

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 15th day of January 20 13

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance (NJPA) Cooperative Contract for Krueger International (KI) office furniture with Inside the Lines, LLC of Columbia, Missouri as Boone County representative. This is a county-wide term and supply contract. The terms of this agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 15th day of January, 2013.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 8, 2013
RE: Cooperative Contract: 102909-KII – KI Office Furniture

Purchasing requests permission to utilize the National Joint Powers Alliance (NJPA) cooperative contract for Krueger International (KI) office furniture with Inside the Lines of Columbia, Missouri as our representative.

The contract expiration date is December 2, 2013 and it has four (4) one-year renewals. This is a county-wide term and supply contract.

cc: Contract File

**PURCHASE AGREEMENT
FOR
KI Office Furniture
Term and Supply**

THIS AGREEMENT dated the 15th day of JAN. 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Inside the Lines, LLC** herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for **Inside the Lines** to furnish, deliver and install Krueger International (KI) Furniture compliant with all bid specifications (IFB #101012) and any addendum issued for the National Joint Powers Alliance Contract **101012-KII**, Boone County Insurance Requirements, Work Authorization Certification, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions and the National Joint Powers Alliance Contract 101012-KII shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **December 3, 2012 and extend through December 2, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date in writing by the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with KI Office Furniture. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Delivery** - Vendor agrees to deliver furniture as set forth in the bid documents.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County respective ordering Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

25-2013

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

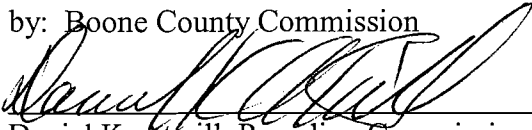
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.


INSIDE THE LINES, LLC

BOONE COUNTY, MISSOURI

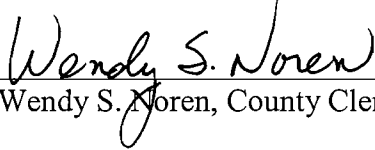
by 
 title OWNER

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

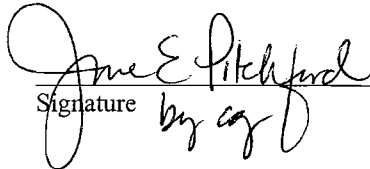
APPROVED AS TO FORM:


 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk *my*

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


 Signature *by cog*

1/8/13
 Date

County-Wide Term and Supply -
No Encumbrance Required
 Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

BOONE COUNTY INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own

automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Contract Award
RFP #101012

FORM D

CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for "CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES", the undersigned warrants that I/we have examined this RFP 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 equipment/products and services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: Krueger International, Inc. Date: 10/4/12

Company Address: 1330 Bellevue St. Box 8100

City: Green Bay State: WI Zip: 54308-8100

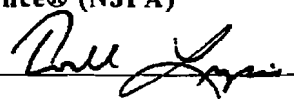
Contact Person: Mark Waldecker Title: K-12 Dealer Development Manager

Authorized Signature (ink only):  GUY PATZKE
Guy Patzke, Assistant Secretary (Name printed or typed)

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

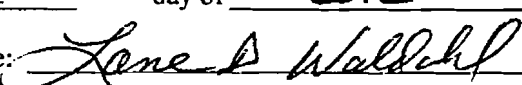
Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract will be Dec. 3, 2012 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  TODD LYSEO
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 3RD day of DECEMBER 2012 Contract Number # 101012-K11

NJPA Authorized signature:  Lane A Waldsch
(Name printed or typed)

Title: Board Clerk

Executed this 3rd day of December 2012 Contract Number # 101012-K11

Zone 1

NJPA #101012

Product Line	Price List	Delv/Tailgate \$0 - \$15K	Delv/Install \$15k	Delv/Tailgate \$15,001 - \$50K	Delv/Install \$15,001 - \$50K	Delv/Tailgate \$50,001 - \$100K	Delv/Install \$50,001 - \$100K	Delv/Tailgate \$100,001 - \$200K	Delv/Install \$100,001 - \$200K	Delv/Tailgate \$200,001 - above	Delv/Install \$200,000 - above
Verza Junior Tables	Classroom Tables and Chairs KI-11492R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Verza Junior Chairs	Stack and Guest Seating KI-11479R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Part 9: Audio Visual Furniture											
All Terrain Screens	Accessories KI-11488R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
All Terrain Bins & Markerboards	Accessories KI-11488R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Worksurface Accessories	Accessories KI-11488R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Flat Screen Support	Accessories KI-11488R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Pneumatic Monitor Arms	Accessories KI-11488R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
LED Desktop Light	Accessories KI-11488R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Perseo Desktop Light	Accessories KI-11488R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Qi Power Grommet	Accessories KI-11488R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Part 10: Art Instruction Furniture											
KI Instruct	Classroom Collection KI-11491R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
600 700 800 Series Stools	Folding chairs and Stools KI-11480R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Engage Stool	Task Seating KI-11478R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Strive Stools	Task Seating KI-11478R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Kismet Stool	Task Seating KI-11478R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Impress Stool	Task Seating KI-11478R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Pirelli 2000 Stool	Task Seating KI-11478R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Torsion Stool	Task Seating KI-11478R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Inquire Tables	Contract Tables KI-11484R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Intellect Activity Tables	Classroom Tables and Chairs KI-11492R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Oxford Activity Tables	Classroom Tables and Chairs KI-11492R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Part 11: Educational Office Furniture											
700 Series Desking	700 Series Desking System KI-11480R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Workzone	Workzone Desking KI-11490R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Genesis	Genesis KI-11382R5	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Wireworks	Wireworks KI-11392R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Barron	Contract Tables KI-11484R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Por'co	Contract Tables KI-11484R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Synthesis	Contract Tables KI-11484R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Datalink Multipurpose	Contract Tables KI-11484R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Trek	Contract Tables KI-11484R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Hurry Up	Contract Tables KI-11484R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Venue	Contract Tables KI-11484R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Enlite	Contract Tables KI-11484R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
All Tables	Contract Tables KI-11484R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Work Up	Work Up KI-11585	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Back Bone	Back Bone KI-11586	42	30	46	36	49	39	50	44.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Aristotle	Aristotle KI-11578	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Darwin	Venue Casapooda KI-11577	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
All Genesis products	Genesis KI-11382R5	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
All folding Tables	Folding Tables KI-11487R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Amadeus	Amadeus Conference KI-11575	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Part 14: Church Style											
Durable Folding tables	Folding Tables KI-11487R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Heritage Folding tables	Folding Tables KI-11487R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Folding Chairs	Folding chairs and Stools KI-11480R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Premier Folding Tables	Folding tables KI-11487R2	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Part 15: Healthcare											
Brier Sleeper & Recliner	Healthcare KI-11481R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Brier Patient & Bariatric	Healthcare KI-11481R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Dydybed	Healthcare KI-11481R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Flex Sleeper & Recliner	Healthcare KI-11481R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Flex Patient & Bariatric	Healthcare KI-11481R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Flex Glider	Healthcare KI-11481R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
LaResta Day Bed	Healthcare KI-11481R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Perth Sleeper & Recliner	Healthcare KI-11481R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Perth II Recliner & Patient Chair	Healthcare KI-11481R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount
Perth Bariatric & Glider	Healthcare KI-11481R1	42	30	46	36	49	39	50	42.5	Contact KI Rep for project review & discount	Contact KI Rep for project review & discount

Product Line	Price List	Debit/Range \$0 - \$19K	Debit/Install \$19K	Debit/Range \$19,001 - \$50K	Debit/Install \$19,001 - \$50K	Debit/Range \$50,001 - \$100K	Debit/Install \$50,001 - \$100K	Debit/Range \$100,001 - \$200K	Debit/Install \$100,001 - \$200K	Debit/Range \$200,001 - Above	Debit/Install \$200,000 - Above
Rece	Healthcare	42	30	46	36	49	39	50	42.5	Contract M Rep for project review & discount	Contract M Rep for project review & discount
Solice Steppr, 1.5 Recliner	KI-11481R1	42	30	46	36	49	39	50	42.5	Contract M Rep for project review & discount	Contract M Rep for project review & discount
Solice Recliner, 1.5 Patient Chair	KI-11481R1	42	30	46	36	49	39	50	42.5	Contract M Rep for project review & discount	Contract M Rep for project review & discount
Solice Bedding & Other	KI-11481R1	42	30	46	36	49	39	50	42.5	Contract M Rep for project review & discount	Contract M Rep for project review & discount
Solice II Recliner	KI-11481R1	42	30	46	36	49	39	50	42.5	Contract M Rep for project review & discount	Contract M Rep for project review & discount
Three Steppr & Steppr Recliner	KI-11481R1	42	30	46	36	49	39	50	42.5	Contract M Rep for project review & discount	Contract M Rep for project review & discount
Three II Recliner & Barstic	KI-11481R1	42	30	46	36	49	39	50	42.5	Contract M Rep for project review & discount	Contract M Rep for project review & discount
Dania Cassepoos	KI-11539R1	42	30	46	36	49	39	50	42.5	Contract M Rep for project review & discount	Contract M Rep for project review & discount
Part 16: Fixed Auditorium & Lecture Hall											
Fixed Seating & Tables	Fixed Seating and Tables	50	N/A	50	N/A	50	N/A	50	N/A	Contract M Rep for project review & discount	Contract M Rep for project review & discount
Architectural products are not quoted with installation and transportation charges.	Architectural products are not quoted with installation and transportation charges.									Contract M Rep for project review & discount	Contract M Rep for project review & discount
Installation and Transportation charges are quoted on a project basis.	Installation and Transportation charges are quoted on a project basis.									Contract M Rep for project review & discount	Contract M Rep for project review & discount
Part 17: Demonstration Walls											
Genius Wall	Genius Wall	42	N/A	46	N/A	49	N/A	50	N/A	Contract M Rep for project review & discount	Contract M Rep for project review & discount
Architectural products are not quoted with installation and transportation charges.	Architectural products are not quoted with installation and transportation charges.									Contract M Rep for project review & discount	Contract M Rep for project review & discount
Installation and Transportation charges are quoted on a project basis.	Installation and Transportation charges are quoted on a project basis.									Contract M Rep for project review & discount	Contract M Rep for project review & discount
Part 18: Residence Hall											
Residence Hall	Residence Hall	42	30	46	36	49	39	50	42.5	Contract M Rep for project review & discount	Contract M Rep for project review & discount

*NOTE: The following KI products are not available under this contract: True Decking, System 3000, Dalmaci & Dalsani Cassepoos

National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES

RFP Opening

October 10, 2012
8:00 AM Central TIME
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #101012

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES. Details of this RFP are available beginning August 31, 2012 and continuing until September 20, 2012. Details may be obtained by letter of request to Gregg Meierhofer, NJPA, 202 12th Street Northeast P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until October 9, 2012 at 4:30 p.m. Central Time at the above address and opened October 10, 2012 at 8:00AM Central Time.

The text above is a National Public Notice to Proposers and to be solicited by NJPA.

RFP Timeline

August 31, 2012

Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com

September 20, 2012

Deadline for RFP requests

September 25, 2012

Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)

10:00A.M. CENTRAL TIME

October 9, 2012

Deadline for Submission of Proposals

4:30 P.M. Central

October 10, 2012

Public Opening of Proposals

8:00A.M. Central

Direct questions regarding this RFP to:

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

Methods and guidelines for submitting questions are detailed within the body of this document.

TABLE OF CONTENTS

1. INTRODUCTION
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
2. DEFINITIONS
 - A. Proposer – Vendor
 - B. Contract
 - C. Time
 - D. Proposer’s Response
 - E. Currency
 - F. FOB
3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
 - A. Pre-Proposal Conference
 - B. Identification of Key Personnel
 - C. Proposer’s Exceptions to Terms and Conditions
 - D. Formal Instructions to Proposers
 - E. Questions and Answers About This RFP
 - F. Modification or Withdrawal of a Submitted Proposal
 - G. Value Added Attributes, Products/Services
 - H. Certificate of Insurance
 - I. Order Process and/or Funds Flow
 - J. Administrative Fees
4. PRICING STRATEGIES
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Hot List Pricing
 - D. Ceiling Price
 - E. Volume Price Discounts
 - F. Sourced Goods/Open Market Items
 - G. Cost Plus a Percentage of Cost
 - H. Total Cost of Acquisition
 - I. Requesting Product and Service Additions/Deletions
 - J. Requesting Pricing Changes
 - K. Price and Product Changes Format
 - L. Single Statement of Pricing – Historical Record of Pricing
 - M. Payment Terms
 - N. Sales Tax
 - O. Shipping and Shipping Program
 - P. Normal Working Hours
5. MARKETING PLAN
6. PROPOSAL OPENING PROCEDURE
7. EVALUATION OF PROPOSALS
 - A. Proposal Evaluation Process
 - B. Proposer Responsiveness
 - C. Proposal Evaluation Criteria
 - D. Cost Scoring Evaluation
 - E. Product Testing
 - F. Past Performance Information
 - G. Waiver of Formalities
8. POST AWARD OPERATING ISSUES
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sale Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
9. GENERAL TERMS AND CONDITIONS
 - A. Advertisement of RFP
 - B. Advertising a Contract Resulting From This RFP
 - C. Applicable Law
 - D. Assignment of Contract
 - E. Proposers List
 - F. Captions, Headings, and Illustrations
 - G. Confidential Information
 - H. Data Privacy
 - I. Entire Agreement
 - J. Force Majeure
 - K. Gratuities
 - L. Hazardous Substances
 - M. Legal Remedies
 - N. Licenses
 - O. Material Suppliers and Sub-Contractors
 - P. Non-Wavier of Rights
 - Q. Protests of Awards Made
 - R. Provisions Required by Law
 - S. Public Record
 - T. Right to Assurance
 - U. Suspension or Disbarment Status
 - V. Human Rights Certificate
 - W. Severability
 - X. Relationship of Parties
10. FORMS
 - A, B, C, D, E, G, H, I & P
11. PRE-SUBMISSION CHECKLIST

I. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations

1.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at <http://www.njpacoop.org/contract-purchasing-solutions/contracts>

1.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors call for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

1.3.1 Subject to Approval of the NJPA Board: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

1.4 NJPA currently serves over 40,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws exists within the laws of each State of the United States. This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/contract-purchasing-solutions/legal-authority/state-procurement-resources>

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

1.6.1 National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace

thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

1.6.2 NJPA contracts offer our Members nationally leveraged **volume purchasing discounts**. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

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

1.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by a NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10. A national contract awarded by the NJPA Board of Directors: The intent of this RFP is to Award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

1.11 NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality equipment/products, goods and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

1.11.1 Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technology advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

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

1.13 Exclusive or Multiple Awards: Although it is NJPA's intent and desire to award a contract to a single exclusive Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to be in the best interests of NJPA and its Member agencies.

E. SCOPE OF THIS RFP

1.14 The scope and goal of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded based on demonstrated overall highest value solutions which meet and/or exceed the needs and requirements of NJPA and its Member agencies within the scope of **CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES**. Qualifying Proposers must be able to anticipate the needs and requirements of NJPA and NJPA member agencies, and demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

1.15 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

1.18 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

1.19 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those goods and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant", goods and services which are not specifically identified and priced in their NJPA Awarded Contract.

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

1.21-0.1 Scope of Products/Services: NJPA desires a provider for the broadest possible scope of the equipment/products, goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

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

1.21 Additional Definitions for the scope of this solicitation.

1.21.1 In addition to **CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES**, this solicitation should be read to include, but not limited to:

1.21.1.1 N/A

1.21.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

1.22 Suggested Solutions Options

1.22.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's needs and requirements with respect to the scope of this RFP.

1.22.2 With this intimate knowledge of NJPA and NJPA Member's needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.22.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

1.22.3.1 Materials Only Solution: A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being proposed.

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

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

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

1.23 Overlap of Scope:

1.23.1 When considering equipment, products, or groups of goods and services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal”, please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PC’s and peripherals) can generally be considered office supplies, however the scope of office supplies does not generally include computers (servers and infrastructure).
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

1.24 Geographic Area to be Proposed: This RFP invites proposals to provide **CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.25 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer’s Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

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

1.27 Contract Term: At NJPA’s option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an existing NJPA procurement contract for the same or similar goods and services.

1.27.1 NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.28 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.29 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

1.30 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

1.31 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.32 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

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

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

1.33.2 Technical Descriptions/Specifications. Proposers must supply **sufficient** information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- identify the products and services being proposed, and
- differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

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

1.35 Commonly used Goods and Services: It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

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

1.37 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.38 Delivered and operational; Products offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.39 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

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

G. SOLUTIONS BASED SOLICITATION

NJPA solicitations and contract process will typically not offer specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation". This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies.

2. DEFINITIONS

A. PROPOSER - VENDOR

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

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 "Contract" as used herein shall mean cumulative documentation consisting of this RFP, forms B, C, D, E, H, I & P from the Proposer's response, and a fully executed "Acceptance and Award" pursuant to this RFP.

C. TIME

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

D. PROPOSER'S RESPONSE

2.8 A Proposer's Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

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

F. FOB

2.10 FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of goods purchased are transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point.

2.11 FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

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

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

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

3.5 Exceptions, Deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

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

3.7 All proposals must be sent to “The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479.”

3.8 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following format:

3.8.1 Hard copy original signed, completed, and dated forms C,D,E,H,I, and hard copy signed signature page only from forms A and P from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 Two complete copies of your response on a CD (Compact Disc) or flash drive containing completed Forms A,B,C,D,E,H,I & P, your statement of products and pricing together with all appropriate attachments, a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available).

3.9 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

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

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

E. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJAP through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing “**CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES**” to Gregg Meierhofer, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

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

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

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

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

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

G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

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

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and

service submittal.

3.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES", and advances to provide products/services, supplies 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 above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

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

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and services they purchase. Please identify any "Green" characteristics of the goods and services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

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

H. CERTIFICATE OF INSURANCE

3.29 Proposer shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a "Certificate Holder" and an "Additional Insured". Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

3.30 Vendor, upon award, shall be required to maintain the following insurance coverage's during the term of the NJPA Contract:

(1) Workers Compensation insurance (Occurrence) with the following minimum coverage's:
Bodily

injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000;
Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or

performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.

- (2) Commercial General Liability Policy per occurrence \$1,000,000.
- (3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

I. ORDER PROCESS AND/OR FUNDS FLOW

3.32 Please propose an order process and funds flow. Please choose from one of the following:

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

3.32.3 Other: Please fully identify.

J. ADMINISTRATIVE FEES

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

3.33.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.33.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.33.3 Designed to offset the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP, and other uses as deemed appropriate by NJPA's Board of Directors from time to time.

3.33.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.34 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be

copied on a CD along with other requested information as a part of a Proposer's Response.

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

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

A. LINE-ITEM PRICING

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

4.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Proposal Evaluation Committee and members.

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

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

4.9 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.10 Proposers are asked to provide both a "List" price as well as a "Proposed Contract Price" in their pricing matrix. "List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.11 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a "Catalogue or List Price" defined as a Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

4.12 Individualized percentage discounts can be applied individually to any number of defined product groupings.

4.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including the base vehicle AND all Manufacturer Options.

4.14 Dealer supplied Options will be priced using a "Sourced Goods Multiplier" as defined herein.

4.15 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current “MSRP” with NJPA both in their proposal and throughout the term of any Contract resulting from this RFP.

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

C. HOT LIST PRICING

4.17 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing a “Hot List” of equipment/products and services is optional. Equipment/products and services may be added or removed from the “Hot List” at any time provided that current “Hot List” prices are provided to NJPA at all times.

4.18 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

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

D. CEILING PRICE

4.20 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and services be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. **IMPORTANT NOTE:** Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

4.21 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

E. VOLUME PRICE DISCOUNTS

4.22 Proposers are free to offer volume discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

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

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

F. SOURCED GOODS/OPEN MARKET ITEMS

4.25 NJPA or NJPA Members may from time to time, request goods and/or equipment/products and services within the scope of this RFP, which are not included in an awarded Vendor's line-item product /service listing or "list or catalog". These items are known as Sourced Goods or Open Market Items.

4.26 An awarded Vendor resulting from this RFP may "Source" these equipment, products and services for NJPA or an NJPA Member to the extent they:

4.26.1 Identify all such equipment, products and services as "Sources Goods" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

4.26.2 All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

4.26.3 NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are fair and reasonable.

G. COST PLUS A PERCENTAGE OF COST

4.27 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

H. TOTAL COST OF ACQUISITION

4.28 The Total Cost of Acquisition for the equipment/products and services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

- The cost of the proposed goods and services delivered and operational for its intended purpose in the end-user's location.

4.29 For example, if you are proposing a materials only "Warehouse Goods" contract FOB Proposer's dock and physically at the Proposer's dock, your proposal would identify your deviation from the "The Total Cost of Acquisition" is to be "Proposal does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for goods and services delivered and operational at to the end-user's location would require a disclosure of "None"

I. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

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

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

4.32 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

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

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

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

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

J. REQUESTING PRICING CHANGES

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

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

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

K. PRICE AND PRODUCT CHANGES FORMAT

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

4.40.1 A cover letter:

- a. Please address the following subjects in your cover letter:
 - i. What product/service prices are changing?
 - ii. How much are the prices changing?
 - iii. Why are the prices changing?
 - iv. Any additions or deletions from the previous product list and the reason for the changes.
- b. The specifics of the product/services and price changes will be listed in the excel spreadsheets identified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.
 - i. If appropriate, **for example**, state, "All paper equipment/products and services increased 5 % in price due to transportation costs."
 - ii. If appropriate, for instance, state, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

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

- a. Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:
 - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
 - ii. Create a historical record of pricing.

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

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

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

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

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

M. PAYMENT TERMS

4.45 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services.

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

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

N. SALES TAX

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

O. SHIPPING AND SHIPPING PROGRAM

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

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

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

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

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

4.53 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order goods may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will not be considered excessive. Restocking fees

may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

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

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

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

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

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

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

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

P. NORMAL WORKING HOURS

4.61 Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: Our sales force is your sales force. If you are awarded a contract based on this solicitation your sales force will be the primary driver of everyone's success. Your sales force needs to be aware that:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP);
- The use of the NJPA Contract will your sales force the time and effort of responding to individual Request For Proposals (RFPs);
- The use of the NJPA Contract will guaranty that NJPA members have the ability to choose you

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

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

5.1.2 Identify, in general, your national foot print and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force in terms of numbers and geographic distribution.

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

5.1.3 Identify your plan for delivering training to these individuals.

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

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

5.1.4 Identify your personnel involved in training.

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

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

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

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

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

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

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their

products/services/services nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

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

5.4.1 Printed Marketing Materials. Proposer 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 publications.

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

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

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through trade shows. Vendors are encouraged to identify tradeshows and other appropriate venues for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with NJPA at NJPA embraced trade shows. Examples of such could include:

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

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

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

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

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

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled "**CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES**" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone, or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify "**CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES**" To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

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

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

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

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

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

B. PROPOSER RESPONSIVENESS

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

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

7.9 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non-responsive.

7.10 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

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

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.
5. Response's conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
7. Information from references and past performance information including past member approval.
8. Demonstrates that they offer the most current industry standard equipment/products and services and/or services.
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates their equipment/products and services and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and services offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
14. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
15. Line-Item Pricing, in approved excel format, listing of all of the proposed equipment/products and services and warranty provisions with their associated units of costs.
16. Core List selection of equipment/products and services in Line-Item Pricing format
17. Hot List Pricing equipment/products and services in a Line-Item Pricing format (where applicable).
18. Contract Pricing submitted as requested to include core list or products/services, Line-Item Pricing and/or Percentage Discount from published gov/ed price list or Catalog.

C. PROPOSAL EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply goods and services to meet the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

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

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

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

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

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

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

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

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

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

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

7.22 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the

proposal 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 proposal will be evaluated as a sample of data submission.

7.23 Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) - The Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

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

7.25 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been collusion among the Proposers.

7.26 Overall Evaluation (FORM G) - The NJPA Proposal Evaluation Committee will evaluate proposal received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.27 Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Evaluation Committee based on criteria identified as being both "optional" and "having additional value"

D. COST SCORING EVALUATION

7.28 NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

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

E. PRODUCT TESTING

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

F. PAST PERFORMANCE INFORMATION

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

businesslike concern for the interests of the NJPA Member.

G. WAIVER OF FORMALITIES

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

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

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

8.2 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.

8.3 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; formally 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 RFP.

8.4 Survivability of Subsequent Agreements; Purchase orders, or similar documents issued pursuant to an NJPA cooperative procurement contract resulting from this solicitation may have any beginning or ending date agreeable to all parties of that agreement. Contract maintenance and adjustments contemplated after the maturity date of the NJPA cooperative procurement contract, and prior to the expiration date of the Purchase Order, shall be individually negotiated directly between the Awarded Vendor and the NJPA Member identified in that Purchase Order.

8.5 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

8.6 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a

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

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership

C. REPORTING OF SALE ACTIVITY

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

8.8.1 Zero sales reports: Awarded Contractors are responsible for providing a quarterly sales report EVERY QUARTER regardless of the existence or amount of sales.

D. AUDITS

8.9 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all equipment/products and services 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.

E. HUB PARTNER

8.10 Hub Partner: Where Applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.11 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.11.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction. and

8.11.2 To the extent that the he Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of

[NJPA Member Name]”.

F. TRADE-INS

8.12 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.13 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

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

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

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

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

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

Step 3: Issue letter to cancel Contract for cause.

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

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

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

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

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

8.21 Events of Automatic termination to include:

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

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

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

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

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

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by

their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern contracts resulting from this solicitation.

9.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

9.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the acquisition, manufacturer, or sale of the equipment/products and services resulting from this RFP.

9.7 All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

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

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

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

D. ASSIGNMENT OF CONTRACT

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

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

E. PROPOSERS LIST

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

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

G. CONFIDENTIAL INFORMATION

9.15 If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. NJPA shall review the statement to determine whether the information shall be withheld. If NJPA determines to disclose the information, the Executive Director of NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer. For how NJPA handles proposals after the "Public Record" section herein.

H. DATA PRIVACY

9.16 Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including, but not limited to HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

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

J. FORCE MAJEURE

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

K. GRATUITIES

9.19 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 Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

L. HAZARDOUS SUBSTANCES

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

M. LEGAL REMEDIES

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

N. LICENSES

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

9.23 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and services to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

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

P. NON-WAIVER OF RIGHTS

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

Q. PROTESTS OF AWARDS MADE

9.27 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;

7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

R. PROVISIONS REQUIRED BY LAW

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

S. PUBLIC RECORD

9.29 All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification subject to the limitations provided under Minnesota or Federal law. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.30 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 a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

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

V. HUMAN RIGHTS CERTIFICATE

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

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

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

W. SEVERABILITY

9.35 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this RFP.

X. RELATIONSHIP OF PARTIES

9.36 No Contract resulting from this RFP 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 RFP, 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.

10. FORMS

Form A

PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

- 1) Why did you respond to this RFP?
- 2) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 3) Provide a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) for your organization.
- 4) Does your company name match the name identified on your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available)? If no, why not?
- 5) Provide a brief history of your company that includes your core values and philosophy.
- 6) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
- 7) How long has your company been in the “**CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES**”, industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a discussion of licenses and certifications both required to be held, and actually held by your organization in pursuit of the commerce contemplated by this RFP.
- 11) Provide a discussion of licenses and certifications both required to be held, and actually held by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with “Not Applicable.”
- 12) Provide all “Suspension or Disbarment” information required herein.

Industry-Marketplace Successes

- 13) List and document recent industry awards and recognition.
- 14) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer’s name, contact, and phone number.
- 15) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes (including chassis if applicable) from the past three (3) fiscal years.

- 16) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.
- 17) What percentages of your current (within the past three (3) fiscal years) sales are to the government and/or education sectors?

Proposer's ability to sell and service nationwide.

- 18) Please describe your **factory sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 19) Please describe your **dealer sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of your equipment/products contemplated in this RFP?
- 20) Please describe your **factory service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and services contemplated in this RFP?
- 21) Please describe your **dealer service force** in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and services contemplated in this RFP? Additionally, please describe their road service and do they offer the ability to service customers at the customer's location?
- 22) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
- 23) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
- 24) Identify any of NJPA Member segments you will **NOT** be serving? (Government, Education, Non-profit)

Marketing Plan

- 25) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
- 26) Describe your general marketing program strategy to promote the proposed Contract nationally.
- 27) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
- 28) Describe your use of technology and the internet to provide marketing and product awareness.
- 29) Describe your perception of NJPA's role in marketing the partnership and your products/services.
- 30) Describe the unique quality of the equipment/products and services in your proposal in relationship to others available in the market.
- 31) Describe your organizations Senior Management level commitment with regards to promoting, supporting and managing a resultant NJPA awarded contract

Other Cooperative Procurement Contracts Held

- 32) Identify all cooperative government or education procurement contracts, which are marketed in more than one state, held or utilized by the Proposer.
- 33) What is the annual dollar sales volume run through the contract(s) mentioned in your answer to the previous question.
- 34) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
- 35) What is the annual combined dollar sales volume for these state contracts?
- 36) Identify any GSA Contracts held or utilized by the Proposer.
- 37) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 38) If you are awarded the NJPA contract, is it your intention to lead with your NJPA contract? Yes No
- 39) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee should be calculated as a percentage of Contract sales.

Value Added Attributes

- 40) Describe any training programs available as options for members. If applicable, do you offer operator training as well as mechanic training? ____ Yes ____ No Is this training standard or optional?
- 41) Describe current technological advances your proposed equipment/products and services offer.
- 42) Describe your “Green” program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 43) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
- 44) Identify any other unique or custom value added attributes.
- 45) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.
- 46) Identify your ability and willingness to service Canada specifically and internationally in general.
- 47) Describe any unique distribution method employed in your proposal.

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Signature: _____

Form B

PROPOSER INFORMATION

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

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

COMPANY PERSONNEL CONTACTS

Contract Manager:

Email: _____ Phone: _____

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

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

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

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

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

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

**Contract Award
RFP #101012**

FORM D

CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for "CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES", the undersigned warrants that I/we have examined this RFP 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 equipment/products and services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

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

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

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract will be _____, _____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____ Executive Director NJPA _____

Awarded this _____ day of _____ **Contract Number # 101012**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 101012**

PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer 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 proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer 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 proposal submittal, and
6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality equipment/products and services and services to designated NJPA Members, and
8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and
11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

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

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

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

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

My commission expires: _____

Signature: _____

Form G.

OVERALL EVALUATION AND CRITERIA

Evaluation for: _____

For the Proposed Subject "CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES".

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	75	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	100	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Dissadvantaged Business Entity Characteristics	50	

Overall Evaluation Points 1100 0

Proposed

Reviewed by: _____ Its _____

_____ Its _____

FORM H

State Of Minnesota – Affirmative Action Certification

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

Your response will be rejected unless your business:

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

–or–

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

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

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

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

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

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

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

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

Name of Company: _____

Date: _____

Authorized Signature: _____

Telephone Number: _____

Printed Name: _____

Title: _____

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

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at 1-800-375-5283 (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelpLine@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Form P

PROPOSER QUESTIONNAIRE- Products, Pricing, Sector Specific, Services, Terms and Warranty

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Warranty

- 4) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
- 5) Do all warranties cover all material and labor?
- 6) Do warranties impose usage limit restrictions?
- 7) Do warranties cover the technicians travel time to perform warranty repairs?
- 8) Please list any other limitations or circumstances that would not be covered under your warranty.
- 9) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repairs?

Equipment/Products, Services and Pricing

- 10) Provide a general narrative description of the equipment/products and services you are offering in your proposal.
- 11) Provide a general narrative description of your pricing model identifying how the model works (line item and/or percentage discount).
- 12) Propose a strategy, process, and specific method of facilitating "Sourced Goods" or "Non-Standard Options" solution as defined herein.
- 13) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all equipment/products and services and being proposed. Provide a SKU number for each item being proposed.
- 14) Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.
- 15) Provide a "CORE LIST" of equipment/products and services (as anticipated and defined by Proposer to meet or exceed the NJPA Member's needs) as a separate and named spreadsheet, as applicable. Include special pricing, if any, on these items.
- 16) Provide your volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.
- 18) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are **(Your proposal will be deemed "Non-Responsive" if this question is not answered)**:
 - _____ a. The same as typically offered to an individual municipality or school district.
 - _____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.
- 19) Do you offer quantity or volume discounts? ____ YES ____ NO Outline guidelines and program.
- 20) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.

Industry or Sector Specific Questions

21) NA

Signature: _____

11. PRE-SUBMISSION CHECKLIST

Pre-submission Checklist

- Have you read, and do you understand this RFP?
- Have you attended the Pre-Proposal Conference for this RFP?
- Have you completed the questionnaires (Forms A & P) to the best of your ability?
- Have you submitted pricing for all of the goods and services you offer within the scope of this RFP?
- Have you packaged your Proposal submission identifying conspicuously “Competitive Proposal Enclosed, Please hold for public opening XX-XX-XXX”.
- Have you sent your package in sufficient time for physical delivery at 202 12th ST NE Staples, MN 56479 to occur prior to the deadline for delivery?
- Have you submitted hard copy original signed, completed, and dated forms C,D,E,H,I, and hard copy signed signature page only from forms A and P of this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A, B, C, D, E, H, I & P in your proposal?

Contents of your Proposal response:

- Hard copy original signed, completed, and dated forms C, D, E, H, I, and hard copy signed signature page only from forms A and P.**
- Electronic submission of proposal forms A, B, C, D, E, H, I & P (CD or flash drive).**
- Certificate of Insurance (demonstration of insurability)**

Form Titles

Form A	Proposer Questionnaire – General Business Information
Form B	Proposer Information
Form C	Exceptions to Proposal, Terms, Conditions, and Specifications Request
Form D	Contract Award
Form E	Proposer Assurance of Compliance
Form G	Overall Evaluation and Criteria
Form H	State Of Minnesota – Affirmative Action Certificate
Form I	State Of Minnesota – Immigration Status Certificate
Form P	Proposer Questionnaire – Products, Pricing, Sector Specific, Services, Terms and Warranty

Addendum 090612

To that certain
RFP #101012
Issued by
The National Joint Powers Alliance®
For the procurement of

CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES

Please consider the following to be a part of the above RFP:

Question: Is there a value of the previous contract? Can you provide any information regarding how much was spend on the previous contract or what the expected amount is on the new contract?

Answer: While NJPA is very capable in promotion of our contracts at an awareness level (trade shows, catalogs, etc.), your expected sales volume for an anticipated award from NJPA is going to depend largely upon your sales effort.

Buyers will buy the same way they have bought in the past until someone shows them a different way of buying. To the extent your sales force can get to a buyer before they go to the effort of putting out a bid solicitation, your salespeople can offer to save them that effort by using your (anticipated) NJPA contract. A wonderful side-effect is that you also save yourself the time and effort of responding to hundreds of individual unit bid solicitations as you have done in the past.

When Buyers discover the speed and agility of cooperative contract purchasing, they also find the benefit of "Choice". Because they can choose YOU, they have no risk of being forced to purchase inferior goods and services from someone else.

How much volume do you think you can make (or keep) with a contract like this?

Question: I see on page 3, NJPA serves over 40,000 member agencies nationally. Is there a member list or would you be able to provide me with any information on the K-12 members using this contract?

Answer: Yes, our Member list is open to our Awarded Vendors.

Gregg Meierhofer 9-6-12

Addendum 091012

To that certain
RFP#101012
Issued by
The National Joint Powers Alliance®
For the procurement of

Please consider the following to be a part of the above RFP:

Questions in black, answers in red.

I just want to confirm RFP # 101012 is a direct replacement for your current contract # 102908.

Yes.

I want to ensure you will not be combining contract # 052910 into the award of this and that the two contracts will operate separate of one another.

This solicitation will have no effect on any of our 052910 contracts.

I believe the explanation of each is that this RFP is geared towards the K-12 educational market and contract # 052910 is geared toward the higher ed and government market. Please confirm.

Our furniture contract (052910) is for furniture. Our Classroom Furniture contract (now being re-bid as 101012) has an increased focus to address CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES.

Gregg Weierhofer 9-10-12

Addendum 092612

To that certain

RFP#101012

Issued by

The National Joint Powers Alliance®

For the procurement of

CLASSROOM FURNITURE WITH RELATED ACCESSORIES, SUPPLIES AND SERVICES

Please consider the following to be a part of the above RFP:

NJPA does not need to be the requestor of a bank reference nor be the addressee of the letter responding to that request. We are just looking for the reference.

Please request the credit reference from the bank in your name and ask that it be addressed to you or "To whom it may concern". You can then include the reference in your bid submission.

Greg Mearns 9-26-12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winter-Dent & Company ICO: Plaza Insurance Agency 101 E. McCarty Jefferson City, MO 65101 Select Accounts - Columbia	573-634-2122	CONTACT NAME: Connie McClellan	FAX (A/C, No): 573-449-3430
	573-636-7500	PHONE (A/C, No, Ext): 573-449-8100 E-MAIL ADDRESS: connie@winterdent.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Columbia Insurance Group	19640
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED **Inside The Lines LLC**
100 E. Texas Ave.
Columbia, MO 65202

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BOPMO15632	03/19/12	03/19/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY		CAPMO03792	03/01/12	03/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
			\$			
X	UMBRELLA LIAB	<input type="checkbox"/> OCCUR	CUPMO13971	03/23/12	03/23/13	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCPMO17852	03/19/12	03/19/13	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

BOONE18

Boone County Commission of
Columbia Missouri
613 E Ash Street
Columbia, MO 65201-4432

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Search Results

Current Search Terms: KI furniture*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.461.20121211-2149

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Search Results

Current Search Terms: Inside the Lines

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.327.20121026-2218

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





Company ID Number: 227625

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **inside the LINES** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 227625

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 227625

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

Company ID Number: 227625

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

Company ID Number: 227625

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

Company ID Number: 227625

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

Company ID Number: 227625

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

Company ID Number: 227625

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 227625

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 227625

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 227625

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: inside the LINES	
Glen Gromer	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	07/02/2009
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	07/02/2009
Signature	Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 227625

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: inside the LINES

Company Facility Address: 100 East Texas Avenue

Columbia, MO 65202

Company Alternate
Address:

County or Parish: BOONE

Employer Identification
Number: 431873689

North American Industry
Classification Systems
Code: 442

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

Company ID Number: 227625

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Glen Gromer	
Telephone Number:	(573) 234 - 0778	Fax Number: (573) 234 - 0777
E-mail Address:	gleng@insidethelines.net	
Name:	Ellen E Smothers	
Telephone Number:	(573) 234 - 0778	Fax Number: (573) 234 - 0777
E-mail Address:	ellens@insidethelines.net	
Name:	Bradley J Eiken	
Telephone Number:	(573) 234 - 0778	Fax Number: (573) 234 - 0777
E-mail Address:	brade@insidethelines.net	

26 -2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 15th day of January 20 13

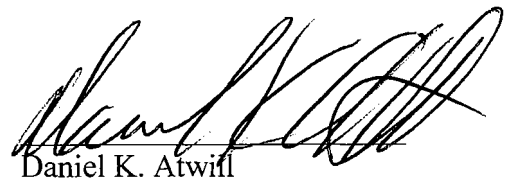
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 46-31AUG12 – Photocopier Maintenance: Prosecuting Attorney - Term and Supply to Sumner Group, Inc. d/b/a Image Technologies. The terms of this agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

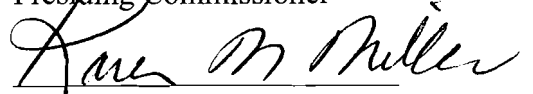
Done this 15th day of January 2013.

ATTEST:

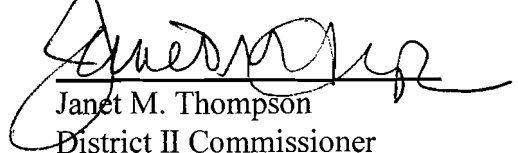
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: January 9, 2013
RE: Bid Award Recommendation: 46-31AUG12 – Photocopier Maintenance:
Prosecuting Attorney

Bonnie Adkins of the Prosecuting Attorney's office requested solicitation of quotes for photocopier maintenance for the office's existing Kyocera Taskalfa 5500 I photocopier as the usage estimate used for the existing maintenance agreement increased from approximately 200,000 copies annually to 336,500 annually. Maintenance is currently provided by Da-Com of Missouri LLC under the Association of Educational Purchasing Agencies (AEPA) cooperative contract **AEPA009.D** at \$.0089 per copy.

RFQ #46-31AUG12 – Photocopier Maintenance: Prosecuting Attorney closed on August 31, 2012. Two bids were received. Recommendation for award is: **Sumner Group, Inc. d/b/a Image Technologies.**

Image Technologies will provide maintenance for 336,500 black and white copies per year for a cost of \$2523.75 with overage billed at \$0.0075 per copy. Maintenance pricing is firm for a total of five years. Invoices will be paid from 1261 – Prosecuting Attorney, account 60050 – Equipment Service Contract. Existing contract with Da-Com will be terminated effective December 31, 2012.

att Bid Tab

cc: Contract File
Bonnie Adkins, Prosecuting Attorney

Description	Annual Copies	Image Technologies			Electronic Risks Consultants, Inc.		
		Annual Maintenance Cost	Unit Cost	Overage – Cost Per Copy	Annual Maintenance Cost	Unit Cost	Overage – Cost Per Copy
Copier – Kyoceera Taskalfa							
5500 I: Prosecuting Attorney							
KT5500 I – fiscal year 2013	336,500	\$2,523.7500	\$0.0075	\$0.0075	\$2,692.0000	\$0.0080	\$0.0080
KT5500 I – fiscal year 2014	336,500	\$2,523.7500	\$0.0075	\$0.0075	\$2,772.7600	\$0.0082	\$0.0080
KT5500 I – fiscal year 2015	336,500	\$2,523.7500	\$0.0075	\$0.0075	\$2,856.0000	\$0.0085	\$0.0080
KT5500 I – fiscal year 2016	336,500	\$2,523.7500	\$0.0075	\$0.0075	\$2,941.6800	\$0.0087	\$0.0080
KT5500 I – fiscal year 2017	336,500	\$2,523.7500	\$0.0075	\$0.0075	\$3,030.0000	\$0.0090	\$0.0080

4.9.

4.9.1.

4.10. Describe any deviations from bid specifications: N/A

N/A

RECEIVED

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI
BOONE COUNTY AUDITOR

JAN 04 2013

9/24/12

REQUEST DATE

5960
VENDOR NO.

Sumner Group, Inc d/b/a Image Technologies
VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Checkboxes for Bid/RFP, Sole Source, Emergency Procurement, Written Quotes, and Not Subject To Bidding options.

#46-31AUG12

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department #

Table with columns: Department, Account, Item Description, Qty, Unit Price, Amount. Row 1: Copier maintenance for January 1, 2013 through December 31, 2013 on Kyocera Taskalfa 5500 I photocopier. Qty: 336,500, Unit Price: .0075, Amount: 2523.75.

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Amy Robbins

Prepared By

Handwritten signature of Bonnie Robbins

Requesting Official

Handwritten date: 1/4/13

Auditor Approval

**PURCHASE AGREEMENT FOR
Photocopier Maintenance - Prosecuting Attorney**

THIS AGREEMENT dated the 15th day of JAN 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sumner Group, Inc. d/b/a Image Technologies** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Photocopier Maintenance** for the Kyocera Taskalfa 5500 I for the Boone County Missouri Prosecuting Attorney Office in compliance with the contractors quote response to RFQ #46-31AUG12, Boone County Missouri Standard Terms and Conditions, Insurance Requirements, Work Authorization Certification and Debarment Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response.
2. **Contract Term:** This agreement shall commence on **January 1, 2013 and extend through December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for up to **four (4) additional one-year periods** and pricing shall remain firm at \$2523.75 per year. Maintenance will continue to automatically renew each year for same pricing until the County gives a 30 day termination notice.
3. **Maintenance:** shall be provided for the copier for 336,500 black and white prints per year for a cost of \$2523.75. Black and white overage shall be billed at a cost of \$0.0075 per page, billed quarterly (March 31, June 30, September 30, December 31). Maintenance agreement is customized to meet County needs and volume can be changed any time.

Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

4. **Billing and Payment** - All billings shall be invoiced to the Boone County Prosecuting Attorney, Attn: Bonnie Adkins, 705 E. Walnut, Columbia, MO 65201 and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

26-2013

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

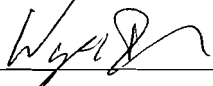
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

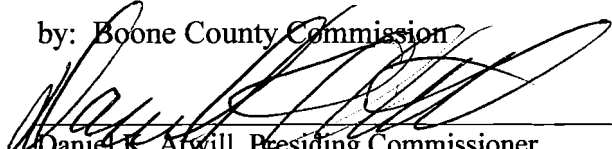
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**SUMNER GROUP, INC. d/b/a
IMAGE TECHNOLOGIES**

BOONE COUNTY, MISSOURI

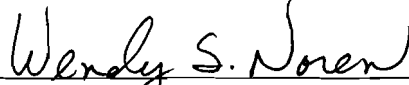
by 
title Division Manager

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

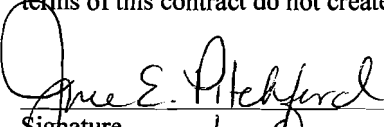
ATTEST:


C.J. Dykhouse, County Counselor


Wendy S. Noren, County Clerk *mef*

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


Signature *by JEP*

12/24/12
Date

Maintenance: 1261-60050 (\$2523.75)
Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide **Worker's Compensation Insurance** for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or

failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding that you completed when enrolling*.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of _____)

)ss

State of _____)

My name is _____. I am an authorized agent of _____ (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

(Please complete and return with Contract)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

4. Response Form - Submit your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the quote number and the due date and time. For this Request for Quote, quotes will also be accepted by fax or e-mail.

4.1. Company Name: Sumner Group Inc. d/b/a
Image Technologies

4.2. Address: 2511 Broadway Bluffs

4.3. City/Zip: Columbia, Mo 65201

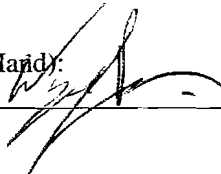
4.4. Phone Number: 573-449-0140

4.5. E-mail: Sgerling@image.techmo.com

4.6. Fax Number: 573-875-6104

4.7. Federal Tax ID: 43-1332770

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Quote, FOB Destination, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand): 

4.8.2. Type or Print Signed Name: Wayne Rieger

4.8.3. Today's Date: 08/28/12

4.9.	Description	Annual Copies	Annual Maintenance Cost	Overage - Cost Per Copy
4.9.1.	Copier - Kyocera Taskalfa 5500 I: Prosecuting Attorney			
	KT5500 I - fiscal year 2013	336,500	\$ 2,523.75	\$ 0.0075
	KT5500 I - fiscal year 2014	336,500	\$ 2,523.75	\$ 0.0075
	KT5500 I - fiscal year 2015	336,500	\$ 2,523.75	\$ 0.0075
	KT5500 I - fiscal year 2016	336,500	\$ 2,523.75	\$ 0.0075
	KT5500 I - fiscal year 2017	336,500	\$ 2,523.75	\$ 0.0075

4.10. Describe any deviations from bid specifications:



Request for Quote (RFQ)

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Amy Robbins, Senior Buyer
Phone: (573) 886-4392 – Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Quote Data

Quote Number: **46-31AUG12**

Commodity Title: *Photocopier Maintenance – Prosecuting Attorney*

DIRECT QUOTE FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Quote Submission Address and Deadline

Day / Date: FRIDAY – August 31, 2012

Time: 1:30 P.M. (Quotes received after this time will be returned unopened)

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash Street, Room 109
Columbia, MO 65201**

Directions: The Building is located at the corner of Ash and 7th Street.

Quote Opening

Day / Date: FRIDAY – August 31, 2012

Time: 1:30 P.M. Central Time

Location / Address: **Purchasing Department - Conference Room
613 E. Ash Street, Room 109
Columbia, MO 65201**

Quote Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
- Standard Terms and Conditions**
“No Bid” Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Quote is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Quote. Suppliers, which may be invited to respond, or which express interest in this quote, but which do not submit a response, have no obligations with respect to the quote requirements.
Contractor - The Bidder whose response to this quote is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Quote.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Quote** - This entire document, including attachments. A Quote/Bid may be used to solicit various kinds of information. The kind of information this Quote seeks is indicated by the title appearing at the top of the first page. A "Request for Quote or Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **QUOTE CLARIFICATION** - Questions regarding this Quote should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Quote or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Quote. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Quote. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Quote.
- 1.3.2. **Quote Amendment** - If it becomes evident that this Quote must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.4.1. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

2.1. **ITEMS TO BE PROVIDED** – For the furnishing of **photocopier maintenance for a Kyocera Taskalfa 5500 I for the Boone County Missouri Prosecuting Attorney**, as detailed in the following specifications.

2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.

2.2. **BACKGROUND INFORMATION:**

Copier – Prosecuting Attorney –(County Asset Tag 18060)

Copier: Kyocera Taskalfa 5500 I

Location: Prosecuting Attorney, Bonnie Adkins, 705 E. Walnut, Columbia, MO 65201

Included with Copier: DP-771 dual scan document processor, DF-790 4,000 sheet staple finisher, AK730 DF-770/790 attachment kit, SO-200-1G 1GB print memory upgrade (100 Pin DIMM,) PF-730 500 sheet x 2 drawers, PF-770 3,000 large capacity drawer.

Current Copy Count: 151,799

Serial #: NWN2100602

Original Purchase Date: 2/21/2012

Anticipated Copies Per Year: 336,500

Current Maintenance Provider from original equipment purchase: Da-Com of Missouri LLC

2.3. **GENERAL REQUIREMENTS:**

2.3.1. **CONTRACT PERIOD** - The initial contract period shall be for the period **January 1, 2013 through December 31, 2013**. The maintenance agreement may be renewed in writing by the County for up to an additional four (4) one-year periods for the prices quoted within the Bidder's response to this quote. The County may adjust annual copies at renewal time.

2.3.2. The Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by using department and found to be necessary by the service representative to maintain the equipment in optimum operating condition. County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County.

2.3.3. Responding bidders must be authorized service representatives for their submitted bid machine make and models. Bidders should submit a letter of authorization with the bid.

2.3.4. Bidders must guarantee that all parts used are manufacturer approved parts and equipment.

2.3.5. **Additional Maintenance and Supply Contract Terms** - The contractor shall be responsible for providing all service and supplies as may be required to maintain the equipment in good working condition. Service/maintenance cost is based on the estimated annual cost for maintenance specified on the pricing page plus any applicable overage charges. Maintenance contracts should be billed annually prior to January 1 for the period January through December. Any overage shall be billed in arrears at the end of the fiscal year. If vendors are required to provide an annual cost increase for said service, percentage increases are not acceptable. The anticipated maximum percentage increase must be submitted in the form of a dollar amount for each year. Please feel free to use an additional sheet if enough room is not provided on the *Response Form*.

2.3.6. **Service/Supply agreements shall include, but not be limited to, the following:**

2.3.6.1. All routine preventive maintenance service calls and/or addition of developer as well as regular inspection service calls. Each regularly scheduled preventive maintenance call shall include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and

- mechanical adjustments to accommodate for new parts or to compensate for wear.
- 2.3.6.2. "Special service calls" (service calls made between the regularly scheduled routine preventative maintenance calls and regular inspection service calls) requested by the County.
- 2.3.6.3. Emergency service calls
- 2.3.6.4. The Contractor's on-site maintenance shall include all labor, mileage, travel time, and all replacement parts necessary to maintain said equipment in optimum operating condition for service calls listed above to County location of equipment. All replacement parts include but are not limited to: drum, fuser rollers, oil, staples, cleaning blades, toner, parts, labor, travel time and any accessories such as auto document feeder, stapler, sorters, etc.
- 2.3.6.5. All Supplies, excluding paper, necessary for operation of the equipment including, but not limited to toner and developer shall be included in the maintenance cost. The County will assume responsibility for installing paper and staples in the copier. The installation of all other supplies will be the responsibility of the contractor. Supplies must be provided in sufficient quantities to prevent down time.
- 2.3.6.6. The contractor shall have at least one service manager and one service technician duly trained by the manufacturer and authorized in the repair of the items offered for bid. A manufacturer's statement should be included as verification of training.
- 2.3.7. The Contractor shall agree and understand that the County reserves the right to cancel maintenance on any equipment owned by the County, at no additional cost to the county. Such notification shall be provided, in writing, within thirty (30) days prior to the cancellation date.
- 2.3.8. Contractor shall provide, with each machine, an on-site service log. This log shall be updated each time service is performed on the machine.
- 2.4. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.4.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.4.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and**

Property Damage instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

- 2.4.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.4.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.4.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5. **If an inspection of the current copier is required, please contact the County Representative's name listed under paragraph 2.6 as soon as possible.**
- 2.6. **BID/CLARIFICATION CONTACT** – Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, MO 65201. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: arobbins@boonecountymo.org.
- 2.7. **Bids will be accepted by hand delivery, fax or e-mail. Please fax to (573) 886-4390 or e-mail: arobbins@boonecountymo.org. Please call (573) 886-4392 to confirm the County's receipt of your quote.** Bids may be hand delivered to: Boone County Purchasing, 613 E. Ash Street, Room 109, Columbia, MO 65201.
- 2.8. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct invoice. Invoices shall be sent to the respective office detailed in paragraph 2.2.

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2 **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1 **Submittal Package** - Submit, to the location specified on the title page, your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time. **Or for this bid, we are accepting fax or e-mailed bids.**
 - 3.2.2 **Advice of Award** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.3 **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1 **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4 **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1 **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5 **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1 **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2 **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3 **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
 - 3.5.4 Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



“No Bid” Response Form

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A
BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 46-31AUG12 – Photocopier Maintenance – Prosecuting Attorney

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



BOONE COUNTY, MISSOURI
Request for Quote #: 46-31AUG12 – Photocopier Maintenance –
Prosecuting Attorney

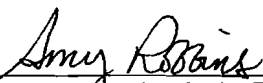
ADDENDUM #1 - Issued August 30, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Quote and is hereby incorporated into and made a part of the Request for Quote Documents. Vendors providing a quote are reminded that receipt of this addendum **should** be acknowledged and submitted with the *Response Form*.

Specifications for the above noted Request for Quote and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and are providing a response below:

- 1) **Question:** Is there a previous contract for this equipment?
Response: Yes
- 2) **Question:** Who is the vendor currently servicing the equipment?
Response: Da-Com of Missouri LLC
- 3) **Question:** What was the cost of the last year's contract and is this the same equipment as last year's contract?
Response: Maintenance for the Kyocera Taskalfa 5500 I is currently provided at a cost of \$0.0089 per black and white copy print, billed in arrears quarterly.
- 4) **Question:** Is the contract available for viewing?
Response: Yes, the contract is attached.
- 5) **Question:** Is there a service history available?
Response: The service history is not available at this time.
- 6) **Question:** Is all the equipment up and running?
Response: Yes, the equipment for which maintenance is being quoted is as noted in Section 2.1. and was purchased in February 2012.

By: 
Amy Robbins, Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Quote # 46-31AUG12 – Photocopier Maintenance – Prosecuting Attorney receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

**PURCHASE AGREEMENT FOR
PHOTOCOPIER AND MAINTENANCE
FOR THE PROSECUTING ATTORNEY**

THIS AGREEMENT dated the 21 day of February 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Da-Com of Missouri LLC** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Photocopier and Maintenance** in compliance with the Association of Educational Purchasing Agencies (AEPA) Contract **AEPA009.D**, da-com quote dated January 26, 2012, da-com e-mailed dated January 30, 2012, Boone County Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response(s).
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment and maintenance:

Prosecuting Attorney Department – 705 E. Walnut Street, 2nd Floor, Columbia, MO 65201.

Copier: One (1) Kyocera Solution TASKalfa 5500iP10 Console Digital Copier. New Photocopier includes the following:

• TASKalfa 5500i: 55 PPM Monochrome MFP	\$4,990.00
• DP-771: Dual Scan Document Processor (DSDP)	\$1,091.00
• DF-790: 4,000 Sheet Staple Finisher	\$933.00
• AK730: DF-770/790 Attachment Kit	\$97.00
• SO-200-1G: 1 GB Print Memory Upgrade – 100 Pin DIMM	\$81.00
• PF-730: 500 Sheet x 2 Drawers	\$780.00
• PF-770: 3,000 Large Capacity Drawer	\$860.00
Sub-Total	\$8,832.00
• Connection to Network	\$250.00
Grand Total	\$9,082.00

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

Maintenance: shall be provided for the copier for a cost of \$0.0089 per black and white copy print, billed in arrears quarterly (March 31, June 30, September 30, December 31). Maintenance pricing is firm for seven years **through December 31, 2018.**

First year of maintenance shall be pro-rated through December 31, 2012. Maintenance thereafter shall begin on January 1. Maintenance agreement is customized to meet County needs and volume can be changed any time. Maintenance pricing includes all labor, mileage, travel time, parts, toner, drums and other supplies (all other consumables), excluding staples and paper.

Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

Delivery and Installation: Contractor agrees to deliver, setup, connect and provide training of copier to the **Prosecuting Attorney's** office within 10 days after receipt of Purchase Order. Contractor shall remove the trade-in photocopier the same day the new copier is installed. Contractor agrees to remove the hard drive should one exist and leave with County.

3. **Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Da-Com of Missouri LLC

by [Signature]

title OSM.

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

[Signature]
Signature by ay D

Copier: 1261-92300 / \$9,082.00; Maintenance: \$0.0089/black&white

2/14/2012

Date

Appropriation Account

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or

failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.



Technology Proposal

For



Presented by: Mark Koenig

January 26, 2012

Current Copying Investment

You are currently using a Kyocera KM 4030 Digital Copier That was purchased in December of 2005.

You are running an average of 17,629 Prints per month. That is 211,548 annually.

The machine currently has 1,775,734 total prints

Goals

You would like to replace your current machine with something comparable that is faster.

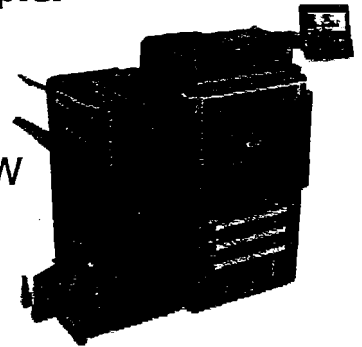
Our Recommendation

I am proposing a Kyocera TASKalfa 5500i Digital Copier.

Kyocera TASKalfa 5500i Console Color Digital Copier

Includes:

Copy, Print
Scan/Scan to Email/Scan to URL
Prints at 55 Pages Per Minute Color and B&W
160GB HD
Dual 1500 Sheet Drawer
2-550 Sheet Paper Drawers
2-1500 Sheet LCT (on bottom)
4000 Sheet Finisher with 50 Sheet Multi Position Stapler



Contract Price	\$8,832.00
Connection to Network	<u>250.00</u>
Net Investment	\$9,082.00

Annual Service Agreement:



Service includes: All Parts, Labor, Drive Time and Supplies (excluding paper and staples).

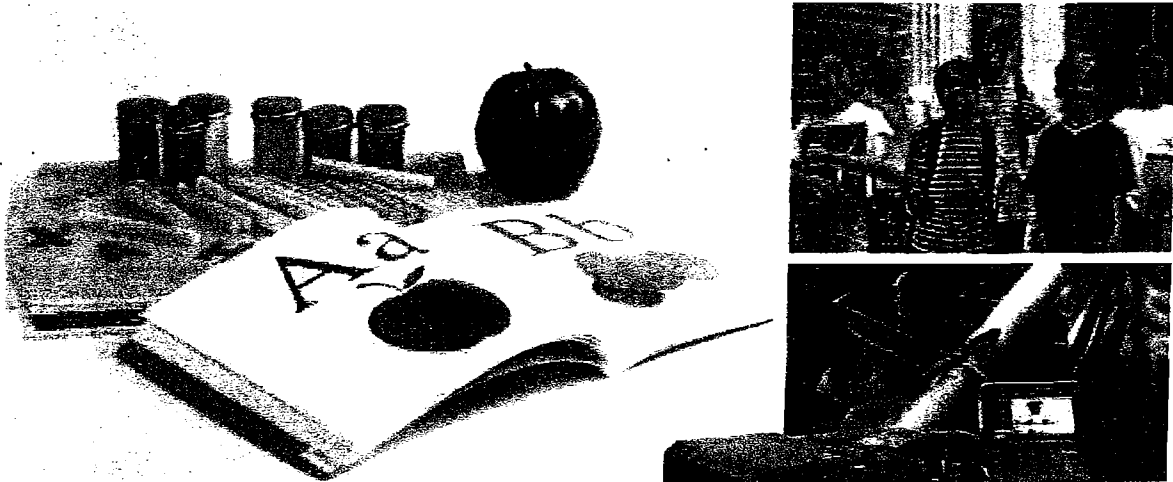
Please note that there is a minimum of 10,000 b&w prints monthly

Kyocera TASKalfa 5500i

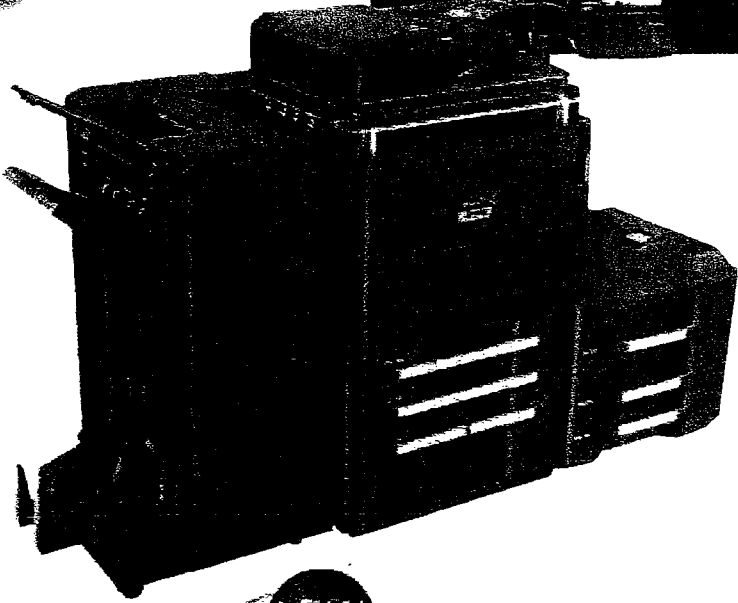
Black & White Prints are billed at

~~\$.0089~~ each

AEPA | Copiers and Printing Equipment



Includes
the
NEW
FS-1035MFP/DP
and
FS-1135MFP
Models



Association of Educational Publishers and Authors

AEPA

Contract Number AEPA009.D

KYOCERA

Kyocera Mita America
National and Government Account Division



AEPA | Participation Agencies and States

The Association of Educational Purchasing Agencies' (AEPA) is a nationwide group of nonprofit educational organizations working collaboratively to save school districts time and money.

AEPA has more than \$330 million in annual protected purchases. We are currently 24 members strong, representing schools serving more than 25 million students. Together we have hundreds of years of public sector purchasing experience.

Program Advantages:

- Time savings with lowest national pricing available
- Attract and leverage national vendors
- Detailed and complete bid process through nationally experienced participants
- Volume contracts based on 24 member participation
- Avoid duplication and expense of bid process

Our mission is to cooperatively serve our agency memberships through a continuous effort to explore and solve present and future purchasing needs. Our goals include working on your behalf to secure multi-state volume purchasing contracts that have benefits that are measurable, cost-effective and continuously exceed our membership's expectations.

Our current membership consists of the following states:

California	Massachusetts	Ohio
Colorado	Michigan	Oregon
Connecticut	Minnesota	Pennsylvania
Florida	Missouri	Texas
Iowa	Montana	Virginia
Indiana	North Dakota	Washington
Kansas	Nebraska	Wisconsin
Kentucky	New Mexico	Wyoming

Kyocera Mita Contact Information

Name	Title	Cell	Email	Sales Responsibility
Don Clary	AEPA Contract Manager Government Account Manager Home Office: (610) 502-0388	(610) 428-0298	donald_clary@kyoceramita.com	Contract Manager IA KS MO MN MT ND NE SD WY VT ME NH
Brent Kushman	Government Account Manager	(267) 567-3668	brent_kushman@kyoceramita.com	NY CT MA RI NJ VA WV NJ DE MD PA
Dave Clark	Government Account Manager	(623) 237-2021	david_clark@kyoceramita.com	CA AZ WA OR ID NV UT HI AK
Frank Sciotto	Government Account Manager	(513) 256-3156	frank_sciotto@kyoceramita.com	WI IL OH KY IN MI
Bob Lumpkin	Government Account Manager	(803) 627-1728	bob_lumpkin@kyoceramita.com	NC SC LA FL
Steve Blue	Government Account Manager	(770) 880-3059	steve_blue@kyoceramita.com	AL GA MS TN OK AR
Debbie Montgomery	Government Account Manager	(512) 900-0127	debbie_montgomery@kyoceramita.com	TX CO NM



Panhandle Area Educational Consortium
Alabama, Florida, Georgia, Mississippi, South Carolina



Iowa Educators Consortium
Iowa



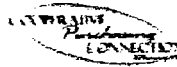
Cooperating School Districts
Arkansas, Illinois, Missouri



Southeast Kansas Education Service Center
Kansas



Colorado BOCES Association
Colorado, Utah



Minnesota Services Cooperatives
Minnesota, South Dakota



Capitol Region Education Council
Connecticut, Maine, New Hampshire, Rhode Island, Vermont



Montana Cooperative Services LLC
Montana, Alaska, Washington



Fairfax County Public Schools
Delaware, Maryland, North Carolina, Virginia



Nebraska Cooperative Purchasing
Nebraska



Northeast Wyoming BOCES
Idaho, Wyoming



Pennsylvania Education Joint Purchasing Council
New York, Pennsylvania



Wilson Education Center
Indiana



North Dakota Educators Service Cooperative
North Dakota



The Education Cooperative
Massachusetts



Ohio Council of Educational Purchasing Consortia
Ohio



CESA Purchasing Org.
Wisconsin



Umatilla-Morrow Education Service District
Oregon



Green River Regional Educational Cooperative
Kentucky, Tennessee, West Virginia



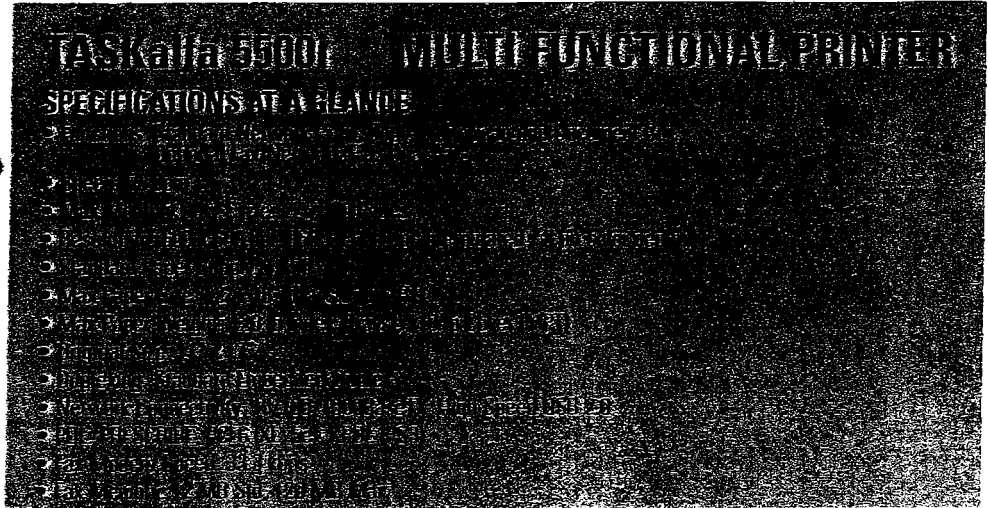
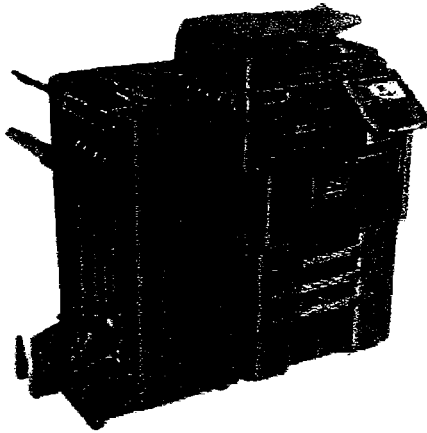
TexBuy
Texas, Louisiana, Oklahoma



Cal Save - Monterey County Office of Education
California, Hawaii, Nevada



Oakland Schools
Michigan



The Kyocera TASKalfa 5500i takes flexibility and performance to new heights. Designed specifically with the customer in mind, the TASKalfa 5500i incorporates high productivity and flexible configurations with exceptional imaging and advanced finishing to easily handle both your day-to-day document needs as well as more complex projects with ease. Superior imaging technology enables you to create finished pieces with professional polish, while integrated business applications provide the added power and capabilities to help your business simplify its document workflow. Kyocera's award-winning ultra-reliability and unique long-life technology ensure the superior performance and proven productivity your busy enterprise requires to keep it up and running at maximum efficiency. When it comes to document imaging innovation and quality you can count on, the TASKalfa 5500i delivers.

The TASKalfa 5500i Black and White MFP...document imaging innovation for your office.



■ **TASKALFA 5500i SOLUTIONS**

Solution TASKalfa 5500iP1

		AEPA Purchase Price
TASKalfa 5500i	55 PPM Monochrome MFP	\$ 4,990.00
DP-770	Reversing Automatic Document Processor (RADF)	860.00
Copier Stand	Stand	216.00
		\$ 6,066.00

Solution TASKalfa 5500iP2

TASKalfa 5500i	55 PPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
Copier Stand	Stand	216.00
		\$ 6,378.00

Solution TASKalfa 5500iP3

TASKalfa 5500i	55 PPM Monochrome MFP	\$ 4,990.00
DP-770	Reversing Automatic Document Processor (RADF)	860.00
PE-730	500 Sheet x 2 Drawers	781.00
		\$ 6,631.00

Solution TASKalfa 5500iP4

TASKalfa 5500i	55 PPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
BF-770	1,000 Sheet Staple Finisher (requires AK-730)	933.00
AK-730	DF-770/790 Attachment Kit	97.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
Copier Stand	Stand	216.00
		\$ 7,408.00

Solution TASKalfa 5500iP5

TASKalfa 5500i	55 PPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
DF-770	1,000 Sheet Staple Finisher (requires AK-730)	933.00
AK-730	DF-770/790 Attachment Kit	97.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
PE-730	500 Sheet x 2 Drawers	781.00
		\$ 7,973.00

Solution TASKalfa 5500iP6

TASKalfa 5500i	55 PPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
BF-790	4,000 Sheet Staple Finisher (requires AK-730)	1,515.00
AK-730	DF-770/790 Attachment Kit	97.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
Copier Stand	Stand	216.00
		\$ 7,990.00

Solution TASKalfa 5500iP7

TASKalfa 5500i	55 PPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
BF-770	1,000 Sheet Staple Finisher (requires AK-730)	933.00
AK-730	DF-770/790 Attachment Kit	97.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
PE-740	1,500 Sheet x 2 Drawers	836.00
		\$ 8,628.00

Solution TASKalfa 5500iP8

TASKalfa 5500i	55 PPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
BF-790	4,000 Sheet Staple Finisher (requires AK-730)	1,515.00
AK-730	DF-770/790 Attachment Kit	97.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
PE-730	500 Sheet x 2 Drawers	781.00
		\$ 8,555.00



Solution TASKalfa 5500iP9		
TASKalfa 5500i	55 EPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
DF-790	4,000 Sheet Staple Finisher (requires AK-730)	1,515.00
AK-730	DF-770/790 Attachment Kit	97.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
PF-740	1,500 Sheet x 2 Drawers	836.00
PF-770	3,000 Large Capacity Drawer	860.00
		\$ 8,610.00
Solution TASKalfa 5500iP10		
TASKalfa 5500i	55 EPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
DF-790	4,000 Sheet Staple Finisher (requires AK-730)	933.00
AK-730	DF-770/790 Attachment Kit	97.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
PF-740	1,500 Sheet x 2 Drawers	781.00
PF-770	3,000 Large Capacity Drawer	860.00
		\$ 8,832.00
Solution TASKalfa 5500iP11		
TASKalfa 5500i	55 EPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
DF-790	4,000 Sheet Staple Finisher (requires AK-730)	933.00
AK-730	DF-770/790 Attachment Kit	97.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
PF-740	1,500 Sheet x 2 Drawers	836.00
PF-770	3,000 Large Capacity Drawer	860.00
		\$ 8,888.00
Solution TASKalfa 5500iP12		
TASKalfa 5500i	55 EPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
DF-790	4,000 Sheet Staple Finisher (requires AK-730)	1,515.00
AK-730	DF-770/790 Attachment Kit	97.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
PF-740	1,500 Sheet x 2 Drawers	781.00
PF-770	3,000 Large Capacity Drawer	860.00
		\$ 9,414.00
Solution TASKalfa 5500iP13		
TASKalfa 5500i	55 EPM Monochrome MFP	\$ 4,990.00
DP-771	Dual Scan Document Processor (DSDP) (requires additional memory SO-200-1G)	1,091.00
DF-790	4,000 Sheet Staple Finisher (requires AK-730)	1,515.00
AK-730	DF-770/790 Attachment Kit	97.00
SO-200-1G	1 GB Print Memory Upgrade - 100 Pin DIMM	81.00
PF-740	1,500 Sheet x 2 Drawers	836.00
PF-770	3,000 Large Capacity Drawer	860.00
		\$ 9,470.00

■ TASKalfa 5500i ACCESSORIES

Item	Description	Price	Item	Description	Price
PH-7A	Punch Unit for DF-790	\$ 406.00	Card Reader	Card Reader	
BF-730	Booklet Folder and Tri Folding for DF-790	909.00	Holder (B)	HID Card Reader Holder for Card Authentication Kit(B)	53.00
MT-730	Mail Box for DF-790	606.00	IB-50	Gigabit Ether Net Board	265.00
JS-730	Inner Job Separator (can not be installed with DF-790/DF-770)	115.00	MM-16-128	128MB Fax Memory Board	120.00
JS-731	Outer Job Separator	115.00	DT-730	Original Hard Copy Holder	27.00
Fax System (V)	Fax System	700.00	Nstgard MFD	CAC Netgard MFD (Scan Block ONLY Network Connection)	928.00
Holder (A)	Keyboard Tray Kit	69.00	MFP Interface Cable	MFP Interface Cable (Required for Full Scan, Copy & Fax Locking Capability)	41.00
Internet Fax (A)	Internet Fax Kit (requires Fax System (V))	180.00	Parts Key Counter Wire	Parts Key Counter Wire (Required for Full Scan, Copy & Fax Locking Capability)	-
Data Sec. (E)	Data Security	358.00	Original Holder	Platen Cover Type E	69.00
Print Document Guard Kit (A)	Print Document Guard Kit	693.00	Teaching Asst.	Business App. for Automated Printing & Grading of Bubble Sheet Tests	634.00
UG-34	Optional Printer Emulation for IBM Pritner, Epson LQ-850, Diabro 630	339.00	Surge Protector	15 Amp Surge Protector Item #82143015	136.00

**TASKalfa 5500i
MULTI FUNCTIONAL
PRINTER**

Melinda Bobbitt - RE: Service pricing

From: "Mark Koenig" <mkoenig@da-com.com>
To: "Melinda Bobbitt" <mbobbitt@boonecountymo.org>
Date: 1/30/2012 4:32 PM
Subject: RE: Service pricing

Yes that will be fine.

Mark Koenig
Columbia Sales Manager
Da-Com Columbia
P: 573-449-2663
F: 573-449-4462
mkoenig@da-com.com

From: Melinda Bobbitt [mailto:mbobbitt@boonecountymo.org]
Sent: Monday, January 30, 2012 4:31 PM
To: Mark Koenig
Subject: Re: Service pricing

I can't imagine that the department wants to process a Payment Requisition monthly. That's a lot of work. Can we do it quarterly?

>>> "Mark Koenig" <mkoenig@da-com.com> 1/27/2012 11:26 AM >>>
Melinda,

I just found out that when we do cost per print without a base, we bill monthly. Is this going to be a problem?

2012	Copy/Print	\$.0089
2013	Copy/Print	\$.0089
2014	Copy/Print	\$.0089
2015	Copy/Print	\$.0089
2016	Copy/Print	\$.0089
2017	Copy/Print	\$.0089
2018	Copy/Print	\$.0089

Melinda, I wrote most of this email yesterday. I just got the service managers approval for the above rate locked in for 7 years.

Mark Koenig
Columbia Sales Manager
Da-Com Columbia
P: 573-449-2663
F: 573-449-4462
mkoenig@da-com.com

**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of St. Louis,
State of Missouri)^{ss}

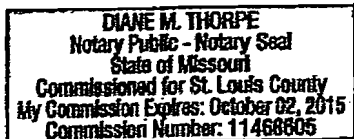
My name is Terry Bean. I am an authorized agent of Dalton Corp

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Terry Bean ^{Treasurer}
Affiant 2/8/12
Date
Terry Bean
Printed Name

Subscribed and sworn to before me this 8 day of February, 2012



Diane M. Thorpe
Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.

Company ID Number: 266672

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **DaCom Corporation**

Diane Thorpe

Name: (Please Type or Print)

Title

Electronically Signed

Signature

10/21/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name: (Please Type or Print)

Title

Electronically Signed

Signature

10/21/2009

Date

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Firm, Entity, or Vessel : da-com
State : MISSOURI

As of 31-Jan-2012 12:06 PM EST

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEC Insurance Inc 308 Noonan Drive P.O. Box 537 Pacific MO 63069	CONTACT NAME: Jill Politte PHONE (A/C No. Ext.): (636) 271-2481 E-MAIL ADDRESS: jillp@necins.com	FAX (A/C. No.): (636) 271-6956													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Casualty Insurance</td> <td>38130</td> </tr> <tr> <td>INSURER B: The Charter Oak Fire Insurance</td> <td>25615</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Compan</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Insurance	38130	INSURER B: The Charter Oak Fire Insurance	25615	INSURER C: The Travelers Indemnity Compan	25658	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED JACK TIPTON ENTERPRISES DBA DA COM CORPORATION 5317 KNIGHTS OF COLUMBUS DR SHREWSBURY MO 63119-5060															

COVERAGES CERTIFICATE NUMBER: CL119804758 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			I680409H438AFHX	9/1/2011	9/1/2012	EACH OCCURRENCE \$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000		
B	AUTOMOBILE LIABILITY			BA-4594W272-11-SZL	9/1/2011	9/1/2012	PRODUCTS - COM/OP AGG \$ 2,000,000		
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$	
C	UMBRELLA LIAB			ISFCUP409H4587IND08	9/1/2011	9/1/2012	PROPERTY DAMAGE (Per accident) \$		
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR						Underinsured motorist BI single \$ 1,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000	<input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 4,000,000	
								AGGREGATE \$ 4,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IKUB409H4606	9/1/2011	9/1/2012	Y/N <input type="checkbox"/> N/A		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$ 500,000	
								E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Boone is named as additional insured for general liability with respect to work performed by named insured only when this additional insured coverage is required by a signed contract between the insured and additional insured.

CERTIFICATE HOLDER

(573) 886-4390

County of Boone
613 E. Ash Street
Room 110
Columbia, MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Dunnegan/JPOLIT

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

Company ID Number: 266672

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: DaCom Corporation

Company Facility Address: 5317 Knights of Columbus Dr

St Louis, MO 63119

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 430737942

North American Industry
Classification Systems

Code: 532

Parent Company: DaCom Corporation

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

(Please complete and return with Contract)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert N. Brueggeman, Human Resources Director

Name and Title of Authorized Representative

Robert N. Brueggeman

Signature

9/17/12

Date

Company ID Number: 133457

Telephone Number:	(314) 633 - 8043	Fax Number:	(314) 633 - 8005
E-mail Address:	pbaron@sumner-group.com		



CERTIFICATE OF LIABILITY INSURANCE

SUMNE-1

OP ID: J0

DATE (MM/DD/YYYY)

09/17/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER John Hundhausen The Daniel & Henry Company 1001 Highlands Plaza Dr West St. Louis, MO 63110 John Hundhausen	Phone: 314-421-1525 Fax: 314-444-1990	CONTACT NAME: John J. Hundhausen PHONE (A/C, No. Ext): 314-444-1953 E-MAIL ADDRESS: jonesj@danielandhenry.com	FAX (A/C, No): 314-444-1774
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sumner Group, Inc. DataMax Copying Concepts Office System Unisource Document Products Image Technologies of MO 2121 Hampton Avenue St. Louis, MO 63139	INSURER A: Hartford Ins Co of the Midwest		37478
	INSURER B: Axis Surplus Insurance Co		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			84UUNZO3314	02/01/12	02/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			84UENZO3361	02/01/12	02/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84RHUZO3377	02/01/12	02/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber Liability			ECN00022831201	03/31/12	03/31/13	Cyber Lim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: #46-31AUG12-Photocopier Maintenance=Prosecuting Attorney
 Boone County Purchasing is an Additional Insured on the General Liability for work performed by the Named Insured as required by written contract

CERTIFICATE HOLDER

NBOONC2

Boone County Purchasing
 At: Amy Robbins
 Room 109
 613 E. Ash Street
 Columbia, MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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27 -2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 15th day of January 20 13

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the County of Los Angeles contract MA-IS-1140130-6 for electrical products with Graybar Electric Company of Industry, CA. This is a county-wide Term and Supply contract .The terms of this Cooperative Agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

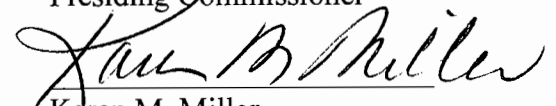
Done this 15th day of January, 2013.

ATTEST:

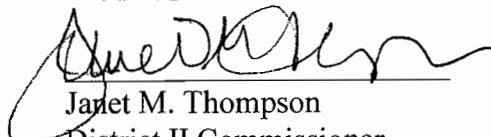
Wendy S. Noren
Wendy S. Noren *my*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash St. Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 9, 2013
RE: Cooperative Agreement: MA-IS-1140130-6 – Electrical Products

Purchasing and Facilities Maintenance request permission to utilize County of Los Angeles contract MA-IS-1140130-6 (a U.S. Communities cooperative agreement) for Electrical Products with Graybar Electric Company.

This is a County-Wide Term and Supply contract which will primarily be used by our Facilities Maintenance department.

cc: Bob Davidson, Facilities
Contract File

**PURCHASE AGREEMENT FOR
ELECTRICAL PRODUCTS**

THIS AGREEMENT dated the 15th day of JAN. 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Graybar Electric Company**, herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Electrical Products** in compliance with all bid specifications and any addendum issued for the County of Los Angeles Invitation for Bid / Contract Number **MA-IS-1140130-6** (a U.S. Communities Cooperative Agreement). All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or County of Los Angeles bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the County of Los Angeles Invitation for Bid / Contract Number MA-IS-1140130-6 shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **January 1, 2013 and extend through March 31, 2013** subject to the provisions for termination specified below.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Electrical Products on an as needed basis, FOB destination-Freight Prepaid and Allowed.

4. **Delivery** - Contractor agrees to deliver the items as specified in the bid specifications and as requested by the County. Delivery shall occur 24-48 hours on stock materials and manufacturer's lead time on non-stock material.

5. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County Office / Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

27-2013

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

GRAYBAR ELECTRIC COMPANY

by *Nan Schaefer*
title AREA MANAGER

BOONE COUNTY, MISSOURI

by: Boone County Commission
Daniel K. Atwell
Daniel K. Atwell, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk *my*

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Jan E. Pitchford
Signature *by cgd*

1/9/13
Date

County-Wide Term & Supply
No Encumbrance Required
Appropriation Account

TERM CONTRACT AWARD		CONTRACT NO: MA-IS-1140130-6	VERSION DATE
---------------------	---	---------------------------------	--------------

INTERNAL SERVICES DEPARTMENT	PROCUREMENT FOLDER: 202757
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GRAYBAR ELECTRIC COMPANY
383 SOUTH CHERYL LANE

INDUSTRY .CA 91789

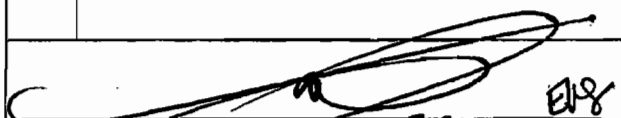
BUYER: Theodore Lo
PHONE: 323-267-2207
EMAIL: ted.lo@isd.lacounty.gov

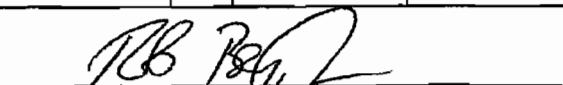
VENDOR NO: 501079
CONTACT: JEFF PESKUSKI
PHONE: 630-893-3600

FISCAL YEAR:
EFFECTIVE DATE: 10/15/10
EXPIRATION 03/31/13

ELECTRICAL PRODUCTS - AMENDMENT 4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 285-93-00-047498 Commodity Line Expired on: 03/01/12 LINE DELETED	0.000		DISCOUNT	0.0000 %
2	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	0.0000 %
3	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	3.0000 %
4	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	4.0000 %


COUNTY OF LOS ANGELES
9-20-12


VENDOR SIGNATURE/DATE

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
2

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT.				
5	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	5.0000 %
6	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES ELECTRICAL TAPE, OTHER TAPE & ACCESSORIES: PLYMOUTH	0.000		DISCOUNT	6.0000 %
7	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	7.0000 %
8	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES LUBRICANTS AND CLEANERS: AMERICAN POLYWATER CORPORATION	0.000		DISCOUNT	7.5000 %
9	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES CAULK, GLUE, ADHESIVES & SEALANTS: OATEY	0.000		DISCOUNT	8.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
3

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
10	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	9.0000 %
11	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	10.0000 %
12	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	12.0000 %
13	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	13.0000 %
14	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES POWER & HAND TOOLS: BLACK & DECKER / DEWALT	0.000		DISCOUNT	14.0000 %
15	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	15.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
16	INFORMATION PLEASE SEE CATALOG ATTACHMENT. COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	16.0000 %
17	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES TOOLS, TESTERS, FASTENERS & ACCESSORIES: KLEIN	0.000		DISCOUNT	17.0000 %
18	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	17.5000 %
19	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	18.0000 %
20	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES CONDUIT BODIES, BOXES, CONNECTORS & FITTINGS: NEPTCO	0.000		DISCOUNT	18.4500 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

5

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
21	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	19.0000 %
22	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	20.0000 %
23	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	21.0000 %
24	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES CONDUIT BODIES, BOXES, CONNECTOS & FITTINGS: CHARLES INDUSTRIES/COIL	0.000		DISCOUNT	21.5000 %
25	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	22.0000 %
26	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES	0.000		CATALOG	23.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
27	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	24.0000 %
28	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	25.0000 %
29	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	25.5000 %
30	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	26.0000 %
31	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	27.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

7

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
32	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	28.0000 %
33	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES THREADED ROD: ERICO	0.000		DISCOUNT	28.5000 %
34	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	29.0000 %
35	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	30.0000 %
36	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	31.0000 %
37	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES COMMUNICATION & SECURITY PRODUCTS: POTTER	0.000		DISCOUNT	31.5000 %

PRICE SHEET

TERM CONTRACT AWARD /

CONTRACT NO: MA-IS-1140130-6

PAGE

8

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
38	ELECTRIC SIGNAL COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	32.0000 %
39	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES ALL OTHER BALLASTS: GENERAL ELECTRIC	0.000		DISCOUNT	33.0000 %
40	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	35.0000 %
41	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	36.0000 %
42	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	37.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

9

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
43	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FLASHLIGHTS & BATTERIES - ALKALINE INDUSTRIAL PACKS: RAYOVAC	0.000		DISCOUNT	38.0000 %
44	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	40.0000 %
45	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	41.0000 %
46	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	44.0000 %
47	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	45.0000 %
48	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES	0.000		CATALOG	48.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.				
49	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	49.0000 %
	ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.				
50	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	50.0000 %
	ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.				
51	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	52.0000 %
	ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.				
52	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	54.0000 %
	ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.				
53	COMMODITY CODE: 285-93-00-047498	0.000		CATALOG	55.0000 %
	ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES				
	FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
54	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES COMMERCIAL H/V STEEL BOXES - SQ, SWITCH, OCT, UTIL, MASONRY: CROUSE-HINDS	0.000		DISCOUNT	56.0000 %
55	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	57.0000 %
56	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES STANDARD TERMINALS - STANDARD PACK: PANDUIT	0.000		DISCOUNT	59.0000 %
57	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	60.0000 %
58	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES SIGN BALLASTS: ADVANCE / PHILLIPS LIGHTING	0.000		DISCOUNT	62.0000 %
59	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	65.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

12

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
60	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES STANDARD HID BALLASTS: GENERAL ELECTRIC	0.000		DISCOUNT	67.0000 %
61	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	68.0000 %
62	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES STANDARD ELECTRONIC BALLASTS: GENERAL ELECTRIC	0.000		DISCOUNT	70.0000 %
63	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	71.0000 %
64	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	72.0000 %
65	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES	0.000		DISCOUNT	75.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
66	SUPERSTRUT METAL FRAMING: THOMAS & BETTS / SUPERSTRUT COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FLOURESCENT ELECTRONIC BALLASTS: ADVANCE / PHILLIPS LIGHTING	0.000		DISCOUNT	77.0000 %
67	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES STANDARD LARGE LAMPS: GENERAL ELECTRIC	0.000		DISCOUNT	82.0000 %
68	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES COMMERCIAL EMT S/S & COMP FITTINGS 1/2" - 4": CROUSE-HINDS	0.000		DISCOUNT	86.0000 %
69	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES PVC CONDUIT: CANTEX IND PVC CONDUIT: CARLON ELECTRICAL DIVISION CONDUIT, CHANNEL & FITTINGS: PVC CONDUIT - SCHEDULE 40	0.000		COST-PLUS	22.0000 %
70	COMMODITY CODE: 285-93-00-047498 *LIGHTING FIXTURES & CONTROL PRODUCTS: ACUITY LIGHTING GROUP ADVENT LIGHTING CORP ALERA LIGHTING ALKCO MFG CO AMERACE CORP AMERICAN ELECTRIC DIV	0.000		COST-PLUS	26.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

14

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	AMERICAN ELECTRIC LIGHTING AMERICAN FLUORESCENT CORP AMERICAN NAIL PLATE LIGHTING INC AMERON POLE PRODUCTS CO AMETRIX ANTIQUE STREET LAMPS ARCHITECTURAL AREA ARCHITECTURAL LANDSCAPE LIGHTING ARTIMIDE LIGHTING ATLANTIC LIGHTING INC ATLITE LIGHTING EQUIP AXIS LIGHTING BEGA/US BEGHELLI INC BELFER BETA LIGHTING B-K LIGHTING INC BODINE CO BOYD LIGHTING CO BRONZELITE BRUCK LIGHTING SYSTEMS, INC CAPRI LIGHTING GROUP CHLORIDE SYSTEMS COLUMBIA LIGHTING, INC COMMERCE LIGHTING SUP CON-TECH CON-TECH LIGHTING COOPER LIGHTING GROUP CORELITE-COOPER LIGHTING CRESCENT LIGHTING DIV. A GENLYTE CO CW COLE INC DAY-BRITE LIGHTING INC. DAYBRITE/MCPHILBEN EXITS DAY-O-LITE MFG CO DAZOR MANUFACTURING CO DELRAY LIGHTING INC DESIGN PLAN LIGHTING INC DEVINE LIGHTING INC DUAL-LITE/CORNERSTONE DYNAMIC LIGHTING, INCORP EDISON PRICE LIGHTING ELECTRIX ELECTRONIC THEATRE CONTROLS INC ELITE LIGHTING EMCO PRODUCTS INC EMERGI-LITE, INC. DIV ERCO LIGHTING EVENLITE INC EXCELINE FIBERSTARS INC FINELITE				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	FOCAL POINT LIGHTING INC GAMMALUX SYSTEMS GARDCO/EMCO/MCPHILBEN GENERAL ELECTRIC LIGHTING GENERAL ELECTRIC LIGHTING SYSTEMS GUTH LIGHTING CO HADCO PRODUCTS INC DIV CRAFTLITE HAPCO DIVISION HE WILLIAMS PROD CO HOLOPHANE AN ACUITY LIGHTING HUBBELL LIGHTING INSIGHT LIGHTING INTENSE LIGHTING ISOLITE CORP JUNO LIGHTING INC KICHLER CO KIM LIGHTING KING LUMINAIRE KRAMER LIGHTING INC KURT VERSEN LIGHTING K-W INDUSTRIES INC LEDALITE ARCHITECTRL PROD LIGHTALARMS ELECTRONICS CORP LIGHTGUARD LIGHTING CONTROL & DESIGN LIGHTING SERVICES INCORP LIGHTOLIER LIGHTWAY INDUSTRIES LINEAR LIGHTING CORP LITECONTROL CORP LITE-LAB LITHONIA LIGHTING LSI LIGHTING SYSTEMS LUMEC INC LUMINAIRE LIGHTING CORP LUMINARIE LTG MAIN STREET LIGHTING MANNING LIGHTING, INC MERCURY LIGHTING PRODUCTS CO INC METAL OPTICS METALUMEN MICROLITE CORP MOLDCAST DIV MORLITE SYSTEMS INC MORRIS KURTZON INC MUSCO SPORTS LIGHTING NEO RAY PRODUCTS INC NEOTEK INC NORTH STAR LIGHTING INC NULITE LTD OXYGEN LIGHTING				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

16

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	PANASONIC PATHWAY THE LIGHTING SOURCE PCI LIGHTING CONTROL SYS PEERLESS LTG CORP PEMCO LIGHTING PRODUCTS INC PHILLIPS LIGHTING PINNACLE ARCHITECTURAL LIGHTING POULSEN LIGHTING,INC PRESCOLITE MFG. DIV PROGRESS LIGHTING PRUDENTIAL LIGHTING CO QUALITY LIGHTING RAB LIGHTING RAMBUSCH LIGHTING REBELLE LIGHTING FIXTURES CO LTD REGENT LIGHTING RIG-A-LITE RSA LIGHTING LLC SEA GULL LIGHTING PROD INC SHAKESPEARE ELECTRONICS SHAPER LIGHTING SHAT-R-SHIELD INC SIM-KAR LIGHTING FIXTURE CO SISTEMALUX USA SOLAR POWER, INC SOLAR WORLD, INC SPAULDING LIGHTING INC SPECLIGHT SPECTRUM LIGHTING SPI LIGHTING INC SPRING CITY ELECTRIC MFG CO STANDARD ENTERPRISES,INC STARFIRE LIGHTING INC STERNBERG LANTERNS INC STERNER LIGHTING SYSTEMS STONCO STRAND LIGHTING INC STRESS CRETE INC TECH LIGHTING TECHNICAL CONSUMER PRODUCTS INC THE KIRLIN CO THOMAS CAPRI/OMEGA LTG THOMAS/ GENLYTE LIGHTING GROUP TIMES SQUARE LIGHTING TRANSLITE SONOMA TUNGSRAM USA LTD US ARCHITECTURAL LIGHTING USA ILLUMINATION INC VENTURE LIGHTING/ ENERGY-WISE VISA LIGHTING CO VISIONAIRE LIGHTING				

PRICE SHEET	TERM CONTRACT AWARD
	CONTRACT NO: MA-IS-1140130-6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	VISTA LIGHTING CORP WE-EF LIGHTING USA, LLC WESTINGHOUSE LIGHTING CORP WIDE-LITE CORP A GENLYTE CO WILA LIGHTING, LLC WINONA LIGHTING ZUMTOBEL STAFF LIGHTING JOHNSON CONTROLS INC (JCI) - ADDED 3/1/12 LIGHTING PLASTICS - ADDED 3/1/12 *CONDUIT, CHANNEL & FITTINGS: PVC CONDUIT - NON METALLIC BOXES *LED LIGHTING (ADDED AS OF 3/1/12): LIGHTING SCIENCE GROUP LIGHTWILD LUSIO TRAXON				
71	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES INNERDUCT, CONDUITS & RELATED PRODUCTS: CARLON TELECOMMUNICATION DIVISION	0.000		COST-PLUS	28.0000 %
72	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES LIGHTING FIXTURES & CONTROL PRODUCTS: 100 WATT NETWORK 1ST SOURCE LIGHTING 21ST CENTURY LIGHTING ENTERPRISES 2ND AVENUE DESIGN 360 LIGHTING, L.L.C. 4WALL ENTERTAINMENT LIGHTING A & L LIGHTING LTD A TO T LAMPS AAMSCO LIGHTING INC ABS LIGHTING CORP ACCENT LIGHTING GALLERIES ACCESS LIGHTING CORP ACCULITE LIGHTING LIMITED ACKERMANN LIGHTING ACTION LIGHTING ACTIVE SAFETY	0.000		COST-PLUS	30.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
18

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	ACUITY BRANDS TECHNICAL SERVICES (Formerly SAERIS) ACUITY SOLUTIONS GROUP / ROAM LIGHTING ACUITY SOLUTIONS GROUP / SERVICES ADDISON PARRISH LIGHTING SALES INC ADDRESS-O-LITE ADJUSTABLE FIXTURE ADJUSTA-POST MFG CO ADVANCED LIGHTING ADVANTAGE LIGHTING & EQUIPMENT ADVENTURE LIGHTING AERO-TECH LIGHT BULB CO AF LIGHTING AIREY-THOMPSON AIRPORT LIGHTING AIRPORT LIGHTING EQUIPMENT AIRPORT LIGHTING SYSTEM ALABAMA LIGHTING ASSOCIATES ALADDIN LIGHT LIFT, INC. ALASKA LIGHTING & SUPPLY ALASKA SPECIALTY LIGHTING & SUPPLY ALBRIGHT LTG PLASTICS ALBUQUERQUE LIGHTING CO ALCASTCO POLE COMPANY ALCO LIGHTING INC ALEXANDRA LIGHTING SYSTEMS ALEXANDRIA LIGHTING & SUPPLY, INC. ALFA LIGHTING INC ALGER INTERNATIONAL ALICO INDUSTRIES INC ALIGHT ALLIANCE LIGHTING ALLIGHT SERVICES CO ALLSTATE LIGHTING SALES, INC. ALLUMINARE LIGHTING ALP LIGHTING & CEILING PRODUCTS ALP LIGHTING PRODUCTS ALPHA LIGHTING TECHNOLOGIES INC. ALPHA-LITE ALTMAN STAGE LIGHTING COMPANY ALUMEN 8 AMBIANCE LIGHTING AMBIENT LIGHTING AMERICAN ART IND OF FL AMERICAN COMMERCIAL LIGHTING, INC. AMERICAN DE-ROSA LAMPARTS AMERICAN GLASS LIGHT COMPANY AMERICAN LIGHT AMERICAN LIGHT POLES AMERICAN LIGHTING CO AMERICAN LOUVER COMPANY				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	AMERICAN PERMALIGHT INC AMERICAN POLE MANUFACTURING AMGLO KEMLITE LABS INC AMLITE INDUSSTRIES INC. ANCHOR LIGHTING ANGELO BROTHERS ANGSTROM STAGE LIGHTING ANTARES ENTERPRISES APEX LIGHTING INC APOGEE APPLIED LIGHTING APPROVED LIGHTNING PROTECTION CO ARC LIGHTING SYSTEM ARCH STREET LIGHTING ARCHITECTURAL DETAILS INC ARCHITECTURAL LIGHTING ARCHITECTURAL SALES & ILLUMINATION ARCHLUME INC. ARCHWAY LIGHTING SUPPLY CO. ARDEE LIGHTING, INC. AREA LIGHTING RESEARCH ARISTO LIGHTING TECHNOLOGIES, LLC ARIZONA LIGHTING SALES INC ARK LIGHTING ARMSTRONG'S LIGHTING & ELECTRICAL ARNCO ARROYO CRAFTSMAN ARTISTIC LTG & DESIGN ARTLIGHTS ASHLEY LIGHTING INC. ASSOCIATED LTG REPS ASTRALITE INCORPORATED ASTROLITE CORP ATLANTA LIGHT BULBS ATLAS LIGHTING SUPPLY ATR LIGHTING ENTERPRISES AURORALIGHT AVALANCHE RANCH LIGHT COMPANY AVIATION LIGHTING SALES B + L LIGHTING CO B&P LAMP SUPPLY B.L.GUESS LIGHTING COMPANY BALDINGER ARCH LTG BALDWIN LIGHTING INC. BARBIZON LIGHTING BARTCO LIGHTING INC BASELITE BAYCO BBC LTG AND SUPPLY BCL PRODUCTS INC. BEACHSIDE LIGHTING				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
20

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	BEACON ILLUMINATION INC BEACON PRODUCTS BENDALITE BERGEN INDUSTRIES, INC. BESA LIGHTING BETA-CALCO INC BEVOLÓ GAS & ELECTRIC LIGHTS BIEBER LIGHTING CORP BIG BEAM EMERGENCY SYSTEMS INC BIRCHWOOD LIGHTING, INC. BIRMINGHAM LIGHT BULB SUPPLY BL INNOVATIVE SIGNS & LIGHTING BLOND LIGHTING FIXTURE SUPPLY BLOOM LIGHTING BOSTON LIGHT SOURCE BRANDON LIGHTING, INC. BRASS LIGHT GALLERY INC BRIGHT FOCUS SALES, INC. BRIGHT PATH LIGHTING INC. BRIGHTLINE BRILLIANT LIGHTING, INC. BRITE-LITE WHOLESALE LIGHTING DIST BRODWAX LIGHTING BROWNLEE LIGHTING INC BUDGET LIGHTING OF IOWA BUILDERS LIGHTING BULB DIRECT INC BULB STORE, INC. BULBMAN BULBRITE IND BULBS.COM BULBTRONICS INC BULBWORKS				
73	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES CORE LIST ITEMS (FIXED PRICE) FOR CORE LIST ITEMS AND PRICING, PLEASE SEE CATALOG ATTACHMENT.	0.000		CATALOG	0.0000 %
74	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES	0.000		COST-PLUS	30.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	LIGHTING FIXTURES & CONTROL PRODUCTS: C P I CONCRETE PRODUCTS C.E.W LIGHTING INC C.G.L. LIGHTING INCORPORATED C.J. LIGHTING CO. INC. C.K. LIGHTING CA LIGHTING LENSES INCORPORATED CABINET & LIGHTING SUPPLY CAL LIGHTING CALIFORNIA ACCENT LIGHTING,INC CALIFORNIA ARCHITECTURAL LIGHTING CALIFORNIA CATHODE & NEON CALIFORNIA LIGHTWEIGHT PUMICE INC CALIFORNIA STAGE & LIGHT CANDELA CORPORATION CAPITAL LIGHTING CARENDINI CAROLINA HIGH MAST, INCORPORATED CAROLINA LIGHTING CASABLANCA FAN CO CASCADE LIGHTING, INC. CATHODE LIGHTING SYSTEM CBA LIGHTING & CONTROLS, INC. CBC LIGHTING CD LIGHTING, INCORPORATED CELESTIAL LIGHTING CENTENNIAL LIGHTING PRODUCTS INC CENTRAL LIGHTING PLASTICS CGF DESIGN CHALLENGER LIGHTING COMPANY CHARLESTON LIGHTING AND INTERIORS CHICAGO LIGHTING SERV INC CHICAGO MINIATURE LAMP CHRISTMAS LIGHTS, ETC. CIRCLE LIGHTS DIV-NATALE CITILIGHTS LIGHTING INC CITY LIGHTING CJS LIGHTING, INC. CLASSIC ILLUMINATION CLASSIC LIGHITNG CORP. CLEVELAND ARCHITECTURAL LIGHTING CLI FIXTURES COAST LAMP MANUFACTURING COASTAL LIGHTING & SUPPLY COLOR KINETICS COMMERCIAL LIGHTING COMMONWEALTH LIGHTING INC. CONCEALITE LIFE SAFETY PR CONCORD FANS & LIGHTING CONNECTICUT LIGHTING CONSERVE-A-WATT LTG				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
22

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	CONSOLIDATED ARCHITECTURAL CONTEMPORARY LIGHTING CONTINENTAL LIGHTING SYST CONTRACT LIGHTING, INC. CONTRACTORS CHOICE LTG CORBETT LIGHTING INC CORNICE LIGHTING SYSTEMS CORONA LIGHTING COVENTRY LIGHTING CRAFTMADE CREATIVE DESIGNS IN LIGHTING INC. CREATIVE ILLUMINATION INC CREATIVE LIGHT SOURCE CRENSHAW LIGHTING CORP CRESSWELL LIGHT CRISTAL CROSS LIGHT INC. CROWNLITE MFG CORP CRYSTAL CLEAR CRYSTAL LIGHTING CORPORATION CRYSTORAMA LIGHTING CSL LIGHTING INC CV LIGHTING C-W LIGHTING CYCLONE LIGHTING D&M LIGHTING SALES INC DABMAR-CANOGA PARK DAC LIGHTING DALE TIFFANY DALLAS LIGHT BULB DELIVERY DALLAS POLE DAL-LITE, INCORPORATED DANA LIGHTING DANALITE-CERRITOS DANSK LIGHTS INC DARK TO LIGHT INC DASAL INDUSTRIES DAVIS & ASSOC DAVIS/MULLER LIGHTING DE LIGHT VILLE DECOR LIGHTING DEEP ROOF LIGHTING DEEP SEA POWER & LIGHT DELTA LIGHTING DELTA LIGHTNING ARRESTORS INC DELUX CUSTOM LIGHTING, INC DENCO LIGHTING DENNY LAMP CO DEREK MARSHALL LIGHTING DESIGN LIGHTING DIALIGHT CORPORATION				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

23

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	DIGITAL LIGHTING SYSTEMS DISCOUNT LIGHTING DIVERSIFIED ARCHITECTURAL LIGHTING DIVERSIFIED LIGHTING D'LIGHT AND DESIGN D'LIGHTS BY SPJ LILGHTING, INC DM LIGHTING INCORPORATED DONOVAN LIGHTING LTD DOT LIGHTING, INC. DOUGLAS LIGHTING CONTROL DRAMA LIGHTING DREAMSCAPE LIGHTING DURA LAMP DURAY FLUORESCENT MFG CO. DYNA-BRITE LTG OF AMERICA, INC EAGLE HIGH MAST LIGHTING CO INC EAST COAST LIGHTNING EQUIP EASYLITE INC. ECHO LIGHTING, INC ECLAIRAGE CONTRASTE ECLIPSE LIGHTING ECO PARKING LIGHTS ECOLITE MFG CO ECONOLITE ECONOMY LAMP EDSUN LIGHTING FIXTURE EDWARD ALDEN LIGHTING EFFICIENT LIGHTING LTD. EL PASO LIGHTING ELCAST LIGHTING ELCO LIGHTING ELECTRA-LUME INC ELECTRIC LIGHT COMPANY ELECTRIC LIGHTING AGENCIE ELECTRODEX ELECTRONICS DIVERSIFIED ELITE AIR SYSTEMS INC. ELITE ENGINEERING INC ELITE SEMICONDUCTOR PRODS E-LITE TECHNOLOGIES INC ELK LIGHTING ELSCO LIGHTING EMERALD LIGHTING EMERGENCY & EXIT LIGHT EMERGENCY LIGHTING PRODUC EMERGENCY LITE SVC CNTR EMERGENCY LTG & MAINT ENCAPSULITE ENDOT ENERCON LIGHTING INC ENERGETIC LIGHTING				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

24

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
75	<p>ENERGY PLUS LIGHTING ENERGY SOLUTIONS INTL. ENGINEERED LIGHTING . ENTERPRISE LIGHTING ENTERTAINMENT LIGHTING SERVICE ENVIRONMENTAL LIGHTING EPIPHANY LIGHTING EPOXYLITE CORP ERNI AIRLIGHT, INC ERRICSON MANUFACTURING ESCO LIGHTING INC. ESTAR LIGHTING INC. EUREKA EUROFASE-CANADA INC EUROLITE EXCELITE INC EXIDE LIGHTGUARD EXTERIEUR VERT LIGHTING EYE LIGHTING INTL</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES</p> <p>LIGHTING FIXTURES & CONTROL PRODUCTS: FABBY FABULUX INC FAD LIGHTING FAILSAFE LIGHTING SYSTEMS FAIRLITE ELECTRIC FANS & LIGHTING BY SOUTHERN INC FARLIGHT LLC FC LIGHTING MANUFACTURERS INC. FEDERATED LIGHTING INC FERRINI-KONARSKI ASSOC FINE ART LAMPS FINE EX LAMPS INC FIRE FARM LIGHTING FIREFLY LIGHTING, INC. FIRELITE FIRE-LITE ALARMS INC FIRST LIGHT LIGHTING SYSTEMS FLAGPOLES, INC. FLEXLITE INC FLIGHT LIGHT INC. FLORIDA BULB & BALLAST INCORPORATED FLORIDA COAST LIGHTING INC. FLORIDA PLASTICS AND LIGHTING INC FLORIDA SPORTS LIGHTING INC</p>	0.000		COST-PLUS	30.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

25

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	FLOS INCORPORATED FLUORESCENT SUPPLY CO. FLUORESCO LIGHTING FLUOROLITE PLASTICS FOCUS LIGHTING FOOTHILLS LIGHTING & SUPPLY FORECAST LIGHTING CO FORTE LIGHTING, INC. FORUM INC FRANKLIN LIGHTING FREDRICK RAMOND INC FRESNO INDUSTRIAL LAMP FURNLITE, INC. FUTURA LIGHTING G LIGHTING GARMIRE IRON WORKS GASLIGHT CONVERSION GE TOTAL LIGHTING CONTROLS GENESIS LAMP CORP GEORGIA LIGHTING GEORGIAN ART LIGHTING DESIGNS INC GERBER PLUMBING FIXTURES GILBERT INDUSTRIES INCORPORATED GILWAY TECHNICAL LAMP GLASS ILLUMINATIONS, INC. GLOBAL LIGHTING GLOW LIGHTING INC. GLUCKSMAN LIGHTING PRODUCTS INC GM LIGHTING LLC GOLDEN LIGHTING GOLDSTAR ELECTRONIC BALLASTS GOLIGHT, INC. GOOD EARTH LIGHTING INC GOPHER STAGE LIGHTING GOTHAM GRAHAMS LIGHTING FIX GRAND BRASS LAMP PARTS INC GRAND CANYON LIGHTING GREAT LAKES LIGHTING GREEN LIGHTING COMPANY GREEN LITE LIGHTING CORP GRIMES AEROSPACE GTF LIGHTING ASSOC. INC. GULF LIGHTING GVA LIGHTING H & H LIGHTING COMPANY H & H MET/FAB/FIXTURES H K LIGHTING GROUP HACIENDA LIGHTING HALCO LIGHTING CORP. HALLMARK LIGHTING				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

26

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	HALO LIGHTING DIV. HALOGEN LIGHTING PRODS HAMPSTEAD LIGHTING & ACCESSORIES HANKS ILLUMINATIONS HANOVER LANTERN HARDI LIGHTING HARGER LIGHTNING PROTECTION INC HARMONY LIGHTING INC HARRIS MANUFACTURING, INC HART LIGHTING & SUPPLY HD LIGHTING HEADLIGHT AUDIO VISUAL HEALTHCARE LIGHTING HEARY BROS LIGHTING HERA LIGHTING INC HERITAGE CASTING & IRONWORKS LTD HERWIG LIGHTING HESS LIGHTING II, INC. HESSAMERICA HEVI LITE, INC. HIGH SIERRA LIGHTING INC HIGH VOLTAGE BULBS INC HIGHLIGHT INDUSTRIES, INC HIGHLIGHTERS HIGHLITE CONSTRUCTION CO HIGH-LITES, INC. HI-LITE MFG CO HILL LIGHTING HINKLEY LIGHTING HI-TECH LAMPS, INC HOLTKOETTER INTERNATIONAL HONSA LIGHTING HOSSLEY LIGHTING ASSOC HOUSE OF LIGHTS INC HOUSE-O-LITE CORP HOUSTON LIGHTING HOWARD LIGHTING SALES HUDSON VALLEY LIGHTING HYAK LIGHTING HYDREL HY-LIGHT GROUP, INC. ICA SPORTS IDEALITE CORP. ILC INTELLIGENT LTG ILEX ARCHITECTURAL LIGHTING ILIGHT TECHNOLOGIES INC. ILLUMINATING EXPERIENCES ILLUMINATION & ELECTRICAL SYSTEM ILLUMINATION CONCEPTS&SAL ILLUMINATION SALES ASSOC INC. ILLUMINATION SYSTEMS				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

27

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	ILLUMINATION TECHNOLOGIES ILLUMINATIONS INC IMPERIAL BRONZELITE INDEPENDENT LIGHTING SASLES INDESSA LIGHTING INDIANA CUSTOM LIGHTING INDUSTRIAL LIGHTING PRODUCTS INDUSTRIAL LIGHTING SUPPLY INC INDUSTRIAL RIG LIGHTS,INC INDUSTRY & DESIGN LIGHT, INC. INFINITY LIGHTING INC INGWERS LIGHTING GROUP, INC. INKA LIGHTING INLAND LIGHTING INLITE CORP INNOVATIVE LIGHTING INTERLECTRIC INTERLIGHT INTER-LUX INTERNATIONAL LIGHTING MFG CO INVERSE LIGHTING IO LIGHTING IOTA ENGINEERING ISIS LIGHT ISLAND LIGHTING COMPANY IVALO LIGHTING INC. J C WRIGHT LIGHTING SALES INC. J.A.M.LIGHTING INC JACKSONVILLE LIGHT BULB DELIVERY JAMES & COMPANY LIGHTING JANMAR LIGHTING JDL LIGHTING & ELECTRIC JEFFERSON LIGHTING AND BRASSWORKS JESCO LIGHTING INC JJI SPECIALTY LIGHTING JK LIGHTING SYSTEMS JOHN NALLE LIGHTING CO JOHNSON ART STUDIO JPL LIGHTING DIV JTH LIGHTING ALLIANCE JUSTICE DESIGN KAHALLEY LIGHTING, INC. KALCO LIGHTING INC KAM LIGHTING KATOLIGHT CORPORATION K-B LIGHTING KELSEY-KANE LTG MFG CO KENRO LIGHT INC KENROY INTERNATIONAL KEYSTONE KING LIGHTING INC				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
76	<p>KLOPFENSTEIN'S LIGHTING KULITE SEMICONDUCTOR PRODUCTS INC KW/2 LIGHTING PRODUCTS</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES</p> <p>LIGHTING FIXTURES & CONTROL PRODUCTS: L A LIGHTING L&S LIGHTING FIXTURES L.A.P.D. SALES INC. - AMERON POLES LAKESHORE LIGHTING LAMP DEPOT LAMP SALES UNLIMITED LAMP TECHNOLOGY INC LAMP LAMPAS CONTROLS INC. LAMPS PLUS LANDSCAPE LIGHTING SUPPLY LANGE LIGHTING LATIGO LIGHTS INC LAURENT LIGHTING LAWRIN CONTRACT LIGHTING LCD LIGHTING INC. LDPI INC LEADCO LIGHTING LECTRIC LITES CO. LED DYNAMICS LED POWER, INC. LED, INCORPORATED LEDS LEDTRONICS INC LEESMAN LIGHTING SALES LEGACY LIGHTING LEGION LIGHTING CO INC LENS MASTERS INC LENSCO INC. LEOTEK LHI LIGHTING SALES INC LIBERTY LIGHTING PROD LIGHT ALARMS LIGHT BRIGADE INC. LIGHT BULB DEPOT LIGHT BULB DIST. LIGHT BULB SUPPLY CO LIGHT BULBS ETC LIGHT BULBS PLUS INCORPORATED LIGHT BULBS UNLIMITED</p>	0.000		COST-PLUS	30.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

29

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	LIGHT CONCEPTS LIGHT CONTROL & DESIGN LIGHT CONTROL SOURCE LIGHT CORP LIGHT CRAFT MFG,INC. LIGHT INC CORPORATION LIGHT LINES INC LIGHT PROCESS COMPANY LIGHT PRO'S INC LIGHT SOLUTIONS INC. LIGHT SOURCE LIGHT SPEC LIGHT SPOT LIGHT SWITCHES LIGHT WAVES CONCEPT, INC. LIGHTCRAFTERS, INC LIGHTTECH INC LIGHTEL TECHNOLOGIES INC LIGHTHOUSE SUPPLY LIGHTING & BULBS UNLIMITED LIGHTING & CONTROLS LIGHTING & ELECTRICAL SALES CO INC LIGHTING & ELECTRONICS LIGHTING & LAMP WHOLESALERS INC LIGHTING & POWER SOURCE LIGHTING ACCESSORIES LIGHTING AFFILIATES INC LIGHTING ALTERNATIVES LIGHTING ARTISTRY LIGHTING ASSOCIATES LIGHTING ASSOCIATION OF SAN DIEGO LIGHTING BOLT & SUPPLY LIGHTING BY ERIK LIGHTING COLLABORATIVE INC LIGHTING COMPONENTS & DESIGN LIGHTING CONCEPTS & CONTROLS INC LIGHTING CONCEPTS,INC. LIGHTING CONTROL SPECIALIST GROUP LIGHTING CONTROL, INC. LIGHTING DESIGN & SALES LIGHTING DIMENSIONS LIGHTING DYNAMICS INC LIGHTING ELEGANCE INC LIGHTING ELIMANATORS & CONSULTANTS LIGHTING FIXTURE & SUPP LIGHTING GROUP NORTHWEST LIGHTING INC LIGHTING INNOVATIONS LIGHTING OF VIRGINIA LIGHTING PARTNERS OF CENTRAL FLORID LIGHTING PARTNERSHIP				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

30

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	LIGHTING PRODUCTS CO LIGHTING REPRESENTATIVE LIGHTING RESOURCES, INC. LIGHTING SASLES INC. LIGHTING SCIENCE GROUP LIGHTING SCULPTURES INC LIGHTING SOLUTIONS LIGHTING SPECIALTIES LIGHTING SUPPLIES LIGHTING SUPPLY LIGHTING SYSTEMS LIGHTING TECHNOLOGIES LIGHTING TRENDS, INC. LIGHTING UNIVERSE.COM/FIXTURE LIGHTING UNLIMITED LIGHTING VIRGINIA LIGHTING VISIONS INC LIGHTING WORKS LIGHTING&LOWERING SYSTEMS LIGHTMATIC LIGHTING CONTROLS LIGHTNIN LIGHTNING BUG LTD LIGHTNING MASTER CORPORATION LIGHTNING PROTECTION CORPORATION LIGHTNING ROD PARTS LIGHTNING, INC. LIGHTOLOGY LIGHTPANEL TECHNOLOGIES LIGHTRON LIGHTING LIGHTRONICS INC. LIGHTS OF AMERICA LIGHTSMITH LIGHTSPANN ILLUMINATION LIGHTSTAT INC LIGHTSTYLE OF ORLANDO LIGHTWAVE COMMUNICATIONS, INC LITE ENERGY INC LITE EXCHANGE LITE MAKERS INC LITE RAZE, INC. LITE SOURCE INC. LITE TECH LITEALL SERVICES LITEFORM DESIGNS LITELINE CORPORATION LITELINES INC. LITESOURCE LITE-TECH INDUSTRIES LITETOUCH INC LITE-TRONICS LITEWORKS, INC				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

31

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	LITEWORX LITEX/LIBCO IND INC LITON LIGHTING LITTLITE LIVEX LIGHTING LL LIGHTING RESOURCES, INC. LOFINGS LIGHTING INC LONE STAR LIGHTING INC LONESTAR PRESTRESS LOS ANGELES LIGHTING LOUIE LIGHTING INC. LOUKEN LIGHTS, INC. LOUVERS INTERNATIONAL LPI LIMITED PARTNERSHIP LPS LIGHTING SALES INC. LTG & ELECT DESIGN LTG PLASTICS SUPPLY-DOR LUCIFER LIGHTING COMPANY LUMA LIGHTING INDUSTRIES LUMA SALES ASSOC LUMALIER LUMALITE PRODUCTS CO LUMASCAPE LIGHTING INDUSTRIES LUMASCAPE U.S.A., INC LUMATECH CORPORATION LUMAX INDUSTRIES LUMAX LIGHTING SYSTEMS LUMEN FX LUMEN POWER LUMEN SALES ASSOCIATES LUMEN-8 LUMENARC INCORPORATED LUMENART LUMENFORM INDUSTRIES, INC. LUMENTON LUMETTA INCORPORATED LUMEX INC. LUMIERE LIGHT LUMILITE LUMINART LIGHTING DESIGN LUMINIS USA, INC. LUMUX INC LURIE LTG LUTREX LIGHT & DESIGN LUX LIGHTING LUXO LAMP CORP LUXURY LIGHTING LUZ LIGHTING LYNDE LIGHTING LYRIC LIGHTING LTD LYTE POLES INC				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
32

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
77	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES</p> <p>LIGHTING FIXTURES & CONTROL PRODUCTS:</p> <p>M & M LIGHTING L.P.</p> <p>M&M LIGHTING SALES</p> <p>M/H LIGHTING ASSOCIATES INC</p> <p>MADISON AAVENUE LIGHTING</p> <p>MAGNARAY INTERNATIONAL SALES,INC</p> <p>MALCOLITE CORP</p> <p>MANIFESTO CORPORATION</p> <p>MARINA POWER & LIGHTING</p> <p>MARITEAM LIGHTING INC.</p> <p>MARK ARCHITECTURAL LIGHTING</p> <p>MARTIN PROFESSIONAL</p> <p>MARVEL LIGHTING CORP</p> <p>MATTHEW LIGHTING</p> <p>MAXIM LIGHTING</p> <p>MAXLITE</p> <p>MCFADDEN LIGHTING CO</p> <p>MEDICAL ILLUMINATION</p> <p>MELISSA LIGHTING</p> <p>MEMPHIS LIGHT, GAS AND WATER</p> <p>MEMPHIS LIGHTING SALES</p> <p>METALUX LIGHTING</p> <p>METROLIGHT USA</p> <p>METROLUX LIGHTING</p> <p>MICA LIGHTING CO INC</p> <p>MICHAEL'S LIGHTING</p> <p>MICRO LAMPS INC</p> <p>MICROLAMP</p> <p>MICRO-LITE INC.</p> <p>MID ATLANTIC LIGHTING</p> <p>MID OHIO LIGHTING SALES</p> <p>MID-STATE LIGHTING PROTECTION INC</p> <p>MIDWEST LAMP PARTS CO</p> <p>MIDWEST LIGHTING,INC</p> <p>MILLENNIUM LIGHTING</p> <p>MILLER BEND LIGHTING</p> <p>MILLERBERND</p> <p>MILLS ARCHITECTURAL LTG</p> <p>MILWAUKEE LIGHT BULB</p> <p>MINKA AIRE</p> <p>MISC. ALTERNATIVE ENERGY PRODUCTS</p> <p>MISC. ENERGY MANAGEMENT PRODUCTS</p> <p>MISC. INDUCTION LIGHTING PRODUCTS</p> <p>MISC. L.E.D. LIGHTING PRODUCTS</p>	0.000		COST-PLUS	30.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
33

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	MISC. LIGHTING & ENERGY MANAGEMENT SERVICES MISC. LIGHTING MANUFACTURERS MISC. SOLAR ENERGY PRODUCTS MISC. SOLAR LIGHTING PRODUCTS MISC. WIND PRODUCTS MMJ LIGHTING LTD MODERN LIGHTING MOFFATT PRODUCTS INC MOHN'S LAMPTRICIAN SHOP MONARCH LIGHTING CO MOORE LAMBERT LIGHTING INC MORRISON LIGHTING MOUNTAIN STATES LIGHTING AGENCY MP LIGHTING MULE EMERGENCY LTG CO INC. MULTI-LITE MURPHY LIGHTING SYSTEMS MURRAY FEISS CO MYTECH INCORPORATED NATIONAL LIGHTING NATIONAL SPECIALTY LIGHTING NATRALITE FILTERS, INC. NCI LIGHTING, INC NEEL LIGHTING & CONTROLS NEIDHARDT INC NESSEN LIGHTING INC NEVADA ILLUMINATION INC NEVADA LIGHTING NEW ENGLAND LIGHTING INC NEW ORLEANS LAMP NEWSTAMP LIGHTING CO NEXT GENERATION ENERGY NICOR LIGHTING & FAN NIGHTSCAPING NILAND COMPANY NIXALITE OF AMERICA NORA LIGHTING NORAL LIGHTING INC NORBERT BELFER LTG MFG CO NORMAN LAMPS, INC. NORTH AMERICAN LIGHT SPECTRUM NORTH PACIFIC POLE CO NORTHERN ILLUMINATION CO INC NORTHERN LIGHT CO NORTHERN LIGHTING INC NORTHSTAR LIGHTING DESIGN NORTHWEST LIGHTING NORTON INDUSTRIES NORWELL MANUFACTURING COMPANY NOVA LIGHTING NOVELTY LIGHTS, INC.				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
34

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	NRL LIGHTING PRODUCTS NSI ARCHITECTURAL LIGHTING NULCO LIGHTING NULUX NUTECH LIGHTING CORP. A/R OCEAN STATE LIGHTING OCEANSIDE COASTAL LIGHTING COMPANY OHIO LENS SUPPLY CO OKLAHOMA LIGHTING SYSTEMS, LLC O'LAMPPIA STUDIO OLD DOMINION LIGHTING OLD WORLD LIGHTING INC OLYMPIC LIGHTING OMNI LITE ONE STEP LIGHTING & LANDSCAPE ORBIT ELECTRIC & LTG INC ORBIT LIGHTING LIMITED ORGATECH OMEGALUX ORLANDO LIGHTING OSRAM/SYLVANIA OVAL LIGHTING PRODUCTS P & K POLE PRODUCTS INC PACE ILLUMINATION CORP PACIFIC COAST CONTRACT PACIFIC LAMP & SUPPLY PACIFIC LAMP WHOLESALE PACIFIC LIGHTING PANI PROJECTION & LIGHTING PANTHER CITY LIGHTING PAPPI LIGHTING PARAFLEX LIGHTING PARAMOUNT INDUSTRIES PARLIGHTS, INC PARS LIGHTING PLASTICS PATLITE (USA) CORP PAULUHN ELECTRIC MANUFACTURING PEACHTREE CORNERS LTG PEACHTREE LIGHTING PEAKE LIGHTING PEC LAMP USA CORP PENDANT SYSTEMS PENN LIGHTING ASSOC PERFECLITE CO PERFORMANCE LIGHTING PRODUCTS PERFORMANCE LTG & CONTROLS PERMLIGHT PRODUCTS PHASE LINER OF MICHIGAN, INC PHILLIPS LAMPS PITTSBURGH LIGHTING SOLUT PLASTICS FOR LIGHTING PLC LIGHTING				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
35

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	PMC LIGHTING POINT LIGHTING CORP POLARIS LIGHTING INC. POULSEN LIGHTING,INC POWER + LIGHTING SYST POWER LIGHTING PRODUCTS PRECAST CONCRETE CO PRECISION LIGHTING PRECISION OUTDOOR LIGHTING, INC PREMIER LIGHTING PREMIER LIGHTING & POWER, INC. PRESTOLITE CO PRG LIGHTING PRIMELITE MFG CORP PRIMUS LIGHTING INC PRISMA NORTH AMERICA INC PROFESSIONAL LAMPS INC PROFESSIONAL LIGHTING PROGRESSIVE INNOVATORS INC PROLIGHT PROLUME INC PRO-TECH LIGHTING PUBLIC SERVICE LAMP CORP PURITAN LIGHTING FIXTURE PYRAMID LIGHTING				
78	COMMODITY CODE: 285-93-00-047498	0.000		COST-PLUS	30.0000 %
	ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES LIGHTING FIXTURES & CONTROL PRODUCTS: QSR INDUSTRIAL SUPPLY QUALITE QUANTUM LIGHTING QUATTRO LIGHTING QUEST LIGHTING VENTURE LLC QUIGLEY LIGHTING COMPANY QUOIZEL LIGHTING REFLECTIONS, INC. QUORUM R C LURIE CO INC R L S LIGHTING R.C. BILLITER RADIANT ILLUMINATION, INC RADIANT LIGHTING RAE LIGHTING REBEL LIGHTING RECYCLIGHTS - WEST LLC REGENCY CEILING FANS REGENCY LIGHTING				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
36

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	REGIONAL LIGHTING REJUVENATION RELIABLE BALLAST INC RELOC REMCRAFT LIG PROD RENOMA LIGHTING INC RESIDENTIAL LIGHTING RESOURCE LIGHTING RICHARDS LIGHTING RIMROCK LIGHTING RITE-O-LITE OF CA INC ROBBINS LIGHTNING INC ROBERT ABBEY INC. ROBERT LIGHTING & ENERGY ROBERTS STEP-LITE SYS ROBERTSON TRANSFORMER ROBERTSON WORLDWIDE ROXTER LIGHTING ROYAL LITE MFG & SUPPLY CORP ROYCE LIGHTING RSL LIGHTING RUEFF LIGHTING RUUD LIGHTING SACRAMENTO THEATRICAL LTG SAFE-T-LITE SAFETY LAMP CO. SAFETY LIGHT CORP SAGE LIGHTING LTD SALES FOR LIGHTING INC SAN DIEGO STAGE & LIGHTING SUPPLY, SATCO PRODUCTS INC SATELLITE ENGINEERING GROUP,INC. SATELLITE INDUSTRIES INC. SAVANT LIGHTING SCEON LIGHTING SYSTEMS SCHONBEK WORLDWIDE LTG SCIENTIFIC LIGHTING PRODUCTS SCOTT ENGINEERING SCOTT LAMP CO INC SCOTT'S EMERGENCY LTG SEA-TAC LIGHTING SALES SEATTLE LIGHTING FIXT SECURITY LIGHTING SYS,INC SELECTA-SWITCH SELF POWERED LTG LTD SELUX CORP SENTINEL LIGHTING SEQUOIA LIGHTING CORP SESCO LIGHTING SHURE INC. SIDE-LITE				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
37

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	SIEMENS AIRFIELD SIERRA WEST LIGHTING SIGNATURE LIGHTING AND SUPPLY SIGNTEX INC. LIGHTING SILHOUETTE LIGHTS & STAGING SILTRON EMERGENCY SYSTEMS SITE LIGHTING IND. SKYLINE LIGHTING SLD-SPECIALTY LTG DISTR SLI LIGHTING SOLUTIONS SLP SAFETY LIGHTING PRODUCS SMC LIGHTING SUPPLY SMITH LIGHTING SALES INC SNELSON OILFIELD SOFT LIGHTING SYSTEMS SOLA CANADA SOLAR ILLUMINATIONS SOLAR OUTDOOR LIGHTING INC SOLAVANTI LIGHTING SOLERA CORP. SOL-REX SOLUX DESIGN, INC. SONOMA LIGHTING SOUTH COAST LIGHTING & DESIGN SOUTHEAST LIGHTING INC SOUTHERN LIGHTS SPARK LIGHTING INTERNATIONAL SPECIAL FX LIGHTING SPECIALIZED COMPONENT SALES CO INC SPECIAL-LITE PRODUCTS SPECIALTY BULB CO INC SPECIALTY LAMP INTL SPECIALTY LIGHTING INC SPECIALTY STORE LIGHTING SPECIFIED LIGHTING SPECTRA LIGHTING SPECTRO LUME INC SPJ LIGHTING INC. SPOT LIGHTING SUPPLIES INC SPRING HILL LIGHTING AND SUPPLY INC SQUARE 1 PRECISION LIGHTING INC SRB TECHNOLOGIES INC ST LOUIS ANTIQUE LIGHT ST. LOUIS LIGHTING GROUP STAGE EQUIPMENT AND LIGHTING INC STAGELIGHT, INC. STANDARD LIGHTING DISTRIBUTORS STAR HEADLIGHT & LANTRN STAR LIGHTING & SUPPLY STARLED STEARNS LIGHTING SALES				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

38

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	STERLITE OPTICAL TECHNOLOGIES STEWART LIGHTING STINGRAY LIGHTING, INC. STONE MANOR LIGHTING STONELIGHT STRATOS LIGHTWAVE LLC STREET LIGHTING EQUIP STUDIO ITALIA DESIGN STURDY LANTERN STYLECRAFT LAMPS INC SUN WEST ENGR INC SUNRISE LIGHTING SUNSHINE LIGHTING SUPER BRIGHT LEDS SUPERIOR LAMP & SUPPLY SUPER-LITE LIGHTING LTD. SUPREME LIGHTING SURELITE PRODUCTS SURF LIGHTING INC SWIVELIER CO INC SYLVAN DESIGNS SYLVANIA LIGHTING EQUIP SYLVANIA LIGHTING PRODUCTS SYLVANIA LIGHTING SERVICES SYNERGY				
79	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES LIGHTING FIXTURES & CONTROL PRODUCTS: T E A M LIGHTING, LLC T-1 LIGHTING TAMPA BAY LIGHTING INC TANGO LIGHTING TARGETTI-TIVOLI, INC. TASK LIGHTING CORP TAYLOR & JORDAN LIGHTING SALES TEC LIGHTING TECHLIGHT TECHLITE CORP TECHN I TE SYSTEMS TECHN-LUX, INC. TECHNOLITE TEKA ILLUMINATION TEMPO LIGHTING TENNESSEE LIGHTING SALE TENSOLITE SUB OF CARLISLE CORP TERON LIGHTING CORPORATION	0.000		COST-PLUS	30.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

39

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	TERRALUX TERSON TESCO LIGHTING & DESIGN TEXAS LIGHTING SALES TEXAS SCENIC COMPANY THE AMERICAN GLASS LIGHT CO THE ARTEMUS LIGHTING CO. THE BEACON LIGHT AND SUPPLY CO THE DYNAMIC GROUP THE HIGHLITER THE HOUSE OF LIGHTS THE LENS MAN - W/S THE LIGHT BRIGADE INC THE LIGHT BULB SHOPPE THE LIGHT EDGE, INC. THE LIGHT POST THE LIGHTHOUSE THE LIGHTING ALLIANCE THE LIGHTING EDGE, INC. THE LIGHTING GROUP THE LIGHTING SOURCE THE LIGHTSHIP GROUP, LLC THE REFLEX LIGHTING GROUP, INC. THEATRICAL LIGHTING SYSTEMS, INC. THHC LIGHTING THINLITE THO LIGHTING THOMAS OUTDOOR LIGHTING THOMPSON LIGHTNING THOMPSON LIGHTNING PROTECTION TIR LIGHT PIPE TIR SYSTEMS LTD TM LIGHTING INC TMS LIGHTING TOCOR LIGHTING PRODUCTS TOKISTAR LTG INC TOP BRASS LIGHTING TOPAZ LTG CORP TOPBULB.COM LLC TOTAL LIGHTING & CONTROL TOTAL LIGHTING CONCEPTS TOTAL LIGHTING PRODUCTS INC TPL LIGHTING TRADITIONAL CONCRETE INC TRANS GLOBE TRANS-LITE INC TRAVIS LIGHTING SUP CO TREND LIGHTING TRI LITE INC. TRI STATE LIGHTING & SUPPLY CO INC TRIARCH INTERNATIONAL				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

40

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	TRI-LITE INC TRINITY LIGHTING INC TRI-STAR LIGHTING TRI-STATE LIGHT & ENERGY TROY-CSL LIGHTING TSR LIGHTING INC. TUBE LIGHTING PRODUCTS TUBELITE TWO HILLS STUDIO, INC TWR LIGHTING, INC. U S POLE CO INC U.B.A. LIGHTING U.S. LIGHTING, INC. U.S. MINIATURE LAMPS UDEC-ADVANCED LIGHTING ULTRALIGHTS UNILUX INC UNIQUE LIGHTING SYSTEMS, INC UNITED ASSOC LIGHTING UNITED LIGHT CO UNITED LIGHTING . UNIVERSAL LIGHT SOURCE UNIVERSAL LIGHTING UNIVERSAL SPORTS LTG US LIGHTING UVP INC VALLEY LIGHTS VANGUARD LIGHTING, INC. VANTAGE LIGHTING, INC. VANTAGE LUMINAIRES VARA-LIGHT DIMATRONICS VEAZEY LIGHTING GROUP INC VERILUX VERSAILLES LIGHTING INC VERTEX LIGHTING INC. VICTOR ILLUMINATING VICTORIAN LIGHTING WORKS VILLA LIGHTING SUPPLY, INC VILLAGE VIEW LIGHTING INC VINCENT LIGHTING SYSTEM VISIBLE LIGHT VISIBLE LIGHT - SOLAR TECHNOLOGIES, INC. VISION 3 LIGHTING VISION LIGHTING VISIONEERED LIGHTING MFG. LTD. VISTA PROFESSIONAL OUTDOOR VISUAL COMFORT LTG VISUAL LIGHTING VIVID LIGHTING INC. VOIGT LIGHTING IND INC VOLTARC TECHNOLOGIES INC				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE

41

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	VOLUME INTL VOSS LIGHTING VOSSLOH-SCHWABE W L S LIGHTING W. J. WHATLEY INCORPORATED W. J. WHATLEY INCORPORATED W.F. HARRIS LIGHTING CO. WAC LIGHTING WALDMANN LIGHTING CO. WARCE WARD LIGHTING CO. WARNING LITES OF ALASKA INC WELLMADE METAL PRODUCTS WELSBACH LIGHTING INC WENDELIGHTING AND DESIGN WEST COAST LIGHTING WEST LIGHTING, INC. WEST MICHIGAN LIGHTING WESTAR LIGHTING WESTERN FLORIDA LIGHTING, INC. WESTERN ILLUMINATED PLASTICS INC WESTERN LIGHT SOURCE WESTERN LIGHTING WF HARRIS LIGHTING WHATLEY WILCOM WILD WEST LIGHTING WILSHIRE MANUFACTURING WILSON LIGHTING CO. WISCONSIN LIGHTING SALES WISE LIGHTS MFG WISMARQ LIGHT CO INC WLS LIGHTING SYSTEMS WOBBLE LIGHT WORLD IMPORTS WORLD OF LIGHTING XENON LIGHT INC. XTC LIGHTING GROUP X-TRA LIGHT MANUFACTURING Y LIGHTING YOUNG LIGHTING AGENCY ZANEEN LIGHTING INC LAMPS & LIGHTING - LANGELO BROTHERS COMPANY PVC CONDUIT BOXES, FITTINGS & RELATED PVS PRODUCTS: CANTEX IND CARLON ELECTRICAL DIVISION				

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-6

PAGE
42

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
80	<p>COMMODITY CODE: 285-93-00-047498</p> <p>**THESE ITEMS HAVE BEEN MOVED FROM LINE 70**</p> <p>ENERGY AUDIT SVCS - ACUITY SOLUTIONS GROUP</p> <p>STREET LIGHTING SVCS - ACUITY SOLUTIONS GROUP - ROAM</p> <p>INSTALLATION SVCS - ACUITY SOLUTIONS GROUP -SAERIS</p> <p>AUDITS, START-UP, REPAIR, MAINT, INST & PROJECTMGT - SCNEIDER/SQUARE D FIELD SVCS & ELECTRIC SOUTH</p> <p>ENERGY AUDIT - SCNEIDER/QUARE D LIGHTING & ENERGY MGT SVCS</p> <p>ENERGY AUDIT SVCS - SERVIDYNE</p> <p>***THE ABOVE SERVICES ARE FOR US COMMUNITIES ONLY. NOT FOR USE BY L.A. COUNTY***</p>	0.000		COST-PLUS	26.0000 %

AGREEMENT PERIOD:

2/1/08 THRU 1/31/11

RENEWABLE FOR (2) ADDITIONAL ONE YEAR PERIODS BY MUTUAL CONSENT OF VENDOR AND THE COUNTY OF LOS ANGELES.

PAYMENT TERMS: NET 30 DAYS

SHIPPING: FOB DESTINATION-FREIGHT PREPAID AND ALLOWED

DELIVERY: 24 -48 HRS STOCK MATERIALS

NON-STOCK-MANUFACTURER'S LEAD TIME

TECHNICAL ASSISTANCE OR TO PLACE ORDERS:

TECH ASST: BOBBI KALENDERIAN @ (909) 451-4300

ORDER CONTACT: DAN TRISTAN @ (909) 451-4600

FAX: (909) 451-4699

VENDOR'S CONTRACT ADMINISTRATOR: JEFF PESKUSKI @ (630) 640-4905

PRICE GUARANTEE:

PRICES WILL BE BASED ON TRADE DISCOUNTS FROM CURRENT MANUFACTURER'S OR OTHER PUBLISHED PRICE LISTS AS STATED HEREIN. IF MANUFACTURER'S PRICE LIST OR DISCOUNT STRUCTURE CHANGES, VENDOR SHALL NOTIFY THE COUNTY OF LOS ANGELES PURCHASING DEPT. IN WRITING IMMEDIATELY, IDENTIFYING AGREEMENT BY NUMBER AND LINE NO. OF ITEM/PRICE LIST AFFECTED. VENDOR SHALL FURNISH (2) COPIES OF THE NEW PRICE LIST AND/OR ACCEPTABLE EVIDENCE OF CHANGE IN MANUFACTURER'S DISCOUNT STRUCTURE. IT SHALL BE THE VENDOR'S RESPONSIBILITY TO KEEP THE COUNTY OF LOS ANGELES INFORMED OF CHANGES.

NOTIFICATION SHALL BE ADDRESSED AND DELIVERED TO:

COUNTY OF LOS ANGELES

ISD PURCHASING DIVISION

ATTN: ELECTRICAL BUYER

1100 N. EASTERN AVENUE, ROOM G115

LOS ANGELES, CA 90063

IMPORTANT NOTE:

REVISIONS SHALL BE EFFECTIVE SEVEN (7) DAYS AFTER SUCH NOTIFICATION AND RECEIPT THEREOF. UPWARD REVISIONS SHALL BE SUBJECT TO ACCEPTANCE BY THE COUNTY OF LOS ANGELES.

NON EXCLUSIVE AGREEMENT:

THIS AGREEMENT IS NON-EXCLUSIVE. THE COUNTY RESERVES THE RIGHT TO HAVE MULTIPLE AGREEMENTS FOR ITEMS LISTED HEREIN. ALL TERMS AND CONDITIONS STATED IN INVITATION FOR BID #229796 ARE TO BE CONSIDERED AN INTEGRAL PART OF THIS AGREEMENT.

GUIDELINES FOR COUNTY DEPARTMENTS ON THE USE OF MASTER AGREEMENTS FOR ELECTRICAL PRODUCTS.

APPLICABLE TO THE FOLLOWING MASTER

ELECTRICAL PRODUCTS AGREEMENTS:

Reserved for new local agreements

1. COUNTY DEPARTMENTS ARE NOT AUTHORIZED TO USE THESE AGREEMENTS AS A PURCHASING SOURCE FOR PRODUCTS NOT SPECIFICALLY COVERED HEREIN.

2. DEPARTMENTS MUST COMPARE PRICING WITH A MINIMUM OF THREE (3) MASTER AGREEMENT VENDORS WHEN PLACING ROUTINE ORDERS SUCH AS TO REPLENISH STOCK.

3. IN THE EVENT OF AN EMERGENCY OR WHEN DELAYS WOULD CAUSE EXTREME HARDSHIP, THE NEED TO COMPARE PRICING IS WAIVED. DEPARTMENTS ARE AUTHORIZED TO PURCHASE FROM THE MASTER AGREEMENT VENDOR THAT BEST MEETS DEPARTMENTAL NEEDS BASED ON FACTORS SUCH AS STOCK AVAILABILITY, PICK-UP LOCATION, PRODUCT ACCEPTABILITY, PRICING, ETC.

4. IT IS THE RESPONSIBILITY OF THE ORDERING DEPARTMENTS TO ENSURE THAT ALL PURCHASES ARE PRICED IN ACCORDANCE WITH THE AGREEMENT TERMS AND CONDITIONS. AGREEMENT VENDORS WILL PROVIDE A COPY OF MANUFACTURER'S PRICE LISTS UPON REQUEST. CONTACT ISD PURCHASING IF YOU HAVE ANY QUESTIONS.

PARTICIPATING PUBLIC AGENCIES:

THE COUNTY HAS DESIGNATED U.S. COMMUNITIES PURCHASING AND FINANCE AGENCY (U.S. COMMUNITIES) AS THE AGENCY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO PURCHASES BY OTHER GOVERNMENTAL ENTITIES (PARTICIPATING PUBLIC AGENCIES) UNDER THIS AGREEMENT.

AT COUNTY'S SOLE DISCRETION AND OPTION AND UPON VENDOR ENTERING INTO THE REQUISITE U.S. COMMUNITIES ADMINISTRATION AGREEMENT, PARTICIPATING PUBLIC AGENCIES MAY ACQUIRE ITEMS LISTED IN THIS AGREEMENT. SUCH ACQUISITION(S) SHALL BE AT THE PRICES STATED IN THIS AGREEMENT, OR LOWER.

IN NO EVENT SHALL THE COUNTY OF LOS ANGELES BE CONSIDERED A DEALER, REMARKETER, AGENT OR OTHER REPRESENTATIVE OF VENDOR. VENDOR AND COUNTY RECOGNIZE THAT FROM TIME TO TIME VENDOR'S REASONABLE ASSISTANCE MAY FACILITATE AND EXPEDITE A PRESENTATION BY THE COUNTY AND/OR U.S. COMMUNITIES TO ANY ENTITY. SUCH ASSISTANCE SHALL BE PROVIDED, AT NO COST, BY VENDOR UPON THE WRITTEN REQUEST OF THE COUNTY OF LOS ANGELES AND/OR U.S. COMMUNITIES.

COUNTY OF LOS ANGELES
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS
AUGUST 27, 2009 (Revised)
Attachment I

If this contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from the County of Los Angeles ("County") under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government and the County of Los Angeles. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/sub-grantees will comply with all such requirements during the contract period.

DUNS NUMBER

All contractors are required to provide the County with their unique Dun & Bradstreet Data Universal numbering System D-U-N-S number prior to award.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with County of Los Angeles requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, sub-grantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. 3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/sub-grantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the County of Los Angeles may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the County of Los Angeles under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. 3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, any activities funded with funds appropriated or otherwise made available by the Recovery Act; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/sub-grantees regarding the activities funded with funds appropriated or otherwise made available by

the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to provide the County an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as the result of the contract.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, County departments receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, the contractor agrees to provide the County with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required by the County to comply with ARRA reporting requirements. Standard data elements and federal Instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov. The contractor must provide any other information reasonably requested by the County or required by state or federal law or regulation.

SUBCONTRACTOR REQUIREMENTS

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or sub-grants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Virginia are located at: <http://www.gpo.gov/davisbacon/va.html>

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/sub-grantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including the County of Los Angeles, and all contractors and grantees of the County of Los Angeles from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of

Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/sub-grantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

AMENDMENT 01:

AGREEMENT EXTENSION

1/31/2011 - 1/31/2013

BASIS: THE LETTER SIGNED BY JEFF PESKUSKI ON 5/27/2010, OFFERING TO EXTEND THE CONTRACT FOR AN ADDITIONAL 24-MONTH PERIOD.

PRICE REVISION TO DISCOUNT STRUCTURE AND CORE LIST ITEMS EFFECTIVE 10/15/2010.

THIS AGREEMENT REPLACES AGREEMENT MA-IS-43272.

ALL TERMS AND CONDITIONS REMAIN THE SAME.

DISCOUNT LINE ITEMS

PRICING IS DISCOUNT OFF OF CURRENT MANUFACTURER'S PRICE LIST

COST PLUS LINE ITEMS

PRICING IS COST PLUS VENDOR'S COST

SERVICES ARE FOR US COMMUNITIES ONLY - NOT FOR LOS ANGELES COUNTY USE

AMENDMENT 02:

- FEDERAL ARRA TERMS AND CONDITIONS ADDED

- THE FOLLOWING SUPPLIERS HAVE BEEN ADDED FOR "ELECTRICAL VEHICLE CHARGING STATIONS":

1. SCHNEIDER / SQUARE D - LIST LESS 41%
2. LEVITON - LIST LESS 29%
3. GENERAL ELECTRIC - LIST LESS 10%
4. CROUSE HINDS - LIST LESS 5%

AMENDMENT 03 - 3/1/12:

EFFECTIVE MARCH 1, 2012 PRICE INCREASES WERE APPROVED FOR CORE LIST ITEMS MANUFACTURED BY GENERAL ELECTRIC LIGHTING, IDEAL INDUSTRIES, MINERALLAC, AND THOMAS & BETTS.

ADDITIONALLY, REPLACEMENT ITEMS WERE SUBSTITUTED FOR OBSOLETE ITEMS MANUFACTURED BY ADVANCE TRANSFORMER CO. (CORE LIST).

THE FOLLOWING NEW SUPPLIERS WERE ADDED TO THE CONTRACT:

JOHNSON CONTROLS: LIGHTING FIXTURES & CONTROL PRODUCTS @ COST PLUS 26%

LIGHTING PLASTICS - LIGHT FIXTURE LENSES & ACCESSORIES @ COST PLUS 26%

LIGHTING SCIENCE GROUP - LED LIGHTING @ COST PLUS 26%

LIGHTWILD - LED LIGHTING @ COST PLUS 26%

LUSIO - LED LIGHTING @ COST PLUS 26%

TRAXON - LED LIGHTING @ COST PLUS 26%

S& C ELECTRIC: POWER DISTRIBUTION, MOTOR CONTROL, AUTOMATION @ 3% DISCOUNT

THE FOLLOWING CORRECTIONS WERE MADE:

UNIVERSAL ELECTRIC CORPORATION - CATEGORY CHANGE

FROM: LAMPS & BALLASTS

TO: POWER DISTRIBUTION, TRACK & BUSWAY

UNIVERSAL BALLASTS (UTI) - SUPPLIER NAME CORRECTION

FROM: UNIVERSAL BALLASTS (UTI)

TO: UNIVERSAL BALLASTS (UTI/UTL)

BASIS: EMAILS FROM JEFF PESKUSKI, STRATEGIC ACCOUNT MANAGER, DATED 12/28/2011 AND 2/8/2012, REQUESTING PRICE INCREASES AND SUPPLIER ADDITIONS/CORRECTIONS. REQUEST WAS REVIEWED BY L.A. COUNTY ISD PURCHASING AND APPROVED ON 2/27/12.

ALL OTHER PRICES, TERMS, AND CONDITIONS REMAIN THE SAME.

AMD 4: 9/11/2012

AGREEMENT EXTENSION PER ISD MANAGEMENT'S APPROVAL, 9/11/2011.

FROM 1/31/13 TO 3/31/13

BASIS: LETTER SIGNED BY JEFFERY P. PESKUSKI DATED 9/6/2012, OFFERING TO EXTEND THE CONTRACT FOR AN ADDITIONAL 2 MONTH PERIOD.

ALL PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1140130-6
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5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1140130-6
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2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

TERM CONTRACT AWARD  CONTRACT NO: MA-IS-1140130-1 VERSION DATE

INTERNAL SERVICES DEPARTMENT PROCUREMENT FOLDER: 202757

GRAYBAR ELECTRIC COMPANY
383 SOUTH CHERYL LANE

INDUSTRY CA 91789

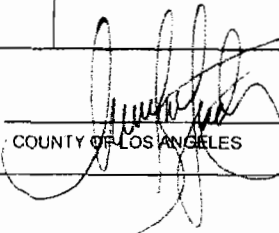
BUYER: Ninfa Valdez
PHONE: 323-881-8946
EMAIL: nvaldez@isd.lacounty.gov

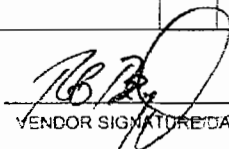
VENDOR NO: 591079
CONTACT: JEFF FESKUSK.
PHONE: 630-893-3600

FISCAL YEAR:
EFFECTIVE DATE: 10/5/10
EXPIRATION: 01/31/13

ELECTRICAL PRODUCTS

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS, EQUIPMENT, SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE ATTACHMENT.	0.000		DISCOUNT	0.0000 %

 11/17/10 EVB
COUNTY OF LOS ANGELES

 Nov 16, 2010
VENDOR SIGNATURE/DATE

TERM CONTRACT AWARD



CONTRACT NO:
MA-IS-1140130-1

VERSION DATE

INTERNAL SERVICES DEPARTMENT

PROCUREMENT FOLDER: 202757

GRAYBAR ELECTRIC COMPANY
383 SOUTH CHERYL LANE

INDUSTRY CA 91789

BUYER: Ninfa Valdez
PHONE: 323-881-8946
EMAIL: nvaldez@isd.lacounty.gov

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COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

AGREEMENT PERIOD:

2/1/08 THRU 1/31/11

RENEWABLE FOR (2) ADDITIONAL ONE YEAR PERIODS BY MUTUAL CONSENT OF VENDOR AND THE COUNTY OF LOS ANGELES.

PAYMENT TERMS: NET 30 DAYS

SHIPPING: FOB DESTINATION-FREIGHT PREPAID AND ALLOWED

DELIVERY: 24 -48 HRS STOCK MATERIALS

NON-STOCK-MANUFACTURER'S LEAD TIME

TECHNICAL ASSISTANCE OR TO PLACE ORDERS:

TECH ASST: BOBBI KALENDERIAN @ (909) 451-4300

ORDER CONTACT: DAN TRISTAN @ (909) 451-4600

FAX: (909) 451-4699

VENDOR'S CONTRACT ADMINISTRATOR: JEFF PESKUSKI @ (630) 640-4905

PRICE GUARANTEE:

PRICES WILL BE BASED ON TRADE DISCOUNTS FROM CURRENT MANUFACTURER'S OR OTHER PUBLISHED PRICE LISTS AS STATED HEREIN. IF MANUFACTURER'S PRICE LIST OR DISCOUNT STRUCTURE CHANGES, VENDOR SHALL NOTIFY THE COUNTY OF LOS ANGELES PURCHASING DEPT. IN WRITING IMMEDIATELY, IDENTIFYING AGREEMENT BY NUMBER AND LINE NO. OF ITEM/PRICE LIST AFFECTED. VENDOR SHALL FURNISH (2) COPIES OF THE NEW PRICE LIST AND/OR ACCEPTABLE EVIDENCE OF CHANGE IN MANUFACTURER'S DISCOUNT STRUCTURE. IT SHALL BE THE VENDOR'S RESPONSIBILITY TO KEEP THE COUNTY OF LOS ANGELES INFORMED OF CHANGES.

NOTIFICATION SHALL BE ADDRESSED AND DELIVERED TO:

COUNTY OF LOS ANGELES

ISD PURCHASING DIVISION

ATTN: ELECTRICAL BUYER

1100 N. EASTERN AVENUE, ROOM G115

LOS ANGELES, CA 90063

IMPORTANT NOTE:

REVISIONS SHALL BE EFFECTIVE SEVEN (7) DAYS AFTER SUCH NOTIFICATION AND RECEIPT THEREOF. UPWARD REVISIONS SHALL BE SUBJECT TO ACCEPTANCE BY THE COUNTY OF LOS ANGELES.

NON EXCLUSIVE AGREEMENT:

THIS AGREEMENT IS NON-EXCLUSIVE. THE COUNTY RESERVES THE RIGHT TO HAVE MULTIPLE AGREEMENTS FOR ITEMS LISTED HEREIN. ALL TERMS AND CONDITIONS STATED IN INVITATION FOR BID #229796 ARE TO BE CONSIDERED AN INTEGRAL PART OF THIS AGREEMENT.

GUIDELINES FOR COUNTY DEPARTMENTS ON THE USE OF MASTER AGREEMENTS FOR ELECTRICAL PRODUCTS.

APPLICABLE TO THE FOLLOWING MASTER

ELECTRICAL PRODUCTS AGREEMENTS:

Reserved for new local agreements

1. COUNTY DEPARTMENTS ARE NOT AUTHORIZED TO USE THESE AGREEMENTS AS A PURCHASING SOURCE FOR PRODUCTS NOT SPECIFICALLY COVERED HEREIN.
2. DEPARTMENTS MUST COMPARE PRICING WITH A MINIMUM OF THREE (3) MASTER AGREEMENT VENDORS WHEN PLACING ROUTINE ORDERS SUCH AS TO REPLENISH STOCK.
3. IN THE EVENT OF AN EMERGENCY OR WHEN DELAYS WOULD CAUSE EXTREME HARDSHIP, THE NEED TO COMPARE PRICING IS WAIVED. DEPARTMENTS ARE AUTHORIZED TO PURCHASE FROM THE MASTER AGREEMENT VENDOR THAT BEST MEETS DEPARTMENTAL NEEDS BASED ON FACTORS SUCH AS STOCK AVAILABILITY, PICK-UP LOCATION, PRODUCT ACCEPTABILITY, PRICING, ETC.
4. IT IS THE RESPONSIBILITY OF THE ORDERING DEPARTMENTS TO ENSURE THAT ALL PURCHASES ARE PRICED IN ACCORDANCE WITH THE AGREEMENT TERMS AND CONDITIONS. AGREEMENT VENDORS WILL PROVIDE A COPY OF MANUFACTURER'S PRICE LISTS UPON REQUEST. CONTACT ISD PURCHASING IF YOU HAVE ANY QUESTIONS.

PARTICIPATING PUBLIC AGENCIES:

THE COUNTY HAS DESIGNATED U.S. COMMUNITIES PURCHASING AND FINANCE AGENCY (U.S. COMMUNITIES) AS THE AGENCY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO PURCHASES BY OTHER GOVERNMENTAL ENTITIES (PARTICIPATING PUBLIC AGENCIES) UNDER THIS AGREEMENT.

AT COUNTY'S SOLE DISCRETION AND OPTION AND UPON VENDOR ENTERING INTO THE REQUISITE U.S. COMMUNITIES ADMINISTRATION AGREEMENT, PARTICIPATING PUBLIC AGENCIES MAY ACQUIRE ITEMS LISTED IN THIS AGREEMENT. SUCH ACQUISITION(S) SHALL BE AT THE PRICES STATED IN THIS AGREEMENT, OR LOWER.

IN NO EVENT SHALL THE COUNTY OF LOS ANGELES BE CONSIDERED A DEALER, REMARKETER, AGENT OR OTHER REPRESENTATIVE OF VENDOR. VENDOR AND COUNTY RECOGNIZE THAT FROM TIME TO TIME VENDOR'S REASONABLE ASSISTANCE MAY FACILITATE AND EXPEDITE A PRESENTATION BY THE COUNTY AND/OR U.S. COMMUNITIES TO ANY ENTITY. SUCH ASSISTANCE SHALL BE PROVIDED, AT NO COST, BY VENDOR UPON THE WRITTEN REQUEST OF THE COUNTY OF LOS ANGELES AND/OR U.S. COMMUNITIES.

SPECIAL TERMS & CONDITIONS

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1140130-1

PAGE

4

AGREEMENT EXTENSION

1/31/2011 - 1/31/2013



BASIS: THE LETTER SIGNED BY JEFF PESKUSKI ON 5/27/2010, OFFERING TO EXTEND THE CONTRACT FOR AN ADDITIONAL 24-MONTH PERIOD .

PRICE REVISION TO DISCOUNT STRUCTURE AND CORE LIST ITEMS EFFECTIVE 10/15/2010.

THIS AGREEMENT REPLACES AGREEMENT MA-IS-43272.

ALL TERMS AND CONDITIONS REMAIN THE SAME.

The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.



Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : Graybar Electric Company
State : CALIFORNIA
Country : UNITED STATES
as of 22-Oct-2010 12:34 PM EDT

Your search returned no results.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 15th day of January 20 13

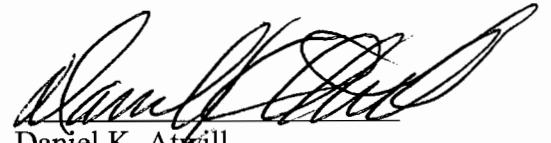
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Government Center Chambers by the Columbia Farmers Market for January 15, 2013, February 19, 2013 and March 19, 2013 from 5:30 p.m. to 10:00 p.m. It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Application for Organizational Use.

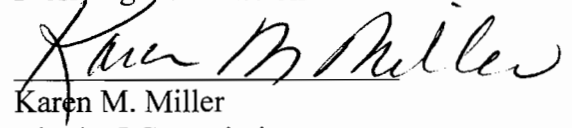
Done this 15th day of January, 2013.

ATTEST:

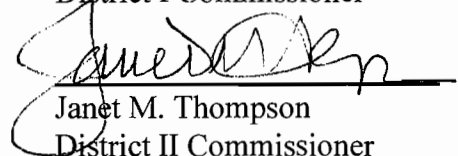
Wendy S. Noren
Wendy S. Noren *my*
Clerk of the County Commission



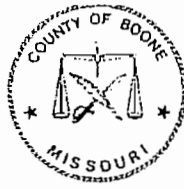
Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Columbia Farmers Market Membership Meetings

Date(s) of Use: Jan 15, Feb 19 & Mar 19

Time of Use: From: 5:30 pm AM/PM thru 10:00 pm AM/PM

Facility requested: Courthouse Grounds - Courtyard Square - Chambers Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Columbia Farmers Market

Organization Representative/Title: Ginny Chadwick/Market Director

Address: PO BOX 10012 Columbia MO 65205 or ARC Lot

Phone Number: 573-823-6889 Date of Application: 1/10/13

Email Address: info@columbiafarmersmarket.org

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk *mg*

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: JAN. 15, 2013