

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

30th

day of

August

20 16

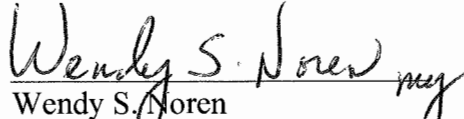
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone, pursuant to its Chapter 100 Policy adopted in Commission Order 600-2010, does hereby receive and accept the recommendation from the Chapter 100 Review Panel to approve the Chapter 100 application from Dana Light Axle Products, LLC, for a 50% abatement for a term not to exceed the personal property's class life or seven (7) years, whichever is shorter, with the new personal property investment details set forth in the application for Chapter 100 benefits filed by Dana Light Axle Products, LLC.

The Commission will effectuate this Chapter 100 abatement approval in documents to be approved at a later time, to include bond issuances, leases, performance agreements, and such other documentation as recommended and approved by Gilmore & Bell, the County's bond counsel, and the County Counselor. The County Commission thanks the representatives from the impacted tax entities (Boone County Family Resources, Boone County, City of Columbia, Columbia Public Schools, and the Boone County Library District) for their service on the Chapter 100 Review Panel in connection with this application.

Done this 30th day of August, 2016.

ATTEST:


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

THE COUNTY OF BOONE, MISSOURI

APPLICATION FOR THE ISSUANCE OF CHAPTER 100 REVENUE BONDS

Please attach additional pages when necessary. All fields required.

General Information

DANA LIGHT AXLE PRODUCTS, LLC 7/10/16
 Applicant (Firm Name) Date of Request
2400 LEMONE INDUSTRIAL BLVD.
 Firm Address

COLUMBIA **MO** **65201** **(573) 876-2500**
 City State Zip Telephone Number
TIMOTHY R. KRAUS **TIMOTHY.KRAUS@DANA.COM**
 Responsible Officer Email
ASSISTANT TREASURER **(419) 887-3000**
 Official Title of Responsible Officer Telephone Number
21870 CABOT DRIVE
 Address

NOVI **MI** **48377**
 City State Zip
GENE STRONG **GENE.STRONG@M-S.GLOBAL.COM**
 Attorney for, or Authorized Representative of, the Applicant Email
50 SPENDTHRIFT
 Address

FRANKFORT **KY** **40601** **(502) 330-7800**
 City State Zip Telephone Number

Applicant/company is (choose one) an existing Boone County business OR a business new to Boone County

Yes No Company has reviewed Boone County's Chapter 100 Policy

Yes No Company has a payroll account with an existing Boone County financial institution

AUGUST 31, 2016
 Date by which applicant needs proceeds of Chapter 100 Revenue Bonds Estimated

Financial

100+
 Number of years applicant has been in business
100% - ALL OF THE INVESTMENT IS IN NEW MACHINERY AND EQUIPMENT
 Portion of project being financed from other funds (in addition to bond proceeds)
+ WOULD BE INCLUDED UNDER THE CHAPTER 100 PROJECT

Organization

Organization of applicant: (please choose one and attach copies of organizational documents)

Corporation

Partnership

Limited Liability Company

Other

OHIO

State in which applicant was organized

DANA AUTOMOTIVE SYSTEMS GROUP, LLC - 100%

Names of principal owners (including percentage of ownership) of the applicant

SEE ATTACHED

Names of principal officers or partners of the applicant

336300

Type of business in which the project will be used (NAICS code)

Applicant is a (choose one) single OR multiple plant operation

INDIANA, AFFILIATED COMPANIES HAVE NUMEROUS OTHER LOCATIONS

If multiple, list other locations

GLOBALLY.

VARIOUS DRIVETRAIN PRODUCTS - AUTOMOTIVE

Products to be manufactured or assembled, or service to be rendered

Yes No Litigation pending against the applicant or beneficiary company

If yes, please explain

Please attach a detailed statement concerning any environmental issues relating to the applicant/company (Attachment 1)

Project Nature

MANUFACTURING EQUIPMENT - SEE ATTACHED LIST

Type of equipment to be financed (provide detailed list in Exhibit A)

N/A

Type and size of building that will be acquired/constructed

N/A

Name of Architect and/or Contractor

Address

City

State Zip

Telephone Number

DESCRIPTION OF ESTIMATED PROJECT COSTS

	Projected Non-Bond Amount	Projected Cost Financed With Bond Proceeds	Total Amount
Acquisition of Land			
Acquisition of Existing			
Infrastructure Costs			
Renovation Costs			
Machinery and Equipment	SEE ATTACHED SPREAD SHEET OF EQUIPMENT INVESTMENT		
Furniture and Fixtures			
Interest During Construction From _____ to _____			
Accounting: Legal and Misc.			
Contingency			
Total Project Costs			

Economic Measure

MANUFACTURING COMPONENT PARTS WHICH WILL NOT GENERATE LOCAL SALES TAX

Dollar amount of expected sales

Percent of sales to be sold locally

135 NEW

Number of people the beneficiary company will employ

89

If this is a proposed expansion, state the size of current operation

N/A

If this is a proposed relocation or replacement, state size and location of present location

*1,082,000
4,400,000*

Employment

Number of temporary jobs (including construction) created as a result of project Average hourly wage
 135 \$15.75

Number of permanent, full-time new jobs* created as a result of project Average hourly wage
 89 \$21.00

Number of full-time existing jobs retained as a result of project Average hourly wage

Number of part-time existing jobs retained as a result of project Average hourly wage

* New job refers to a full-time position (minimum of 40 hours) created beginning on the date the County of Boone Commission approves application.

Occupational Classification (e.g. Managers, Engineers, etc.)	Total	Average Starting Wage	Average Maximum	Notes
HOURLY	130	31,400		DOES NOT INCLUDE OT, BONUS ETC.
SALARIED	5	70,000		

TBD - NEW POSITIONS ARE EXPECTED TO BE HIRES FROM THE LOCAL LABOR MARKET
 Number of above positions that presently reside in Boone County

Describe projected new jobs, gross wages and average starting wage to be created in each of the following years: (minimum of three years required)

Occupational Classification	# in Year 1	Projected Gross	# in Year 2	Projected Gross	# in Year 3	Projected Gross	Average Starting
HOURLY	1	31,400	6	188,400	75	2,355,000	31,400
SALARIED	1	70,000	4	280,000	-	-	70,000

*Use current pay scale

Location

Yes No Applicant is presently located in Missouri

SEE ABOVE

Address of legal description of proposed locations

Yes No Prospective property is properly zoned

If zoning change is pending, cite application and present status. If application has not been made, what change will be needed and plans for

submitting application.

Bond Marketing

Yes No Arrangements for the sale of bonds has been made

COMPANY WILL BE PURCHASING OUR OWN BONDS

If yes, please describe

Yes No Discussion have been held with Bond Counsel to determine if bonds will qualify for tax exemption

If yes, please indicate whether or not, and on what basis, the bonds will qualify for tax exemption

Describe the type and amount of projected investment to be made in the project in each of the following years:

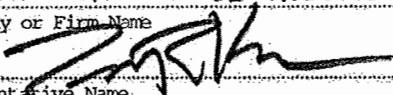
Projected Investment	\$ in Year 1	Type	\$ in Year 2	Type	\$ in Year 3	Type	Total Amount
EQUIPMENT	5M	M+E	22M	M+E	12M	M+E	39M
Totals							

Submit, with application, financial statements for the last three years (audited), plus the most recent 10-K, 10-Q and 8-K, if any.

Applicant Certification

The undersigned hereby represents and certifies that to his or her best knowledge and belief, this application contains no information or data that is false or incorrect and that it is truly descriptive of the property which is intended as security for any related financing.

Applicant's signature on application guarantees that applicant agrees to acknowledge and comply with all current zoning and development regulations and processes.

DANA LIGHT AXLE PRODUCTS, LLC
 Company or Firm Name

 Representative Name
 ASSISTANT TREASURER
 Official Title
 7/15/16
 Date

Affix applicant's official seal below:



Regional Economic Development Inc.
Serving Columbia/Boone County, Missouri since 1988

Send completed application to REDI.

Regional Economic Development, Inc., (REDI)
 500 East Walnut Street, Suite 102, Columbia, MO 65201

Applications must include all requested documents and \$1000 application fee. Make check payable to REDI.

Failure to provide requested documents and \$1000 application fee invalidates application.

This application fee may be tax deductible as an ordinary and necessary business expense. Monies paid to REDI are not a charitable tax deduction for federal income purposes. REDI is not a charity, but serves as an advocate organization for area business.

Incorporated in the State of Missouri - EIN # 43-1516160

phone: 573.442.8303 • www.columbiaredi.com • contact@ColumbiaREDI.com

Exhibit A

1. Description of Project Site

EXISTING LOCATIONS IN BOONE COUNTY

2. Description of Real Estate Project Improvements

N/A

3. Description of Project Equipment and Anticipated Depreciation Schedule

SEE ATTACHED SPREADSHEET

4. Competing Community/State Incentive Offers

SEVERAL LOCATIONS OUTSIDE THE STATE OF MISSOURI

5. Other Community Impact Information

Report Name : Management Structure

Entity Name: Dana Light Axle Products, LLC

Name	Title	Last Elected	Status
Filcek, Rodney R.	Director	12/01/2015	Active
Wallace, Mark E.	Director	12/01/2015	Active
Etzkorn, Lillian	Treasurer	12/01/2015	Active
Johnson, Jason	Assistant Treasurer	12/01/2015	Active
Kraus, Timothy	Assistant Treasurer	12/01/2015	Active
Levin, Marc S.	Secretary	12/01/2015	Active
Spencer, Robert W. Jr.	Assistant Secretary	12/01/2015	Active
Wallace, Mark E.	President	12/01/2015	Active
Yustick, Amy	Assistant Treasurer	12/01/2015	Active

Projected Chapter 100 Project Costs

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Personal Property:										
3-year		500,000	2,200,000	1,200,000						
5-year										
7-year		4,500,000	19,800,000	10,800,000						
10-year										
15-year										
20-year										
Total Personal Property	-	5,000,000	22,000,000	12,000,000	-	-	-	-	-	-
Real Property Improvements										
Total Investment	-	5,000,000	22,000,000	12,000,000	-	-	-	-	-	-

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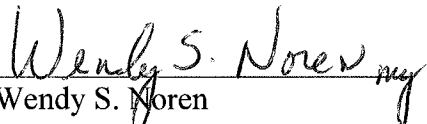
In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Green Thumb Properties LLC on behalf of Nursery Heights Development Group LLC to rezone from A-2 (Agriculture) to R-S (Single Family Residential) on 37.62 acres, more or less, located at 7474 S Nursery Rd., Columbia.

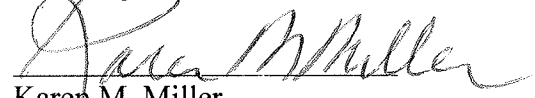
Done this 30th day of August, 2016.

ATTEST:


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

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

Now on this day the County Commission of the County of Boone does hereby approve the request by David and Angela Regan on behalf of Nursery Heights Development Group LLC to rezone from A-2 (Agriculture) to R-S (Single Family Residential) on 5.0 acres, more or less, located at 7550 S Nursery Rd., Columbia.

Done this 30th day of August, 2016.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

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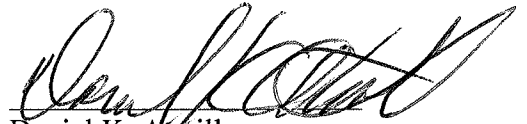
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Boone County to rezone from A-2 (Agriculture) to M-LP (Planned Light Industrial) on 6.24 acres, more or less, located at 4221 E Hwy 124, Hallsville.


Done this 30th day of August, 2016.

ATTEST:

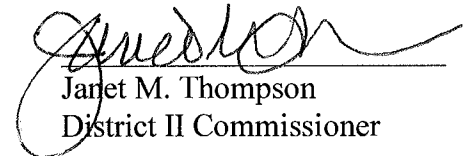
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Clerk of the County Commission



Daniel K. Atwill
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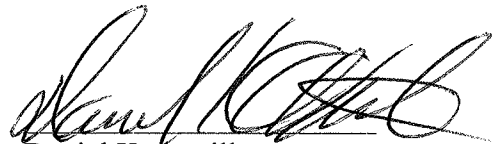
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve a review plan for Highway 124 and Barnes School Road Planned Development on 6.24 acres, more or less, located at 4221 E Hwy 124, Hallsville.

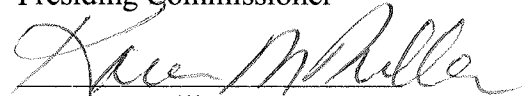
Done this 30th day of August, 2016.

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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
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In the County Commission of said county, on the

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20 16

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the Presiding Commissioner to sign them:

- Trade Winds Park Plat No 2B. S12-T48N-R12W. M-L. Stream's Edge Properties LLC, owner. Christopher M. Sander, surveyor.
- Burkett. S33-T51N-R11W. A-2. Bruce and Pamela Burkett, owners. Donald E. Bormann, surveyor.
- JJ McKee. S17-T46N-R12W. A-2. Danny and Pam McKee, owners. Steven R. Proctor, surveyor.

Done this 30th day of August, 2016.

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
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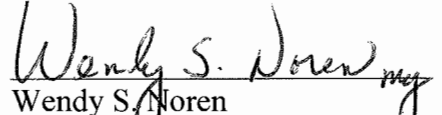
In the County Commission of said county, on the 30th day of August 20 16
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C116048002, based on the National Joint Powers Alliance Contract 031715-KII for Spacesaver Storage Furniture with Bradford Systems Corporation.


This is a County-wide Term and Supply contract with terms of the Cooperative Contract stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

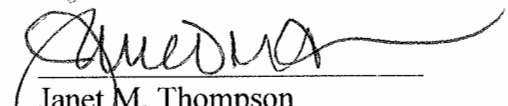
Done this 30th day of August, 2016.

ATTEST:


 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

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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, CPPO, CPPB
DATE: August 18, 2016
RE: Cooperative Contract: *C116048002 – Spacesaver Storage Furniture*

Purchasing requests permission to put in place the State of Missouri cooperative contract *C116048002 – Spacesaver Storage Furniture* (based on National Joint Powers Alliance Contract 031715-KII) with Bradford Systems Corporation.

This is a County-wide Term and Supply contract in effect through April 8, 2019. An initial purchase will be made for a storage system for the Emergency Communication Center for \$16,397.82. Invoice will be paid from department 4100 – ECC Facility Construction Project, account 91100 – Furniture and Fixtures. There is \$700,000 budgeted for PSAP/EOC Furniture.

cc: Contract File
Karen Miller, Commission
Chad Martin, Patricia Schreiner, Joint Communications

**PURCHASE AGREEMENT
FOR
Spacesaver Storage Furniture
Term and Supply**

THIS AGREEMENT dated the 30th day of August 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bradford Systems Corporation** 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 **Bradford Systems Corporation** to furnish, deliver and install **Krueger International (KI) Spacesaver Storage Furniture** compliant with all contract documents issued for the State of Missouri contract **C116048002** (based on RFP specifications and any addendum issued for the National Joint Powers Alliance Contract 031715-KII), Boone County Insurance Requirements, Work Authorization Certification, Debarment Certification, Prevailing Wage Order #23, Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law, as well as Boone County Standard Terms and Conditions. Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law shall be submitted to the Purchasing Department at the close of each project. 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, State of Missouri contract C116048002 and the National Joint Powers Alliance Contract 052910 shall prevail and control over the vendor's proposal response.

2. **Contract Duration** - This agreement shall commence on **date written above and extend through April 8, 2019** subject to the provisions for termination specified below.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to furnish, delivery and install Spacesaver Storage Furniture. Items will be provided as required in the RFP specifications and in conformity with the contract documents for the prices and discount structure set forth in the Contractor's RFP response, as needed and as ordered by County.

Mobile & Wheelhouse Products

<u>List Price Range</u>	<u>Discount</u>
\$1.00 - \$15,000	38.4%
\$15,001 - \$50,000	39.0%
\$50,001 - \$100,000	41.3%
\$100,001 - \$200,000	43.9%
\$200,001 and Above	Consult with Local Distributor

4-Post & Case Type Shelving

<u>List Price Range</u>	<u>Discount</u>
\$1.00 - \$15,000	36.8%
\$15,001 - \$50,000	39.2%
\$50,001 - \$100,000	44.2%
\$100,001 - \$200,000	47.2%
\$200,001 and Above	Consult with Local Distributor

Cantilever Shelving & FrameWRX

<u>List Price Range</u>	<u>Discount</u>
\$1.00 - \$15,000	39.2%
\$15,001 - \$50,000	42.2%
\$50,001 - \$100,000	46.6%
\$100,001 - \$200,000	50.3%

\$200,001 and Above

Consult with Local Distributor

RaptorRAC Wide Span Shelving

<u>List Price Range</u>	<u>Discount</u>
\$1.00 - \$15,000	38.4%
\$15,001 - \$50,000	39.0%
\$50,001 - \$100,000	42.3%
\$100,001 - \$200,000	44.7%
\$200,001 and Above	Consult with Local Distributor

Storage Products (including Lockers, Doors & Drawers; excluding ControLoc)

<u>List Price Range</u>	<u>Discount</u>
\$1.00 - \$15,000	38.4%
\$15,001 - \$50,000	39.0%
\$50,001 - \$100,000	43.9%
\$100,001 - \$200,000	45.2%
\$200,001 and Above	Consult with Local Distributor

ActivRAC (excluding Stainless Steel)

<u>List Price Range</u>	<u>Discount</u>
\$0.00 and Above	38.4%

XTend / High Bay Shelving

<u>List Price Range</u>	<u>Discount</u>
\$0.00 and Above	Consult with Local Distributor

4. **Delivery** - Vendor agrees to deliver furniture FOB Destination as set forth in the bid documents and within 60 days after Receipt of Order.

5. **Warranty** – 5-years parts, 1-year labor.

6. **Installation** – Due to the custom nature of this equipment, it is quoted per project, however, installation charges for non-union, non-prevailing wage projects shall not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.

7. **Prevailing Wage** - Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. **Prevailing Wage Order #23** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

8. **OSHA Training – OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be

employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

9. *Transient Employers* - Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

10. *Overhead Line Protection* - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

11. *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.

12. *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.

13. *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.

BRADFORD SYSTEMS CORPORATION BOONE COUNTY, MISSOURI

by [Signature]
title General Manager

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:
by: [Signature]
County Counselor

ATTEST:
[Signature]
Wendy S. Noren, County Clerk

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.)

<u>[Signature]</u>	<u>8-22-16</u>	County-Wide Term and Supply
Signature	Date	\$100-91100-\$16,397.82 Initial
		Appropriation Account Purchase

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
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 an extended line item price, the unit price shall govern.
15. 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.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 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 Workers 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.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

(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.

Tim Leyden - General Manager - Bradford Systems Corporation
Name and Title of Authorized Representative

Signature



August 18th, 2016
Date

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

County of DuPage)

State of Illinois)

)ss
)

My name is Tim Leyden. I am an authorized agent of Bradford Systems 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.



Affiant

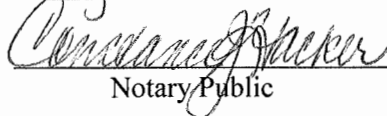
8.18.16

Date

Tim Leyden

Printed Name

Subscribed and sworn to before me this 18th day of August, 2016.



Notary Public

OFFICIAL SEAL
CONSTANCE J. HACKER
Notary Public - State of Illinois
My Commission Expires 10/27/2018

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

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of DuPage)
State of Illinois)ss
)

My name is Tim Leyden. I am an authorized agent of Bradford Systems Corp. (Company).

I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: C116048002 Spacesaver Storage Furniture

[Signature] 8.18.16
Affiant Date

Tim Leyden
Printed Name

Subscribed and sworn to before me this 18th day of August, 2016.

[Signature]
Notary Public



NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of DuPage

State of Illinois, personally came and appeared (name and title)

Tim Leyden - General Manager of the (name of company)

Bradford Systems Corporation (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the 18th day of August, 2016, in carrying out the Contract and work in connection with

(name of project) Sparesaver Storage Furniture located at

(name of institution) _____ in Boone County,

Missouri and completed on the 18th day of August, 2016.

[Signature]
Signature

Subscribed and sworn to me this 18th day of August, 2016.

My commission expires October 27, 2018.

[Signature]
Notary Public



6-9-16

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2016**

Last Date Objections May Be Filed: **April 11, 2016**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker			\$34.76	57	7	\$28.00
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)			\$42.27	43	45	\$5.25 + 36%
Lineman Operator			\$36.45	43	45	\$5.25 + 36%
Groundman			\$28.13	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter		b	\$37.00	91	69	\$26.68
Plasterer			\$26.09	94	5	\$12.25
Plumber		b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker			\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection			\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.68	124	74	\$12.68
Tile Finisher			\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

Building Construction Rates for
BOONE County Footnotes

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - All work over \$7 Mil. Total Mech. Contract - \$37.00, Fringes - \$26.68
All work under \$7 Mil. Total Mech. Contract - \$35.66, Fringes - \$21.29
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hours; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour of fraction thereof worked on any such day.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction)\Lineman)		\$42.27	9	12	\$5.25 + 36%
Lineman Operator		\$36.45	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$9.00 + 3%
Groundman		\$28.13	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oilier-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1 ½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1 ½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1 ½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

Spacesaver Discount Structure

NJPA Contract No. _____

SSC Contract No. _____

Furniture & Storage Equipment

Mobile & Wheelhouse Products	
List Price Range	Discount
\$1.00 - \$15,000.00	38.4%
\$15,001.00 - \$50,000.00	39.0%
\$50,001.00 - \$100,000.00	41.3%
\$100,001.00 - \$200,000.00	43.9%
\$200,001.00 and Above	Consult with Local Distributor

4-Post & Case Type Shelving	
List Price Range	Discount
\$1.00 - \$15,000.00	36.8%
\$15,001.00 - \$50,000.00	39.2%
\$50,001.00 - \$100,000.00	44.2%
\$100,001.00 - \$200,000.00	47.2%
\$200,001.00 and Above	Consult with Local Distributor

Cantilever Shelving & FrameWRX	
List Price Range	Discount
\$1.00 - \$15,000.00	39.2%
\$15,001.00 - \$50,000.00	42.2%
\$50,001.00 - \$100,000.00	46.6%
\$100,001.00 - \$200,000.00	50.3%
\$200,001.00 and Above	Consult with Local Distributor

RaptorRAC Wide Span Shelving	
List Price Range	Discount
\$1.00 - \$15,000.00	38.4%
\$15,001.00 - \$50,000.00	39.0%
\$50,001.00 - \$100,000.00	42.3%
\$100,001.00 - \$200,000.00	44.7%
\$200,001.00 and Above	Consult with Local Distributor

Storage Products (including Lockers, Doors & Drawers; excluding ControlLoc)	
List Price Range	Discount
\$1.00 - \$15,000.00	38.4%
\$15,001.00 - \$50,000.00	39.0%
\$50,001.00 - \$100,000.00	43.9%
\$100,001.00 - \$200,000.00	45.2%
\$200,001.00 and Above	Consult with Local Distributor

ActivRAC (excluding Stainless Steel)	
List Price Range	Discount
\$0.00 and Above	38.4%

XTend / High Bay Shelving	
List Price Range	Discount
\$0.00 and Above	Consult with Local Distributor

- For projects over list price range noted, consult with Local Distributor.
- All discounts above include freight (tailgate delivery to dock).
- For inside delivery, negotiated job by job because custom nature and volume of equipment.
- Installation: Due to the custom nature of this equipment it is quoted per project, however, installation charges for non-union, non-prevailing wage projects will not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.
- Any surcharges in effect at time of order will be applied to all individual orders.
- Warranty: 5-years parts, 1-year labor.
- Shipments: Average 60 days ARO.
- Payment Terms: Net 30 days.
- Ordering: c/o Authorized Area Contractors and Distributors of Spacesaver.
- FOB Points: All items shipped FOB destination within continental United States & Canada from 1450 Janesville Avenue, Fort Atkinson, WI 53538.
- Spacesaver is a division of KI.



NOTICE OF AWARD

State of Missouri
Office of Administration
Division of Purchasing
PO Box 809
Jefferson City, MO 65102
www.oa.mo.gov/purchasing

CONTRACT NUMBER C116048002	CONTRACT TITLE Furniture with Related Accessories and Services (NJPA)	
AMENDMENT NUMBER N/A	CONTRACT PERIOD January 21, 2016 through April 8, 2019	
REQUISITION NUMBER N/A	VENDOR NUMBER 3627195740 2	
CONTRACTOR NAME AND ADDRESS Bradford Systems Corporation 1735 Larkin Williams Road Fenton, MO 63026	STATE AGENCY'S NAME AND ADDRESS Missouri State Highway Patrol Crime Laboratories Carthage, Springfield, & Jefferson City Department of Natural Resources Division of Geology & Land Survey Rolla, MO 65401 Fulton State Hospital Fulton, MO 65251 Attorney General's Office Jefferson City, MO 65101	
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C116048001 with Krueger International (KI)/Spacesaver has been established pursuant to Chapter 34.046 of the Revised Statutes of the State of Missouri. The contract constitutes the Master Contract and consists of the attached documentation as specified on page 2 of the Cooperative Contract Procurement document, including the National Joint Powers Alliance (NJPA) contract, #031715-KII, and the State of Missouri Terms and Conditions. Contract C116048002 with Bradford Systems Corporation is hereby established to provide for system installations as KI/Spacesaver has designated Bradford Systems Corporation as an area contractor to service the central and eastern two-thirds of the state of Missouri. All ordering, delivery, invoicing and payments shall be accommodated through Bradford Systems Corporation. All transactions and invoicing conducted under the Missouri contract must reference the official Missouri contract number (C116048002). The attached shall constitute the established contract.		
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816	
SIGNATURE OF BUYER 	DATE 1/21/16	
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 		



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: C116048001
TITLE: Furniture with Related Accessories and Services (NJPA)
ISSUE DATE: 09/09/15

REQ NO.: N/A
BUYER: Laurie Borchelt
PHONE NO.: (573) 751-1702
E-MAIL: laurie.borchelt@oa.mo.gov

TO: KRUEGER INTERNATIONAL, INC.
1330 BELLEVUE STREET
GREEN BAY, WI 54302

RETURN SIGNED FORM TO:

(U.S. Mail)
DIVISION OF PURCHASING
PO BOX 809
JEFFERSON CITY MO 65102-0809

or (Courier Service)
DIVISION OF PURCHASING
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

OR FAX TO: (573) 526-9816 (either mail or fax, not both)

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri State Highway Patrol
Troop E, Carthage Crime Lab,
Troop D, Springfield Crime Lab,
and Crime Laboratory Division
in Jefferson City

Department of Mental Health
Fulton State Hospital

Attorney General's Office
Jefferson City, Missouri

Department of Natural Resources
Division of Geology & Land Survey
Rolla, Missouri

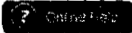
The contractor hereby agrees to provide the products/services described in the attached NJPA Contract #031715-KII for Furniture with Related Accessories and Services to the State of Missouri, political subdivisions or governmental entities subject to the conditions stated on page 2. The contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the contractor and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME KI		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Krueger International, Inc.	
MAILING ADDRESS PO Box 8100		IRS FORM 1099 MAILING ADDRESS 1330 Bellevue Street	
CITY, STATE, ZIP CODE Green Bay, WI 54608-8100		CITY, STATE, ZIP CODE Green Bay, WI 54302	
CONTACT PERSON Patty Koshak		EMAIL ADDRESS pkoshak@spacesaver.com	
PHONE NUMBER 920-536-0590		FAX NUMBER 920-563-0595	
TAXPAYER ID NUMBER (TIN) 39-1375589	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 3913755890 6	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)	
AUTHORIZED SIGNATURE 		DATE 10-14-15	
PRINTED NAME Guy Patzke		TITLE Assistant Secretary	



MISSOURI ONLINE BUSINESS FILING



Gen. Business - For Profit Details as of 12/30/2015

<p>Business Entity Fees & Forms</p> <p>Business Entity FAQ</p> <p>Business Entity Home Page</p> <p>Business Entity Online Filing</p> <p>Business Outreach Office</p> <p>Business Entity Contact Us</p> <p>UCC Online Filing</p> <p>Secretary of State Home Page</p>	<p><small>Required Field</small></p>												
<p>File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.</p> <p>File Registration Reports - click FILE REGISTRATION REPORT.</p> <p>Copies or Certificates - click FILE COPIES/CERTIFICATES.</p>													
<p>RETURN TO SEARCH RESULTS</p> <p style="text-align: right;"> <input type="button" value="FILE ONLINE"/> </p> <p style="text-align: center;"> <input type="button" value="Select filing from the list."/> </p> <p style="text-align: center;"> <input type="button" value="Filing Type"/> <input type="button" value="Amended Articles"/> <input type="button" value="Accepting Professional Corp"/> </p>													
<p>ORDER COPIES/ CERTIFICATES</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>General Information</th> <th>Filings</th> <th>Address</th> <th>Contact(s)</th> </tr> </thead> <tbody> <tr> <td colspan="2"> <p>Name(s) BRADFORD SYSTEMS CORPORATION</p> <p>Type Gen. Business - For Profit</p> <p>Domesticity Foreign</p> <p>Registered Agent Bradford, Dave 1735 Larkin Williams Road Fenton, MO 63020</p> </td> <td colspan="2"> <p>Address 430 Country Club Drive Brentwood, IL 60100</p> <p>Charter No. F01280425</p> <p>Home State IL</p> <p>Status Good Standing</p> <p>Date Formed 28/02/13</p> </td> </tr> <tr> <td colspan="2"> <p>Duration Perpetual</p> <p>Report Due 4/30/2016</p> </td> <td colspan="2"></td> </tr> </tbody> </table>		General Information	Filings	Address	Contact(s)	<p>Name(s) BRADFORD SYSTEMS CORPORATION</p> <p>Type Gen. Business - For Profit</p> <p>Domesticity Foreign</p> <p>Registered Agent Bradford, Dave 1735 Larkin Williams Road Fenton, MO 63020</p>		<p>Address 430 Country Club Drive Brentwood, IL 60100</p> <p>Charter No. F01280425</p> <p>Home State IL</p> <p>Status Good Standing</p> <p>Date Formed 28/02/13</p>		<p>Duration Perpetual</p> <p>Report Due 4/30/2016</p>			
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<p>The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.</p>													

CONTRACT TITLE: FURNITURE WITH RELATED ACCESSORIES AND SERVICES (NJPA)

CONTRACT PERIOD: DATE OF AWARD THROUGH APRIL 8, 2019

Contract C116048001 is awarded by the State of Missouri consisting of the following:

- ❖ The attached Participating Addendum Master Agreement;
- ❖ The attached National Joint Powers Alliance (NJPA) Contract #031715-KII awarded April 9, 2015; and
- ❖ The attached Request for Proposal #031715 issued January 15, 2015, including the Krueger International, Inc. (KI) Proposer Questionnaire

The contractor shall provide Krueger International (KI)/Spacesaver storage filing systems and associated accessories and services only to state of Missouri agencies in accordance with NJPA contract #031715-KII. In addition, the contractor shall provide KI/Spacesaver storage filing systems, accessories and services only to all political subdivisions and/or governmental entities within the State of Missouri, including members of the Missouri Cooperative Procurement Program in accordance with NJPA contract #031715-KII.

All references to NJPA in the attached documentation shall be deemed to refer to the State of Missouri except where applicable to information specific to NJPA.

Krueger International (KI) and Spacesaver, a division of KI, agrees upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding contract shall exist between Krueger International/Spacesaver and the State of Missouri.

The signed contract with KI/Spacesaver shall become the master contract. Factory-authorized area contractors; Bradford Systems Corporation and Southwest Solutions Group, Inc., designated by KI/Spacesaver to provide for the installation of the shelving systems will be assigned separate contracts. All ordering, delivery, invoicing and payments will be accommodated through the designated area contractors.

The established contract shall provide for Spacesaver shelving systems, services, supplies and accessories at the discounts specified in the attached Spacesaver Discount Structure NJPA Agreement, and in accordance with Contract #031715-KII, effective April 9, 2015. The contractor shall provide for the purchase and installation of shelving systems at the following state agency locations:

Missouri State Highway Patrol
Troop B, Carthage Crime Lab
5190 S. Grand Avenue
Carthage, MO 64836

Missouri State Highway Patrol
Troop D, Springfield Crime Lab
425 E. Phelps Street
Springfield, MO 65806

Attorney General's Office
207 West High St.
Jefferson City, MO 65101

Missouri State Highway Patrol
Crime Laboratory Division
1510 E. Elm Street
Jefferson City, MO 65101

Department of Mental Health
Fulton State Hospital
600 E. 5th Street
Fulton, MO 65251

Department of Natural Resources
Division of Geology & Land Survey
111 Fairgrounds Road
Rolla, MO 65401

I. GENERAL CONTRACTUAL & PERFORMANCE REQUIREMENTS:

I.1 Contractor's Personnel:

I.1.1 The contractor understands and agrees that by signing above, they certify the following:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

- The contractor agrees to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - (2) Provide to the Division of Purchasing the documentation required in Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - (3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

1.2 Affidavit of Work Authorization and Documentation:

- 1.2.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

1.3 Subcontractors:

- 1.3.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- 1.3.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo; and
- shall not henceforth be in such violation; and

- the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.4 Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements:

- 1.4.1 The contractor and all subcontractors employed by the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 22 Dated 7/23/2015 for all counties within the State of Missouri. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on the Notice of Award.
- 1.4.2 For each renewal period, if any, exercised by the Division of Purchasing, the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.
- 1.4.3 The contractor shall forfeit to the state agency ten dollars (\$10.00) for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (section 290.250, RSMo).
- 1.4.4 In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in sections 290.210 to 290.340, RSMo, and is advised to review the requirements carefully prior to beginning work.
- 1.4.5 The contractor must require all personnel who are "on-site employees" as defined in section 292.675, RSMo, to complete a ten (10) hour construction safety training program required under section 292.675, RSMo, unless the personnel have documentation of prior completion of the program. Personnel that have not previously completed the program must complete the program within sixty (60) days of beginning work under the contract. Personnel on the work site without the documentation of prior completion of the program shall be afforded twenty (20) days to produce such documentation before being subject to removal from the work site. The contractor shall forfeit to the state agency a penalty of \$2,500.00 plus an additional \$100.00 for each person employed by the contractor or subcontractor for each calendar day or portion thereof, such person is employed without the required training.
- 1.4.6 A contractor who is a "transient employer" as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following notices: (1) The notice of registration for employer withholding issued to the contractor by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the contractor and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to the contractor by the division of employment security. If the contractor fails to post these required notices, the contractor shall, under section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices are posted.
- #### 1.5 Surety Bond:
- 1.5.1 The contractor must furnish a bond guaranteeing payment of all labor, suppliers and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of section 107.170, RSMo. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Office of Administration, Division of Purchasing within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The bond must be made payable to the State of Missouri in an amount equal to the total cost of all equipment, supplies and services provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise. The contract number and contract period must be specified in the bond. In the event the Division of Purchasing exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal.

1.6 Executive Order 04-09 - Products and/or Services Provided Outside United States:

- 1.6.1 If any products and/or services offered are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the proposed products and/or services being manufactured or performed at sites outside the United States? Yes _____ No x _____

If YES, do the proposed products/services satisfy the conditions described in paragraph 4 and its subsections of Executive Order 04-09? (Reference the following web link:

http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)

If YES, mark the appropriate exemption below, and provide the requested details:

- _____ a. Unique good or service.
Explain: _____
- _____ b. Foreign firm hired to market Missouri services/products to a foreign country.
Identify foreign country: _____
- _____ c. Economic cost factor exists
Explain: _____
- _____ d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.
Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States:
_____ %
Specify what contract work would be performed outside the United States: _____

1.7 Cooperative Procurement Program:

- 1.7.1 The contractor shall provide KI/Spacesaver storage shelving systems, accessories and services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the Internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

1.8 Federal Funds Requirement:

- 1.8.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- the percentage of the total costs of the program or project which will be financed with Federal funds;
- the dollar amount of Federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.9 Debarment Certification:

- 1.9.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached certification regarding debarment, etc., Exhibit B with their response. This document must be satisfactorily completed prior to award of the contract.

EXHIBIT A

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm .
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A - CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; OR
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT A, continued


(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. (If completing Box B, do not complete Box C.)

BOX B - CURRENT BUSINESS ENTITY STATUS

I certify that Bradford Systems Corporation (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Bruce G Povalish

Authorized Business Entity Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

Bradford Systems Corporation

Business Entity Name

01/07/2016

Date

bpovalish@bradfordsystems.com

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

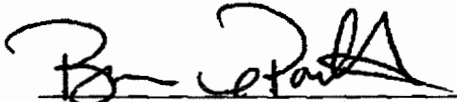
EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:


The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Bruce G Povalish (Name of Business Entity Authorized Representative) as finance Manager (Position/Title) first being duly sworn on my oath, affirm Bradford Systems Corporation (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Bradford Systems Corporation (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

	<u>Bruce G Povalish</u>
Authorized Representative's Signature	Printed Name
<u>Finance Manager</u>	<u>01/07/2016</u>
Title	Date
<u>bpovalish@bradfordsystems.com</u>	<u>706189</u>
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 7th of January, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Cook State of
(NAME OF COUNTY)
Illinois, and my commission expires on 10-27-2018
(NAME OF STATE) (DATE)


Signature of Notary 1-7-2016
Date





Company ID Number: 706189

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 Bradford Systems Corporation	
Jacki Bradford	
Name (Please Type or Print)	Title
Electronically Signed	08/28/2013
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	08/28/2013
Signature	Date
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Bradford Systems Corporation
Company Facility Address:	430 Country Club Drive
	Sensenville, IL 60106
Company Alternate Address:	
County or Parish:	DU PAGE
Employer Identification Number:	362719574



Company ID Number: 706189

North American Industry Classification Systems Code:	454
Administrator:	
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:	
<ul style="list-style-type: none">• ILLINOIS 1 site(s)	

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

Name:	Jacki Bradford	Fax Number:	(630) 350 - 3454
Telephone Number:	(630) 350 - 3453		
E-mail Address:	jacki@bradfordsystems.com		

Verify.

Employment Eligibility Verification

Welcome
Jacob Bradford

User ID
JBRA1458

Last Login
01:15 PM - 09/18/2013

Log Out



Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

i You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

Hiring Sites

Previous Next

	State	Number of Hiring Sites
<input type="button" value="Add"/>		
<input type="button" value="Edit"/> <input type="button" value="Delete"/>	ILLINOIS	1
<input type="button" value="Edit"/> <input type="button" value="Delete"/>	INDIANA	1
<input type="button" value="Edit"/> <input type="button" value="Delete"/>	MISSOURI	1

Previous Next



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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 Spacesaver Corporation (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).

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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

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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.

E-Verify



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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

E-Verify



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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



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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

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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.



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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.



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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

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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 HIRIRA 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.

EXHIBIT B

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.

Krueger International, Inc (KI)

03-267-2651

Company Name

DUNS #

Guy Patzke

Assistant Secretary

Authorized Representative's Printed Name

Authorized Representative's Title


Authorized Representative's Signature

10-14-15
Date

Instructions for Certification

- By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**STATE OF MISSOURI
DIVISION OF PURCHASING**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

**PARTICIPATING ADDENDUM
 NJPA PROCUREMENT CONTRACT #031715-KII
 FURNITURE WITH RELATED ACCESSORIES AND SERVICES
 Administered by the National Joint Powers Alliance (NJPA)**

**MASTER AGREEMENT
 KRUEGER INTERNATIONAL, INC.
 (hereinafter "Contractor")
 And
 STATE OF MISSOURI
 (hereinafter "Participating State")
 Reference Missouri Contract # C116048001**

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1. Scope: This addendum covers storage filing systems, accessories and services from Krueger International (KI)/Spacesaver for State of Missouri agencies as established in NJPA Contract #031715-KII competitively bid by NJPA. This addendum also covers storage filing systems, accessories and services from Krueger International (KI)/Spacesaver for all other governmental entities, including members of Missouri's Cooperative Procurement Program as established in NJPA Contract #031715-KII competitively bid by NJPA.

2. Participation: Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

No Changes Are Required - However, use by State of Missouri agencies and members of the Cooperative Procurement Program is limited to storage filing systems, accessories and services only as indicated in Item 1 above.

For informational purposes, KI/Spacesaver is requested to complete Attachment 1 of this Participating Addendum regarding their economic impact to the state of Missouri.

4. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

NJPA

Name	Tony Glenz
Address	National Joint Powers Alliance 202 12 th Street NE P.O. Box 219 Staples, MN 56479
Telephone	218-894-5491
E-mail	tony.glenz@njpacoop.org

Contractor

Name	Mike Hogan
Address	Krueger International, Inc. 1330 Bellevue Street P.O. Box 8100 Green Bay, WI 54302
Telephone	920-468-2396
Fax	920-468-2781
E-mail	mike.hogan@ki.com

PARTICIPATING ADDENDUM
NJPA PROCUREMENT CONTRACT #031715-KII
FURNITURE WITH RELATED ACCESSORIES AND SERVICES
Administered by the National Joint Powers Alliance (NJPA)

MASTER AGREEMENT
KRUEGER INTERNATIONAL, INC.
(hereinafter "Contractor")
And
STATE OF MISSOURI
(hereinafter "Participating State")
Reference Missouri Contract # C116048001

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Name	Patty Koshak
Address	Spacesaver Corporation 1450 Janesville Avenue Fort Atkinson, WI 53538
Telephone	920-963-0590
Fax	920-963-0595
E-mail	pkoshak@spacesaver.com

Participating Entity

Name	Laurie Borchelt
Address	State of Missouri, Office of Administration Division of Purchasing and Materials Management 301 West High Street, Room 630 Jefferson City, MO 65101
Telephone	573-751-1702
Fax	573-526-9816
E-mail	laurie.borchelt@oa.mo.gov

5. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) this Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

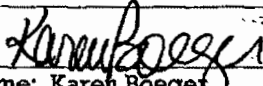
This Participating Addendum and the Master Agreement #031715-KII (administered by the National Joint Purchasing Alliance) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

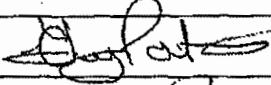
PARTICIPATING ADDENDUM
NJPA PROCUREMENT CONTRACT #031715-KII
FURNITURE WITH RELATED ACCESSORIES AND SERVICES
Administered by the National Joint Powers Alliance (NJPA)

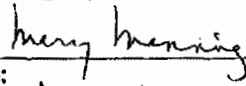
MASTER AGREEMENT
KRUEGER INTERNATIONAL, INC.
(hereinafter "Contractor")
And
STATE OF MISSOURI
(hereinafter "Participating State")
Reference Missouri Contract # C116048001

Page 3 of 5

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Missouri
By: 
Name: Karen Boeger
Title: Director, Division of Purchasing and Materials Management
Date: 11/22/16

Contractor: Krueger International
By: 
Name: Guy Patzke
Title: Asst. Secretary
Date: 10-15-2015

Contractor: Spacesaver Corporation
By: 
Name: Mary Manning
Title: VP Finance
Date: 10/15/15

**PARTICIPATING ADDENDUM
NJPA PROCUREMENT CONTRACT #031715-KII
FURNITURE WITH RELATED ACCESSORIES AND SERVICES
Administered by the National Joint Powers Alliance (NJPA)**

**MASTER AGREEMENT
KRUEGER INTERNATIONAL, INC.
(hereinafter "Contractor")
And
STATE OF MISSOURI
(hereinafter "Participating State")
Reference Missouri Contract # C116048001**

Page 4 of 5

ATTACHMENT 1

MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under Missouri Contract Number C116048001 is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

14 Employees 2400 sq feet in Fenton, MO
Spacepace Distributor in Fenton

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number C116048001.

Storage Filing Systems and Accessories

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Flowthrough corporate and employee contributions

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

AME Catering LLC Livestock ST LOUIS MO 63123

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

As needed

**PARTICIPATING ADDENDUM
NJPA PROCUREMENT CONTRACT #031715-KII
FURNITURE WITH RELATED ACCESSORIES AND SERVICES
Administered by the National Joint Powers Alliance (NJPA)**

**MASTER AGREEMENT
KRUEGER INTERNATIONAL, INC.
(hereinafter "Contractor")
And
STATE OF MISSOURI
(hereinafter "Participating State")
Reference Missouri Contract # C116048001**

Page 5 of 5

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

As Directed

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**PARTICIPATING ADDENDUM
NJPA PROCUREMENT CONTRACT #031715-KII
FURNITURE WITH RELATED ACCESSORIES AND SERVICES
Administered by the National Joint Powers Alliance (NJPA)**

**MASTER AGREEMENT
KRUEGER INTERNATIONAL, INC.
(hereinafter "Contractor")
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STATE OF MISSOURI
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Page 4 of 5

ATTACHMENT 1

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The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under Missouri Contract Number C116048001 is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

none. We have a facility and employees located in Lenexa, KS that will cover the KCMO market. We also service Southwest Missouri out of our Tulsa, OK branch.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number C116048001.

Sales, installation and service of Spacesaver high density mobile storage systems and related products.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Typical system sell price, delivered and installed, ranges from \$50k - \$100k

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

none

**PARTICIPATING ADDENDUM
NJPA PROCUREMENT CONTRACT #031715-KII
FURNITURE WITH RELATED ACCESSORIES AND SERVICES
Administered by the National Joint Powers Alliance (NJPA)**

**MASTER AGREEMENT
KRUEGER INTERNATIONAL, INC.
(hereinafter "Contractor")
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STATE OF MISSOURI
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Reference Missouri Contract # C116048001**

Page 5 of 5

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none

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:
none

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Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #031715 FURNITURE WITH RELATED ACCESSORIES AND SERVICES

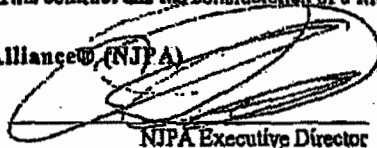
Krueger International, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be April 9th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

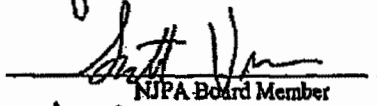
NJPA Authorized signature:


NJPA Executive Director

Dr. Chad Coquette
(Name printed or typed)

Awarded this 9th day of April, 20 15 NJPA Contract Number #031715-K11

NJPA Authorized signature:


NJPA Board Member

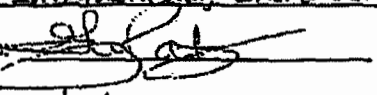
Scott Veronen
(Name printed or typed)

Executed this 9th day of April, 20 15 NJPA Contract Number #031715-K11

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Krueger International, Inc. d.b.a. KI

Vendor Authorized signature:



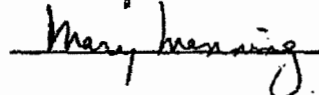
Gary Patzke
(Name printed or typed)

Title: Asst. Secretary

Executed this 14 day of April, 20 15 NJPA Contract Number #031715-K11

Vendor Name Spacesaver Corporation

Vendor Authorized signature:



Mary Manning
(Name printed or typed)

Title: V.P. Finance

Executed this 27 day of April, 20 15 NJPA Contract Number #031715-K11

Spacesaver Discount Structure

NJPA Contract No. _____

SSC Contract No. _____

Furniture & Storage Equipment

Mobile & Wheelhouse Products	
List Price Range	Discount
\$1.00 - \$15,000.00	38.4%
\$15,001.00 - \$50,000.00	39.0%
\$50,001.00 - \$100,000.00	41.3%
\$100,001.00 - \$200,000.00	43.9%
\$200,001.00 and Above	Consult with Local Distributor

4-Post & Case Type Shelving	
List Price Range	Discount
\$1.00 - \$15,000.00	36.8%
\$15,001.00 - \$50,000.00	39.2%
\$50,001.00 - \$100,000.00	44.2%
\$100,001.00 - \$200,000.00	47.2%
\$200,001.00 and Above	Consult with Local Distributor

Cantilever Shelving & FrameWRX	
List Price Range	Discount
\$1.00 - \$15,000.00	39.2%
\$15,001.00 - \$50,000.00	42.2%
\$50,001.00 - \$100,000.00	46.6%
\$100,001.00 - \$200,000.00	50.3%
\$200,001.00 and Above	Consult with Local Distributor

RaptorRAC Wide Span Shelving	
List Price Range	Discount
\$1.00 - \$15,000.00	38.4%
\$15,001.00 - \$50,000.00	39.0%
\$50,001.00 - \$100,000.00	42.3%
\$100,001.00 - \$200,000.00	44.7%
\$200,001.00 and Above	Consult with Local Distributor

Storage Products (including Lockers, Doors & Drawers; excluding ControlLoc)	
List Price Range	Discount
\$1.00 - \$15,000.00	38.4%
\$15,001.00 - \$50,000.00	39.0%
\$50,001.00 - \$100,000.00	43.9%
\$100,001.00 - \$200,000.00	45.2%
\$200,001.00 and Above	Consult with Local Distributor

ActivRAC (excluding Stainless Steel)	
List Price Range	Discount
\$0.00 and Above	38.4%

XTend / High Bay Shelving	
List Price Range	Discount
\$0.00 and Above	Consult with Local Distributor

- For projects over list price range noted, consult with Local Distributor.
- All discounts above include freight (tailgate delivery to dock).
- For inside delivery, negotiated job by job because custom nature and volume of equipment.
- Installation: Due to the custom nature of this equipment it is quoted per project, however, installation charges for non-union, non-prevailing wage projects will not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.
- Any surcharges in effect at time of order will be applied to all individual orders.
- Warranty: 5-years parts, 1-year labor.
- Shipments: Average 60 days ARO.
- Payment Terms: Net 30 days.
- Ordering: c/o Authorized Area Contractors and Distributors of Spacesaver.
- FOB Points: All items shipped FOB destination within continental United States & Canada from 1450 Janesville Avenue, Fort Atkinson, WI 53538.
- Spacesaver is a division of KI.



COMMENT AND REVIEW
To the
REQUEST FOR PROPOSAL (RFP) #031715
Entitled
FURNITURE WITH RELATED ACCESSORIES AND SERVICES

The following advertisement was placed in the Minneapolis, MN *Star Tribune* on January 15, 2015 and January 22, 2015, in Oregon's *Daily Journal of Commerce* on January 16, 2015, in South Carolina's *The State* on January 15, 2015, in Utah's *The Salt Lake Tribune* on January 15, 2015, in *USA Today* on January 15, 2015, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx, and Biddingo:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031715 FURNITURE WITH RELATED ACCESSORIES AND SERVICES. Details of this RFP are available beginning JANUARY 15, 2015. Details may be obtained by letter of request to Jonathan Yahn, 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 MARCH 17, 2015 at 4:30 p.m. Central Time at the above address and opened MARCH 18, 2015 at 8:00 a.m. Central Time.

RFPs were requested from and distributed to:

State of Oklahoma	Krueger International, Inc.
Palmer Hamilton, LLC	School Specialty, Inc.
Staples Contract & Commercial, Inc. dba Business Interior by Staples	
Steelcase, Inc.	
1 st Senior Care, LLC	D3, Inc. dba 9 to 5 Seating
Academia Furniture	Adaptaspace, Inc.
Admiral Express	ALLSEATING
American Hotel Register – Education Division	American Seating Company
AmTab Manufacturing Corp.	Arconas
August, Inc.	Bay View Industries, Inc. dba SurfaceWorks
Blockhouse Furniture	Bretford Manufacturing, Inc.
Busch Systems International, Inc.	Cardinal Health Canada
CDA Contract Design Associates	Chapman Woodworks
Complete Office	Computer Comforts, Inc.
Construction Journal	CORT Business Services Corporation
Daily Journal of Commerce	Datum Storage Solutions
DCI, Inc.	Dickson Furniture Manufacturers
Diversified Metal Fabricators	Ebony Office Interiors, LLC

EKO	El Lago Technologies
Enwork	ergoCentric Seating Solutions
Exemplis Corp.	Foliot Furniture, Inc.
GearGrid, LLC	Global Industrial
Global Packaging Solutions, LLC	Go Green Office Products
Goodmans Interior Structures	Grand Rapids Chair Company
Groupe Lacasse, LLC	Haldeman-Homme, Inc.
Hamilton Sorter	Haskell Office, LLC
Inland Medical Rehab	Integra Seating
Intereum	Kaplan Early Learning Company
Keeney's Office Supply	KLN Manufacturing
K-Log, Inc.	Knu, LLC dba La-Z-Boy Contract Furniture
Lakeshore Learning Materials	Libr-Tech Corporation
Madera Furniture Company	Maxon Furniture, Inc.
Mayline Company, LLC	Medlines Industries, Inc.
Meucci & Associates	Mitchell Furniture Systems, Inc.
Moduform	Montel Aetnastak, Inc.
MSE Company	Mur-Van Manufacturing, Ltd.
National Public Seating	NW OfficeSpace & Design, Inc.
OBI	Office Interiors Group
OutSmart Office Solutions, Inc.	Perfect Stitch Upholstery
Prime Vendor, Inc.	RGO Office Furnishings
Robert Gaston Interiors	RT London
Sauder Education	Sauder Manufacturing Co.
Savoy Contract Furniture	SBD Commercial Interiors
Seating Concepts, LLC	Sedia Systems, Inc.
Source Management	Spacesaver Corporation
Spectrum Industries, Inc.	SSG
State of Arkansas	Surface Works
Sustainable Furniture, Inc.	T&D Solutions, LLC.
Teknion, LLC	The Brill Company, Inc.
The Global Group	TMC Furniture, Inc.
Total Office Concepts, Inc.	Trendway Corp.
University Furnishings	USA Capital
WDM, Inc.	WMATA
Wood Designs	

Proposals were opened on March 18, 2015 at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479. Proposals were received from the following:

- Academia Furniture
- ALLSEATING
- American Seating Company
- AmTab Manufacturing Corporation
- BayView Industries, Inc. dba SurfaceWorks
- CORT Business Services Corporation
- D3, Inc. dba 9 to 5 Seating
- Diversified Metal Fabricators
- Fleetwood Group, Inc.

Foliot Furniture, Inc.
Global Industrial
Grand Rapids Chair Company
Groupe Lacasse
Hamilton Sorter
K-Log, Inc.
Krueger International, Inc.
Mitchell Furniture Systems, Inc.
Montel Aetnastak, Inc.
Palmer Hamilton, LLC
RT London
Sauder Education
School Specialty, Inc.
Sedia Systems, Inc.
Staples Contract & Commercial, Inc. dba Business Interior by Staples
Steelcase, Inc.
Sustainable Furniture, Inc.
Teknion, LLC
The Brill Company, Inc.
TMC Furniture, Inc.
USA Capital

Proposals were reviewed by the Proposal Evaluation Committee:

Ginger Line, CPPB, NJPA Senior Contract Procurement Analyst
Gregg Melerhofer, CPPO, NJPA Senior Contract Products and Price Analyst
Tracy Plinske, NJPA Contract Procurement Analyst
Keith Hanson, CPA, NJPA Accounting Manager
Jonathan Yahn, JD, NJPA Contracts and Compliance Manager

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses met Level-One and Level-Two Responsiveness and were evaluated.

Staples Contract & Commercial, Inc., operating as Business Interiors by Staples, has extensive experience within the industry along with a large nationwide sales and service force. They offer a wide array of options as a reseller with great discounts that provide a one-stop-shop option.

School Specialty, Inc. is both a reseller and a manufacturer and their discounts are competitive. They have many furniture options along with a national sales and service force.

Steelcase, Inc. has a full line of furniture along with panel-based systems and casegoods. They have experience within the industry and over 800 locations located across the United States.

Krueger International, Inc. offers a full line of furniture along with library, dorm, and cafeteria items. They also offered their Spacesaver brand product line and leasing options. They have extensive industry experience and employ a large sales and service force.

Teknion, LLC is a manufacturer that specializes in furniture along with storage and filing systems. They offered a competitive discount on a broad range of items.

Palmer Hamilton, LLC offers many types of furniture including cafeteria, early childhood, and outdoor furniture. They have demonstrated substantial business success and offers competitive pricing.

CORT Business Services Corporation offers furniture rental solutions, which may be a great asset to make available to our members. They have a large sales and service force along with a competitive discount.

For these reasons the NJPA Proposal Review Committee recommends award of NJPA Contract #031715 to

Steelcase, Inc.	031715-STI
Krueger International, Inc.	031715-KII
Staples Contract & Commercial, Inc. operating as Business Interiors by Staples	031715-SCC
School Specialty, Inc.	031715-SSI
Palmer Hamilton, LLC	031715-PHL
CORT Business Services Corporation	031715-COR
Teknion, LLC	031715-TKN



Ginger Line, CPPB, Senior Contract Procurement Analyst

4-2-15
Date




Gregg Meierhofer, CPPO, Senior Contract Product & Price Analyst

4-2-15
Date




Tracy Plinske, Contract Procurement Analyst

4-2-15
Date



Keith Hanson, CPA, NJPA Accounting Manager

4-2-15
Date



Jonathan Fahn, JD, Contracts and Compliance Manager

4/2/15
Date

Proposal Opening Witness

Date of opening: March 18, 2015

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #031715 for the procurement of FURNITURE AND/OR RELATED SERVICES, SUPPLIES AND ACCESSORIES by NJPA and NJPA Members.

Proposals are evaluated first on responsiveness then on the other criteria included in the RFP. Responsiveness consists of the following criteria:

1. Was the response received prior to the deadline of submission?
2. Was the response properly packaged and addressed?
3. Did the response contain the proper bid bond?
4. Did the response include documents with original signatures that were required?

Responses were received from the following:

Academia Furniture – received 3/17/15 at 11:21am - Proposer deemed responsive

ALLSEATING – received 3/17/15 at 11:24am - Proposer deemed responsive

American Seating Company – received 3/17/15 at 11:20am - Proposer deemed responsive

AmTab Manufacturing Corporation – received 3/17/15 at 11:21am - Proposer deemed responsive

Bay View Industries, Inc. dba SurfaceWorks – received 3/13/15 at 12:05pm - Proposer deemed responsive

CORT Business Services Corporation – received 3/16/15 at 11:08am - Proposer deemed responsive

D3, Inc. dba 9 to 5 Seating – received 3/17/15 at 12:03pm - Proposer deemed responsive

Diversified Metal Fabricators – received 3/17/15 at 12:03pm – Proposer deemed responsive

Not enough insurance coverage

Fleetwood Group, Inc. – received 3/16/15 at 10:14am – Proposer deemed responsive

Follot Furniture, Inc. – received 3/16/15 at 11:00am – Proposer deemed responsive

Global Industrial – received 3/16/15 at 11:00am – Proposer deemed responsive

Grand Rapids Chair Company – received 3/17/15 at 11:24am – Proposer deemed responsive

Groupe Lacasse, LLC – received 3/17/15 at 1:17pm – Proposer deemed responsive

Hamilton Sorter – received 3/17/15 at 11:23am – Proposer deemed responsive

K-Log, Inc. – received 3/13/15 at 11:49am – Proposer deemed responsive

Krueger International, Inc. – received 3/16/15 at 10:13am – Proposer deemed responsive

Mitchell Furniture Systems, Inc. – received 3/13/15 at 11:49am – Proposer deemed responsive

Not enough insurance coverage

Montel Aetnastak, Inc – received 3/13/15 at 12:05pm – Proposer deemed responsive

Palmer Hamilton, LLC – received 3/13/15 at 11:49am – Proposer deemed responsive

RT London – received 3/16/15 at 10:13am – Proposer deemed responsive

Sauder Education – received 3/17/15 at 11:22am – Proposer deemed responsive

School Specialty, Inc. – received 3/17/15 at 11:22am – Proposer deemed responsive

Sedia Systems, Inc. – received 3/17/15 at 12:03pm – Proposer deemed responsive

Staples Contract & Commercial Inc.

dba Business Interiors by Staples – received 3/13/15 at 12:05pm – Proposer deemed responsive

Steelcase, Inc – received 3/16/15 at 10:13am – Proposer deemed responsive

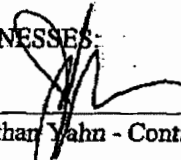
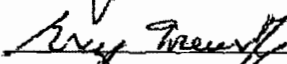
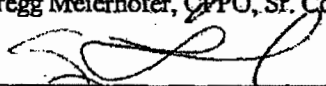
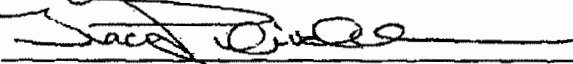
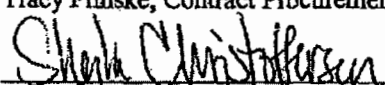
www.njpacoop.org



202 12th Street NE
P.O. Box 219
Staples, MN 56479

Sustainable Furniture, Inc. – received 3/16/15 at 10:15am – Proposer deemed responsive
Teknion, LLC – received 3/17/15 at 11:21am – Proposer deemed responsive
The Brill Company, Inc. – received 3/17/15 at 11:21am – Proposer deemed responsive
TMC Furniture, Inc. – received 3/16/15 at 10:14am – Proposer deemed responsive
Not enough insurance coverage
USA Capital – received 3/16/15 at 10:14am – Proposer deemed responsive
Not enough insurance coverage

WITNESSES:

 _____ Jonathan Yahn - Contracts and Compliance Manager, NJPA	_____ 3/18/15
 _____ Gregg Meierhofer, CPPO, Sr. Contract Products & Pricing Analyst	_____ 3/18/15
 _____ Ginger Ljre, CPPB, Sr. Contract Procurement Analyst, NJPA	_____ 3/18/15
 _____ Tracy Plinske, Contract Procurement Analyst, NJPA	_____ 3/18/15
 _____ Sheila Christoffersen, Procurement Support Specialist, NJPA	_____ 3/18/15

Form G
Furniture with Related Accessories and Services

	Possible Points	Academia Furniture	ALLSEATING	American Seating Company	AmTab Manufacturing Corporation	Bay View Industries Inc dba SurfaceWorks	CORT Business Services Corporation	D3, Inc dba 9 to 5 Seating	Diversified Metal Fabricators Inc	Fleetwood Group Inc	Follot Furniture Inc
Conformance to Terms/ Conditions to Include Documentation	50	20.00	31.25	35.00	35.75	38.25	42.50	40.00	27.50	35.00	40.00
Pricing	400	270.00	275.00	275.00	280.00	280.00	300.00	275.00	238.75	287.50	288.75
Financial, Industry and Marketplace Successes	75	46.25	47.50	46.25	46.25	52.50	58.75	47.50	40.00	46.25	53.75
Bidder's Ability to Sell Service Contract Nationally	100	41.25	55.00	60.00	40.00	53.75	75.00	65.00	31.25	65.00	48.75
Bidder's Marketing Plan	50	28.75	23.75	30.00	30.00	30.00	38.75	31.25	26.25	33.75	35.00
Value Added Attributes	75	40.00	38.25	50.00	42.50	43.75	60.00	45.00	37.50	43.75	52.50
Warranty Coverages and Information	50	38.75	38.75	35.00	40.00	38.75	40.75	40.00	36.25	40.00	41.25
Selection and Variety of Products and Services Offered	200	121.25	107.50	127.50	123.75	128.75	150.00	112.50	107.50	130.00	115.00
Total Points	1,000	606.25	615.00	658.75	638.25	663.75	765.75	656.25	545.00	681.25	675.00

Form G
Furniture with Related Accessories and Services

Possible Points	Global Industrial	Grand Rapids Chair Company	Groupe Lacasse LLC	Hamilton Sorter	K-Log Inc	Krueger International Inc	Mitchell Furniture Systems Inc	Montel Aetnastak Inc	Palmer Hamilton LLC	RT London	
Conformance to Terms/ Conditions to Include Documentation	50	37.00	30.00	37.50	38.75	40.00	41.25	35.00	34.50	35.00	38.75
Pricing	400	285.00	242.50	275.00	291.25	271.25	331.25	286.25	270.00	300.00	256.25
Financial, Industry and Marketplace Successes	75	58.25	41.25	48.75	50.00	48.75	63.75	46.25	50.00	61.25	51.25
Bidder's Ability to Sell/ Service Contract											
Nationally	100	62.50	48.75	48.75	70.00	45.00	80.00	57.50	42.50	63.75	41.25
Bidder's Marketing Plan	50	38.25	26.25	32.50	31.25	35.00	40.00	33.75	32.50	36.25	31.25
Value Added Attributes	75	45.00	35.00	37.50	51.25	43.75	57.50	52.50	53.75	55.00	48.25
Warranty Coverages and Information	50	33.75	32.50	36.75	42.50	37.50	40.00	38.75	37.50	38.75	40.00
Selection and Variety of Products and Services Offered	200	156.25	125.00	142.50	132.50	151.25	176.25	140.00	133.75	150.00	115.00
Total Points	1,000	712.00	581.25	661.25	707.50	672.50	830.00	690.00	654.50	740.00	620.00

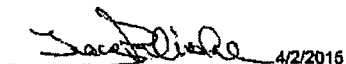
**Form G
Furniture with Related Accessories and Services**

	Possible Points	Sauder Education	Sedia Systems Inc	School Specialty Inc	Staples dba Business Interiors by Staples	Steelcase Inc	Sustainable Furniture Inc	TMC Furniture Inc	Teknlon LLC	The Brill Company Inc	USA Capitol
Conformance to Terms/ Conditions to Include Documentation	50	38.75	42.00	41.25	42.50	42.50	40.00	37.50	38.25	33.75	38.75
Pricing	400	287.50	290.00	303.75	312.50	317.50	280.00	283.75	281.25	300.00	286.25
Financial, Industry and Marketplace Successes	75	58.75	57.50	55.00	68.00	68.00	43.75	47.50	60.00	52.50	40.00
Bidder's Ability to Sell/ Service Contract											
Nationally	100	48.75	58.75	75.00	86.25	83.00	30.00	58.75	57.50	55.00	42.50
Bidder's Marketing Plan	50	36.25	41.25	38.25	41.25	41.76	38.25	38.75	43.75	32.50	32.50
Value Added Attributes	75	50.00	56.25	57.00	61.25	61.25	51.25	62.50	61.25	50.00	32.50
Warranty Coverages and Information	50	40.00	38.75	40.00	40.00	42.00	40.00	38.25	39.50	38.25	38.75
Selection and Variety of Products and Services Offered	200	127.50	117.50	166.25	176.25	172.50	122.50	143.75	158.75	137.50	132.50
Total Points	1,000	687.50	702.00	776.50	828.00	828.50	643.75	680.75	730.25	697.50	643.75

Page 3 of 3


Ginger Lira, CPPB, NJPA

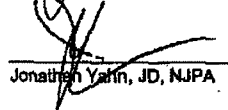
4/2/2015


Tracy Plinske, NJPA

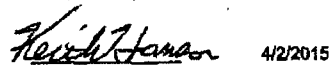
4/2/2016


Gregg Meierhofer, CPPO, NJPA

4/2/2015


Jonathan Yahn, JD, NJPA

4/2/2016


Keith Hanson, CPA, NJPA

4/2/2015

KI Zones - State Identified

Zone 1

Michigan
Nebraska
Missouri
Illinois

Indiana
Iowa
Kansas

Ohio
Minnesota
Wisconsin

Kentucky
N. Dakota
S. Dakota

Zone 2

Maryland
Arkansas
W. Virginia
Oklahoma

Delaware
Georgia
Virginia
Tennessee

Alabama
Pennsylvania
N. Carolina
New York

Dist. Of Col.
New Jersey
S. Carolina
Mississippi

Zone 3

Louisiana
Maine
Massachusetts

Colorado
New Hampshire
Connecticut

Texas
Vermont
Montana

Florida
Rhode Island
Wyoming

Zone 4

California
Arizona

Oregon
New Mexico

Washington
Utah

Nevada
Idaho

Zone 5

Alaska

Hawaii

Zone 1 - Furniture 3/10/15

Product Line	Price List	Tier 1		Tier 2		Tier 3		Tier 4		Tier 5	
		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 \$200,001 - above
Seating											
All Stack and Guest Seating	Stack and Guest Seating	42	30	46	36	49	39	50	42.5	>/= Tier 4	
AerDyn											
Apply™											
Bantam™											
Conrad®											
Gracie											
Maestro®											
Matrix®											
Opti™											
Perry®											
Pirelli Stack											
Rapture®											
Silhouette®											
Strive®											
Strive® High-density Stack											
Torsion® on the Go®											
Torsion®											
Torsion Air®											
Versa®											
Versa® Junior											
Versa® XL											
Xylon®											
All Task Seating	Task Seating	42	30	46	36	49	39	50	42.5	>/= Tier 4	
Altus™											
Apply™											
Avail®											
Cinturon™ Task											
Engage®											
Gracie											
Impress®											
Impress® Ultra											
Kismet® Mesa™ Task											
Pilot											
Sit											
Strive® Task											
Torsion® Task											
Torsion Air® Task											
All Lobby & Lounge Seating	Lobby & Lounge Seating	42	30	46	36	49	39	50	42.5	>/= Tier 4	
Arioso®											
Cody™											
Hancock Benches											
Hub™											
Jessa™											
Lyra® Mesa™											
Neena Benches											
Relax™											
Sala™											
Solstice®											
Tea Cup™											
Three Benches											
MyWay	MyWay Lounge Collection	42	30	46	36	49	39	50	44.5	>/= Tier 4	
Blu Sky	Blu Sky Collection	42	30	46	36	49	39	50	42.5	>/= Tier 4	
Solstice Metal	Solstice Metal Collection	42	30	46	36	49	39	50	42.5	>/= Tier 4	
Affina	Affina Collection	42	30	46	36	49	39	50	42.5	>/= Tier 4	
Folding Chairs and Stools	Folding Chairs & Stools	42	30	46	36	49	39	50	42.5	>/= Tier 4	

Zone 1 - Furniture 3/10/15

Product Line	Price List	Tier 1		Tier 2		Tier 3		Tier 4		Tier 5	
		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 \$200,001 - above
100 Series											
300 Series											
700 Series											
Auditorium											
Design Line											
DuraMesh											
Folding Chairs 05											
Front Row Seats											
Novite											
Storage & Accessories											
Multiple Seating	Multiple Seating	42	30	46	36	49	39	50	42.5	>= Tier 4	
Dorsal Operational Tandem											
Flex™											
GalaOne											
Perth® Piretti Torsion® Tandem											
Solstice											
Strive® Tandem											
Three®											
Storage											
700 Series	700 Series Files and Storage	42	30	46	36	49	39	50	42.5	>= Tier 4	
All Terrain Storage	All Terrain Files and Storage	42	30	46	36	49	39	50	42.5	>= Tier 4	
U-Series Storage	U-Series	42	30	46	36	49	39	50	42.5	>= Tier 4	
Technology Support furniture											
Workzone		42	30	46	36	49	39	50	42.5	>= Tier 4	
All Powered Tables		42	30	46	36	49	39	50	42.5	>= Tier 4	
Activ®											
DataLink®											
Flat Screen Garage®											
InTandem®											
Smart LIR™											
Workspace Accessories											
Laptop Garage		42	30	46	36	49	39	50	42.5	>= Tier 4	
Connection Zone		42	30	46	36	49	39	50	42.5	>= Tier 4	
Inquire		42	30	46	36	49	39	50	42.5	>= Tier 4	
Trellis	Trellis System	42	30	46	36	49	39	50	42.5	>= Tier 4	
WorkUp		42	30	46	36	49	39	50	42.5	>= Tier 4	
Toggle		42	30	46	36	49	39	50	42.5	>= Tier 4	
Backbone		42	30	46	36	49	39	50	42.5	>= Tier 4	
Systems/Modular Furniture											
700 Series Desks	700 Series Desking System	42	30	46	36	49	39	50	42.5	>= Tier 4	
Genesis	Genesis	42	30	46	36	49	39	50	42.5	>= Tier 4	
True Desking	True Desking	42	30	46	36	49	39	50	42.5	>= Tier 4	
Aristotle	Aristotle Caseworks	42	30	46	36	49	39	50	42.5	>= Tier 4	
Darwin	Veneer Caseworks	42	30	46	36	49	39	50	42.5	>= Tier 4	
System3000	System 3000	42	30	46	36	49	39	50	42.5	>= Tier 4	
WireWorks	WireWorks Panel System	42	30	46	36	49	39	50	42.5	>= Tier 4	
Units Systems	Units Systems	42	30	46	36	49	39	50	43.5	>= Tier 4	
Wharton Lectern		42	30	46	36	49	39	50	42.5	>= Tier 4	

Zone 1 - Furniture 3/10/15

Product Line	Price List	Tier 1		Tier 2		Tier 3		Tier 4		Tier 5	
		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 \$200,001 - above
Library Furniture											
Crossroads	Crossroads	42	30	46	36	49	39	50	40	>/= Tier 4	
Occasional Tables	Occasional Tables	42	30	46	36	49	39	50	42.5	>/= Tier 4	
Flex™											
Rado™											
Soltica®											
Lobby and Lounge Furniture	Lobby & Lounge Seating	42	30	46	36	49	39	50	42.5	>/= Tier 4	
Arises®											
Cody™											
Hancock Benches											
Hub™											
Jessa™											
Lyra®											
Mesa™											
Neena Benches											
Relax™											
Sala™											
Soltice®											
Tea Cup™											
Three Benches											
Cafeteria Furniture											
All Folding Tables	Folding tables	42	30	46	36	49	39	50	42.5	>/= Tier 4	
Premier®											
Heritage™											
Emissary® Duralite®											
Value®											
ValueLite®											
Storage & Accessories											
Uniframe	Folding tables	40	28	42.5	31.5	45.5	40.5	46.5	41.5	>/= Tier 4	
Uniframe Convertible Benches	Folding tables	28	28	31.5	31.5	40.5	40.5	41.5	41.5	>/= Tier 4	
CafeWay Cafeteria Tables	CafeWay Cafeteria Tables	40	28	42.5	31.5	45.5	40.5	46.5	41.5	>/= Tier 4	
Site Furnishings	Site Furnishings	42	30	46	36	49	39	50	42.5	>/= Tier 4	
Logic® System											
Promenade® Seating System											
Reclaim Recycling Containers and Centers											
Early Childhood Furniture											
Oxford Activity Tables	Classroom Tables and Chairs	42	30	46	36	49	39	50	42.5	>/= Tier 4	
* Also see Freestanding Classroom furniture	Classroom Collection										
Audio Visual Furniture											
Trek Tables		42	30	46	36	49	39	50	42.5	>/= Tier 4	
All Terrain Screens	Accessories	42	30	46	36	49	39	50	42.5	>/= Tier 4	

Zone 1 - Furniture 3/10/15

Product Line	Price List	Tier 1		Tier 2		Tier 3		Tier 4		Tier 5	
		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
Training Furniture											
KJ Instruct	Classroom Collection	42	30	46	36	49	39	50	42.5	>= Tier 4	
600,700,800 Series Stools	Classroom Collection	42	30	46	36	49	39	50	42.5	>= Tier 4	
Stools	Task Seating	42	30	46	36	49	39	50	42.5	>= Tier 4	
Apply Task Stool	Task Seating										
Engage Task Stool											
Graze Task Stool											
Impress Task Stool											
Impress Ultra Task Stool											
Kismet Task Stool											
SIR Task Stool											
Strive Task Stool											
Torsion Air Task Stool											
Torsion Task Stool											
Inquire Tables	Classroom Collection	42	30	46	36	49	39	50	42.5	>= Tier 4	
Intellect Activity Tables	Classroom Collection	42	30	46	36	49	39	50	42.5	>= Tier 4	
Oxford Activity Tables	Classroom Collection	42	30	46	36	49	39	50	42.5	>= Tier 4	
Educational Office Furniture											
Accessories	Accessories	42	30	46	36	49	39	50	42.5	>= Tier 4	
All Terrain® Bins											
All Terrain® Markerboards											
All Terrain® Screens											
Flat Screen Support System											
Isle Power Tower											
Parsec Desktop Lights											
All folding Tables	Folding Tables	42	30	46	36	49	39	50	42.5	>= Tier 4	
Premier®	Folding Tables										
Heritage™											
Emissary®											
DuraLite®											
ValueLite®											
Storage & Accessories											
All Tables	Folding Tables	42	30	46	36	49	39	50	42.5	>= Tier 4	
Athens®	Folding Tables										
Barron®											
DataLink® Multipurpose											
Enlite™											
Hurry Up!®											
Inquire®											
Portico™											
Synthesis®											
Trek®											
Venue®											
Folding Chair	Folding Tables	42	30	46	36	49	39	50	42.5	>= Tier 4	
Pivovate Tables	Pivovate Table	42	30	46	36	49	39	50	43.5	>= Tier 4	
Serenade Conference	Serenade Conference	42	30	46	36	49	39	50	42.5	>= Tier 4	
Workzone	Workzone Desking	42	30	46	36	49	39	50	42.5	>= Tier 4	

Pallas Textiles

Net Price List (Effective: 03/15)

Upholstery Fabrics

Item	Price	Item	Price	Item	Price			
ALGORITHM	27.189	\$48.00	INDO	27.181	\$48.00	PRISM	29.068	\$46.25
AMAZO	29.075	\$42.00	HALFTONE	27.198	\$41.75	PROMENADE	28.081	\$40.25
ASHA	29.076	\$42.00	HARD-WOMEN	27.176	\$45.00	RACY	27.183	\$46.25
AURORA	29.067	\$46.25	HEART BEAT	27.182	\$31.50	RAKU	29.077	\$46.25
BILA	29.077	\$52.50	HERITAGE	27.18	\$35.75	NAVYINA	27.155	\$34.50
BEVEL	27.174	\$39.50	HIGHWAY PATROL	27.217	\$29.25	NEEL TO NEEL	27.169	\$47.00
BLOCK PARTY	27.182	\$49.50	HOLY COM	27.184	\$33.75	RYERS	27.196	\$36.75
BONNARD	29.079	\$41.00	HOLY COM TOO	27.144	\$35.75	RODTOPS	27.216	\$48.75
BOULEVARD	27.188	\$43.50	HOOKED	27.194	\$46.25	RUNNING STITCH	29.07	\$49.50
BOUNCIE	27.16	\$35.75	ILLUSION	29.065	\$46.25	SEEKING TRUTH	27.153	\$46.25
BUSTY BEE	27.145	\$34.50	INFINITY HELIX	28.087	\$48.00	SHEEPH	27.166	\$32.75
CARIBBEAN	28.08	\$47.75	JMAY	27.176	\$42.00	SIP	27.161	\$34.00
CAROUSEL	27.187	\$45.25	INTERLACE	27.187	\$49.50	SOLID FOOTING	27.149	\$37.75
CELL THEORY	27.188	\$43.50	JACKS	27.188	\$59.00	SPIN ART	27.21	\$41.75
CHARRA	29.078	\$41.00	KARAOKE	27.18	\$58.00	SPUN	27.177	\$33.25
CHERRY	27.185	\$46.25	KHAKIT	18.051	\$46.25	STAMPED OUT	27.181	\$37.75
CHITRA	27.178	\$38.50	LACED UP	27.199	\$34.00	STEMO STRAP	27.183	\$36.75
CHROMA	29.066	\$34.50	LARSPUR	29.017	\$46.25	SWING	27.159	\$42.00
CLASH	27.184	\$46.25	LATHOLA	29.018	\$46.25	TEA PD	27.171	\$39.50
COMPOSITION	27.179	\$47.50	LE FLEUR	29.082	\$46.75	TERAZZO	29.025	\$46.25
CROSS CROSSING	29.089	\$34.00	LINE	27.204	\$35.75	THE BUBBS	27.215	\$41.00
CURVE	27.201	\$35.75	MOCH	28.029	\$46.25	TRANSOM	18.082	\$44.75
DAPPLE	27.118	\$39.50	MAIDENHAIR	27.141	\$34.50	TREVI	27.154	\$46.25
DEEPLY ROOTED	27.148	\$34.50	MAJUCA	29.06	\$46.25	TULIPS	29.088	\$45.50
DELPHINUM	29.021	\$46.25	MARBLE	27.213	\$42.00	TURTLE NECK	27.146	\$49.50
FIELD PLAY	27.206	\$30.25	MADONVILLE	28.019	\$42.00	TWAIL	27.158	\$34.50
FLEXING MUSCLES	27.185	\$38.50	MELODY MAKER	27.172	\$43.00	UNRAVELLED	27.168	\$39.50
FORMULA	29.088	\$49.50	MILANO	27.152	\$34.50	UNSPUN	29.071	\$34.50
FORTUNE TELLER	27.214	\$40.25	MODERN BLAZE	27.199	\$39.00	UNWAZZED	29.089	\$27.50
FRACTURE	27.208	\$48.00	OFF TRACK	27.209	\$38.25	VESPA	27.181	\$35.00
FRIENDSHIP BRACELET	27.212	\$31.50	ON THE PRINCE	29.069	\$32.75	VINEYARD	27.128	\$34.50
GENE POOL	27.184	\$49.50	PATINA	27.207	\$37.75	WONDER WHEEL	27.179	\$49.00
GRAPH	27.205	\$30.75	PERFECT PITCH	27.17	\$39.50	WORK HORSE	27.147	\$46.25
GRAMMERE	29.01	\$42.00	PERSEVERANCE	27.149	\$46.00			
GRID	27.202	\$35.75	PING PONG	27.104	\$39.50			
GRILL CLOTH	27.197	\$40.75	POINT	27.203	\$30.75			
GROUND BREAKING	27.182	\$43.50						

Cubicle Fabrics

Item	Price	Panel Fabric	Item	Price	
ARBOR	29.085	\$33.25	BUSINESS CASUAL	28.042	\$17.50
ARIA	29.042	\$38.75	FORMAL AFFAIR	28.091	\$22.00
FLORA	29.086	\$38.25	FRESHMAN	28.058	\$27.75
HARMONY	29.044	\$38.75	HOPSCOTCH	28.064	\$30.75
ISHTA	29.08	\$32.25	HORIZON LINE	28.061	\$21.75
MELODY	29.041	\$38.75	ION	28.063	\$21.75
PATHWAYS	29.037	\$34.25	LEARNING THE BONES	28.035	\$31.25
PENDURAL	29.079	\$33.50	LEX	28.055	\$22.00
POD	29.074	\$37.25	MADISON	28.059	\$22.00
SHANTI	29.092	\$32.25	NEW TWIST	28.056	\$27.75
STRATUM	29.084	\$32.25	OASIS	28.057	\$27.75
SUN SALUTATION	29.091	\$32.25	PARK	28.054	\$22.00
WOODLAND	29.072	\$33.50	RIPPLE EFFECT	28.062	\$24.00
			SHIFTING SAND	28.08	\$28.25
			SQUARE OFF	28.085	\$21.75
			TOPSITCH	28.086	\$20.75



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

Proposer Name: Krueger International, Inc. Questionnaire completed by: Kelli Plamann

Please identify the person NJPA should correspond with from now through the Award process:

Name: Mark Waldecker E-Mail address: mark.waldecker@ki.com

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. 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. *Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.*

Company Information & Financial Strength

1) Why did you respond to this RFP?

First and foremost, KI is a current contract holder that is very satisfied with the partnership we have been able to develop over the years with NJPA. As an industry leader, KI has structured our business into vertically integrated markets whose primary focus is education, government, and training.

Since KI is the education market leader for innovative and top quality furnishing solutions, this Furniture with Related Accessories and Services Request for Proposal, is an integral part of our business model. The changing economic conditions has led to public purchasing departments being undermanned and over worked while trying to stay within increasingly tightened budgets.

Aligning with a NJPA organization such as NJPA, provides our customers a legal purchasing pathway to contracts that are competitively bid which provide nationally leveraged pricing, quality products and services awarded by a government agency.

Additionally, the impressive menu of other NJPA awarded contracts allows KI the ability to live up to our "trusted advisor" promise, by providing access to other value added solutions for our customer's relevant procurement needs.

2) What are your company's expectations in the event of an award?

KI's expectations in the event of an award would be that NJPA would continue its high level of integrity and ethics in the entire RFP process through to the final day of an awarded contract.

KI would also like to continue our partnering dialogue to expand in new states or geographic territories. Examples of how we could see expanding are adding the RFP announcement to the USA Today and into NJPA Canada. KI's strength as an existing NJPA contract holder is only as strong as the entire portfolio of contracts and the NJPA staff supporting them. By holding more than one contract it has enabled KI to have a continuity of effort in our training programs and the flexibility in our marketing programs to the market places multiplicity of needs. Our expectations internally are that we continue to grow the NJPA contracts exponentially until we are able to overtake the U.S. Communities contract that Virco holds. KI will continue to work with other contract holders in concert to secure business. KI currently work in a variety of ways, with National Cooperative Leasing, Business Interiors by Staples, Shaw, EZIQC and Palmer Hamilton and we are looking to expand into more collaborative relationships with Sharp Electronics, CDW-G, ADT, Mondo, Mitel, Tremco, Little Tikes, School Health and US Foods.

3) Provide the full legal name, address, tax identifications number, and telephone number for your business.

Legal Name: Krueger International, Inc.
DBA: KI
Tax Id: 39-1375589
Registered Address: 1330 Bellevue Street
PO Box 8100
Green Bay, WI 54308-8100
Corporate Office Phone: (800) 454-9796

4) Demonstrate your financial strength and stability.

KI has attached our Condensed, Consolidated Balance sheet for 2012 and 2013 titled "4 Financials 2012 and 2013" for your review. Also, KI's Dunn and Bradstreet number is 06-267-2651, which is a document that provides a financial rating of our company and indicates its financial stability.

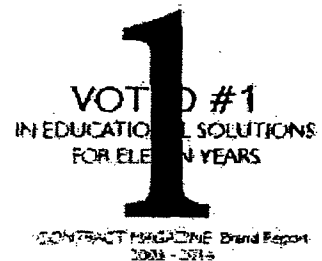
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.

KI has never been the subject of a bankruptcy action.

6) Provide a brief history of your company that includes your company's core values and business philosophy.

KI has attached a more inclusive review of its history and philosophy titled "6 KI History and Philosophy".

Providing furniture solutions to the education market is – and will continue to be – the cornerstone of our business. In fact, Contract Magazine, the main industry publication, ranked KI the number one preferred provider of educational furniture by architect and design firms nationwide for eleven years in a row. Simply stated, we are the "trusted experts" in education, and you can rest assured that you've made a wise choice by working with KI.



We understand you have the ultimate choice in selecting a furniture solutions partner to fulfill your particular needs and requirements. That's why we have listened to our clients and have built our entire business around our customers. Not only does it include furniture, it starts with understanding how you prefer to be serviced based on your way of doing business.

Advantages of working with KI:

- KI can tailor product and service solutions to meet customers' specific location, timeframe and budget requirements.
- Currently, 19.8% of all KI sales fall into the category of tailored product and custom options compared to the industry standard of about 1%. That means if we can't find a product that best fits your needs, we'll create one.
- As we tailor products, we are able to offer these innovative product solutions to other clients. Some continuous innovative products include the Trellis System, Extol Auditorium Seating, Pirouette Tables, and CafeWay Cafeteria Tables among others.
- KI has hundreds of installations throughout the country.
- For ease of servicing, KI has local factory representatives located virtually accessible to any location throughout the United States and Canada. KI also has a national network that can cover any servicing needs at any of your locations no matter their location.

- KI can offer many furnishing selections as outlined in this RFP. In fact, KI can offer additional options fulfilling the Members needs and budgeting requirements as the needs arise.
- Environmentally preferred products. KI products have several green advantages including regional materials; with the 500 mile radius in transportation, all products have recycled content, and are SCS Indoor Advantage™ Gold Certified. Additional options are available by request for certified wood and renewable material options.

Along with exceptional furniture solutions, KI extends only the highest levels of client service and dedication. At your convenience, please feel free to visit our website at www.kieducation.com, www.kigovernment.com, www.ki.com and www.ki.com/green to view any additional products offerings and attributes.

- 7) How long has your company been in the FURNITURE WITH RELATED ACCESSORIES AND SERVICES industry?

KI has been manufacturing classroom furniture since 1995 for the K-12 market with the introduction of their Ivy League classroom seating and desking (approximately 20 years). However, KI has been manufacturing educational and office seating since the early 1980's. This would be approximately 35 or more years ago. KI was established in 1941, 74 years.

- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?

KI is a Manufacturer.

- 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/equipment and related services you are proposing.

Not Applicable. See b. below.

- 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/equipment and related services proposed.

KI has its own sales force, dealer network, and installation supervisors. KI does subcontract installation services to those trained in KI products.

Spacesaver Corporation (a subsidiary of KI)

Spacesaver owes its success to the innovative network of independent small businesses (Spacesaver Area Contractors and Canadian Distributors) for installation and services. This combines the financial strength of a large corporation with the entrepreneurial flexibility of small businesses.

To assure the Area Contractors' and Distributors' ability to successfully manage rapidly growing businesses, Spacesaver has established the Spacesaver University with educational and training programs ranging from basic product and installation classes, to basic and advanced sales programs, to sales management and graduate business school level management education specifically designed for Area Contractor and Distributor principals.

- c) Are these individuals your employees, or the employees of a third party?

KI's sales force, dealer network, and installation supervisors are employees, but installation services are subcontracted to KI certified third party companies.

d) If applicable, is the Dealer Network independent or company owned?

KI recognizes its customers have diverse requirements for project management, service, and support, so KI designed its sales and product service capabilities to speed response to these changing needs. The company's flexible service package allows customers to choose the services they want and whom they would like to perform those services. KI or a designated dealer may perform and manage these services.

Since the first KI/DR relationship was established in May 1996, the KI DR Program has grown to over 70 active Dealer Representatives located throughout the United States.

A Dealer Representative (DR) is an individual or independent business entity that works through and with KI's sales force to sell KI products to new and existing customers. The DR educates current and prospective customers on the broad offering of KI products and focuses on selling within a defined geographic territory. Within that territory, those markets and those accounts, the DR is the primary and preferred dealership distribution channel for KI.

Spacesaver's Area Contractors and Canadian Distributors are independently owned.

9) Please provide your bond rating, and/or a credit reference from your bank.

KI's current bond rating is: .0085 or \$8.50 per thousand dollars.

KI's credit reference from its bank is:

Wells Fargo Bank
777 East Wisconsin Avenue
Commercial Banking Division
MAC N9843-011
1819 University Avenue
Green Bay, WI 54302
Contact: Karen Kowis
Karen.kowis@wellsfargo.com
Fax: 920-436-6124

Please find the attached credit reference for your review – See "9 2015 Credit Letter".

10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.

Please see the attached "10 Licenses" document for your review.

11) Provide a detailed explanation outlining 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."

KI's expectations of its subcontractors is to have all the necessary local, state, and federal licensing and insurance required to fulfill installation and dealer responsibilities. KI does a background check and has training requirements set for all its subcontractors prior to hiring and placing on location.

12) Provide all "Suspension or Disbarment" information as defined and required herein.

Not Applicable. None.

13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.

KI has a \$1,000,000 combined single limit automobile insurance and for workers compensation and employer's liability, KI has a \$1,000,000 E.L. each accident, \$1,000,000 E.L. disease-ea. employee and \$1,000,000 E.L. disease-policy limit.

14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

- Seating
 - Stack and Guest Seating
 - Task Seating
 - Lobby & Lounge Seating
 - Folding Chairs and Stools
 - Multiple Seating
- Storage
 - Files and Storage
- Technology Support furniture
 - Desking
 - Tables
 - Accessories
- Systems/Modular Furniture
 - Desking
 - Panels
 - Accessories
- Library Furniture
 - Tables and Chairs
 - Lounge
- Cafeteria Furniture
 - Tables and Chairs
- Early Childhood Furniture
 - Tables and chairs
- Audio Visual Furniture
 - Tables
 - Accessories
- Training Furniture
 - Tables and Chairs
 - Stools
- Educational Office Furniture
 - Tables and Chairs
 - Desking
 - Accessories
- Fixed Seating & Tables
- Demountable Walls
- Residence Hall
- Healthcare
- Freestanding Classroom and School Furniture
 - Tables and Chairs
 - Desking
 - Accessories

Industry Requirements & Marketplace Success

15) List and document recent industry awards and recognition.

KI has been recognized in several areas by its product innovation, design and development, environmental initiatives and community stewardship. KI has attached a recent listing of those awards titled "15 Awards to date".

16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

Please find the attached "16 References" for your review.

SpaceSaver References

- Project: Z. Smith Reynolds Library
Wake Forest University
Mary Beth Lock, Director, Access Services
(336) 758-6140
- Project: Football Field House
Austin Peay State University
Derek van der Merwe, Athletic Director
(989) 560-1865
- Project: San Diego County Sheriff
MSB Facilities & Special Projects
Cheryl Shirley
(858) 974-2190



17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.

Education	FOX VALLEY TECHNICAL COLLEGE	Milwaukee	WI	\$3,447,887
	MADISON COLLEGE	Milwaukee	WI	\$3,156,554
	WASHINGTON STATE UNIVERSITY	Spokane	WA	\$1,246,022
	UNC WILMINGTON	Raleigh	NC	\$1,073,320
	ROWAN UNIVERSITY	Norristown	PA	\$1,015,424
Federal Government	STATE OF MINNESOTA	Saint Paul	MN	\$2,588,603
	MN DEPARTMENT OF HUMAN SVCS	Saint Paul	MN	\$1,764,253
	ONSLow COUNTY	Jacksonville	NC	\$1,458,123
	HEALTH & HUMAN SERVICES COMM.	Beaumont	TX	\$926,292
	MIAMI-DADE COUNTY	Miami	FL	\$670,424

18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

	% of Total Sales 2014	% of Total Sales 2013	% of Total Sales 2012
University & College Market	43%	45%	41%
K-12 Market	18%	16%	17%
TOTAL EDUCATION	61%	61%	58%
Federal Government	1.5%	3%	3%
State/Local Government	5%	6%	5%
TOTAL GOVERNMENT	6.5%	9%	8%

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company 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?

KI has a National and International sales force available to the NJPA members. Although the majority of their efforts are focused on the sales of KI products, they will occasionally forge relationships with local servicing entities and fulfillment partners to help provide training on KI products. KI has broken out the numbers below. Please find the attached detail for your review "19 Sales/Manufacturing Locations".

National Support and Service:

- 21 Showrooms – seven of which are international
- 4 Divisions
- 7 Manufacturing Locations
- Field Sales Force:
 - 117 Staff - Direct Sales
 - 47 Independent Sales

Account Support & Installation Services

● Corporate Headquarters

● Manufacturing

Corporate Support and Service:

- 10 staff - **Market Development Analysts** - The goal of the Market Development area is to generate thousands of "qualified" project opportunities. These projects must be "new" to the field and not already registered in our internal database.
- 50 staff - **Inside Sales Support** - KI has a dedicated Inside Sales Support area that works within a specific region to support customers, clients and sales representatives. This area includes actively marketing KI's product offering throughout their designated region.
- 140 staff - **Corporate Customer Service and other Support Teams** - When a customer places a call to the KI customer service departments, a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe.
 - **Customer Service Agents** are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise.
 - **Customer Service Team Manager** provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics.

20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?

KI has 296 dealers dedicated to the NJPA contract and are located throughout the United States. They have the full support of each of the District Leaders at each of the 23 locations.

Please find the attached Dealer/DR listing for your review - See "20 NJPA Dealers".

Spacesaver sells all of its products through its network of 37 independent distributors in the United States ("Area Contractors"), 13 in Canada ("Distributors"), and 10 in International locations; including, Australia & Malaysia, Middle East (Dubai), Mexico, Hong Kong, United Kingdom, and the Caribbean.

Our contracted US distributors are located throughout the United States and cover every geographic area with over 110 metropolitan and satellite offices with staffs that provide customized storage solution consultation and installation and service to existing and new customers. Both the salespeople and the service personnel employed by these exclusive distributors are factory-trained and certified at Spacesaver, through both onsite and online training. There are over 400 storage consultants employed by our area contractors and distributors, and all are experts in the sales of Spacesaver products and services to potential customers in every market: education, library, government, public safety, museums, healthcare, industrial, and business organizations.

Please find the attached Distributer listing for your review - See "20 Spacesaver Area Contractors".

21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?

53 Staff - Installation Management Services (Corporate Services): The Corporate Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers.

- 8 Staff - Regional Managers
- 35 Staff - Installation Supervisors
- 8 Staff - Installation and Account Coordinators
- 2 Staff - Administration and Training

Teams split between West/South West, West/North East/DC, and Central/South East geographic territories.

Spacesaver has three full-time installation personnel that travel worldwide as needed to install or service equipment. Additionally, Spacesaver has four service personnel that are dedicated to installation, service training, technical support, and parts service that also travel as needed to provide on-site support.

- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?

Please see question number 20 that also asks about KI's dedicated Dealer network and geographic dispersion. The full number of available Dealers to NJPA members is listed.

All dealers are located within the geographic dispersion of NJPA Members. KI encourages on site servicing and warranty work to save on shipping costs and eliminating extended periods without the product being available to the client.

Spacesaver has over 270 factory-trained and certified service and installation professionals employed by our independent distributor network throughout the United States, Canada, Europe, Australia, and the Middle East. At least 80% of their time and attention is focused on the installation and servicing of product at the Member's or customer's location.

- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.

KI has attached a general overview of services that are offered to its clients. Please refer to "23 Customer Service Program".

Spacesaver launched a dedicated Customer Service Department in February 2015. This department will support our distribution partners and decrease time to acknowledgement of all complete orders. This will provide prompt and efficient communication to our distribution network which, in turn, will continually meet the delivery needs of NJPA members in an efficient and effective manner.

Each of our distributors offers a complete customer service packages - beginning with free space and storage needs assessment, proposed solution with drawings and quotations, sale, delivery, installation, warranty, and ongoing service maintenance to each NJPA Member. In addition, they provide onsite training to member personnel on product usage. Local sales and services is available if additional equipment is needed or if existing equipment would need service or modification.

- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.

KI is able to service all geographic areas and NJPA market segments throughout the United States. Neither KI nor Spacesaver are limited to any geographical area.

- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)

KI and Spacesaver are able to serve ALL NJPA Member segments and defined NJPA verticals that utilize commercial furnishings.

26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

For shipments destined to other U.S. states (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.

Spacesaver products will be delivered within the Continental US and Canada at no additional charge to our NJPA Members. Shipments outside of this area and at the point of embarkation to the installation site, a quote will be provided to the Member when additional delivery charges are required.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.

KI has implemented a NJPA in-house training program for all existing and new marketing sales staff.

This training includes:

- NJPA conducted webinars, internal NJPA/KI sales training
- NJPA promotional updates
- An Internal Sales Portal with dedicated NJPA area
- New Rep training which overviews the NJPA "Get to Know You" forums with recommended manager and rep attendance.

KI believes in educating the sales staff on the engagement process and in prompting the overall strength of the NJPA portfolio of contracts rather than just a furniture contract. This is highlighted with the KI brand promise: To be the "Trusted Advisor" to our customers and members.

When KI is a successful awardee to additional NJPA contracts, all aspects of the new contract will be incorporated into KI's corporate training process:

Spacesaver will continue to promote attendance at NJPA's "Get to Know Us" sessions around the country and in Canada, hold webinars (such as, the webinar held when we opened up NJPA into Canada), and provide local training on contract details. Spacesaver also utilizes their internal intranet (SpaceNet2) to keep the NJPA contract in the forefront. For example, a banner is presently running regarding the availability of the NJPA contract in Canada.

28) Describe how you would market/promote an NJPA Contract nationally to ensure success.

Tradeshows

KI will market and promote the NJPA contract during tradeshows with customized literature and signage. KI actively will participate in the AASA, NAEP, I-ASBO, NACO, NIGP and the additional shows KI actively participates in annually. KI attends approximately 50+ tradeshows annually.

Education

Education is ensuring the depth of knowledge and working instruments are available to assist our KI sales representatives with all the accoutrements, assets, advantages, knowledge, and experience of the NJPA Contract. To further assist our mutual customer, the public agency customers, by promoting technologically advanced furniture solutions, reducing the cost of purchased goods, improve their administrative effectiveness, directly support their efforts and to respect the Citizens (tax payers) confidence in them and their purchasing process.

Familiarity is through repetition of the initial training process at the Corporate Headquarters and remedial training in the field by the assigned NJPA/KI National Sales Manager.

The comfort level is achieved thru extensive interface between NJPA and KI National Sales Manager with our KI K-12 specific sales representative in each of our districts sales location.

Market Transition

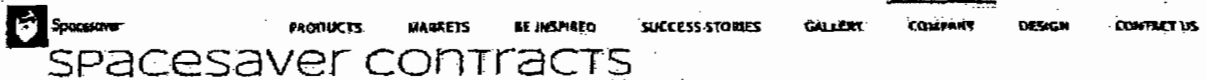
The KI team will continue to offer and make the NJPA contract available to all current and future NJPA membership. If KI again becomes a successful awardee of this contract, all KI sales reps will continue to be versed in any updated NJPA lexicon to insure that all participating members are completely aware of KI as a NJPA Awarded Contract.

Because of our past award and continued education of all distribution partners, the transition to a new contract will flow seamlessly. The new contract will receive an internal code designation with its own unique national account number. This number will be utilized to accurately enable proper ordering from all internal and external staff. Additionally, KI uses proprietary specification software, which is loaded with the NJPA contract to assure all members of accurate pricing. Our Order Management System ensures that terms and conditions are met whether ordering directly from KI or from a distribution partner.

Existing Customers

All existing KI contract holders will be informed of the ongoing affiliation with NJPA. Ultimately the transition to the NJPA/KI contract is the responsibility of the individual public or private entities. However, KI will present the benefits of the entire NJPA portfolio of contracts, rather than just the KI furniture contract. The strength of all NJPA contracts outweighs and enhances the individually held KI contracts.

Spacesaver's NJPA contract takes top billing on their contracts list website at www.spacesaver.com. If awarded an additional contract it will retain the same level of importance!



While considering a purchase from Spacesaver, it's important to consider the purchasing vehicles that are available. Spacesaver has a variety of contracts, partnerships and teaming agreements that give you every choice available on how you want to procure your storage systems.



NJPA / KI / SPACESAVER CONTRACT #052910 KI

A member owned cooperative serving all public, non-public, educational systems, governmental agencies, and non-profits. Our contract is also available to NJPA members in Canada. [Click here for more information on Spacesaver's NJPA contract](#)

Spacesaver will continue to submit Case Study articles for the NJPA Quarterly Newsletter to highlight NJPA member installations of our products.

29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.

Promoting

KI works with other NJPA contract holders to co-promote each other and our NJPA contracts at several events. Examples of this are: The Shaw Contract Group and KI have partnered at NEOCON East and Certified Educational Facilities Planners International shows and other contract holders will hold synergies for KI and which we will continue to.

Marketing Materials

- KI will immediately upon being awarded, create a press release identifying the award.
- KI will create a quick postcard mailing to introduce the new NJPA contract to its existing dealer representatives.
- KI will also offer information sheets during tradeshow and the proper signage needed for those shows.
- KI has already created a specific catalog with the NJPA logo and website access information. This will be updated accordingly.
- KI will also create a purchasing portal for Members and potential Members as to the benefits and product offering and their applications.

Leasing

KI created a "Lease Advantage" program in conjunction with NJPA contract holders National Cooperative Leasing, which utilizes the NJPA/KI contract pricing. This is the most unique leasing contract in the furniture industry.

Please find a few examples of KI's Marketing material in electronic format for your review. "29 Marketing Material"

In 2014, Spacesaver added a dedicated marketing specialist, devoting 20% of her time to marketing contracts. Both NJPA and NJPA-Canada "At a Glance" had been created for the distribution network.

Please find the Spacesaver "29 AT a Glance" for your review.

In addition, a restructured its sales department to include a Strategic Market Sales Director and Market Sales Managers dedicated to the Public Safety/Government, Military, Business, Healthcare, and Business Concrete/Industrial Applications markets. These key individuals will be instrumental in providing ongoing support and education of the contract.

30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.

KI has had successes with a web-enabled enterprise portal that leverages the Internet to process mission-critical business transactions in a swift, intuitive manner over a multi-tiered business environment.

KI has a dedicated Sales Training portal as outlined

(Actual Training links listed on the Sales Training Portal for your review):

Contract Information and Training for both New Employees and Refresher Training Needs

Contract Information

NJPA Contract

Click here for information on enabling legislation, frequently asked questions, procurement process, and membership application.

NJPA Training Video

NJPA Training PowerPoint

NJPA 2-Min Drill

NJPA Message & Contract Value

Other technology is attached under "30 Advanced Technologies" for your review.

Spacesaver retains a progressive marketing team to assist with contract marketing. Presently, we are able to track which specific sales representatives open our marketing documents. From this data point, the Spacesaver Contracts Department will be able to monitor review activity to training participation to order activity. This will provide important data for developing training programs for particular sales reps, distribution partners, or regions.

In addition, we now have a sales tracking tool - which will provide sales to the sales rep level. As above, this will be utilized to determine our NJPA pros versus those sales reps that may need additional training.

31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.

Marketing

NJPA proactively and jointly market KI's contract to agencies nationwide throughout the United States through a network of major sponsors (AASA, NAEP, I-ASBO, NACO, NIGP) and state-level sponsors. In addition, NJPA staff will enhance the Supplier's marketing efforts through in-person/phone meeting with public agencies, participation in key events and tradeshows and by providing online tools to the Supplier's sales force.

Training

NJPA must be dedicated to the training and education of KI's sales force. NJPA will conduct face to face training or conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentation, documents, and information to assist KI's field sales force in effectively promoting their NJPA contract.

Knowledge Management Support

NJPA will provide resources and tools that enable KI to leverage the program's knowledge and data. KI's sales force will be provided access to a private login site that contains marketing, training, and targeting data.

- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.

KI by its very nature is unique from other companies in that our marketing strategies are built around core vertical markets. Those are Education, Government, Healthcare and Technology which mirror the NJPA membership markets.

KI is uniquely poised to understand the needs of NJPA members, our success lies in understanding and satisfying these specific individual needs. The KI distribution strategy mirrors these needs with a direct sales force. This direct sales force includes market specialists, Deal Representatives that are market specific and dealers that are specialized in our markets or with specific accounts. KI has the freedom to partner with any dealers and/or installation entities chosen by the client and is not limited to agencies owned or affiliated strictly with KI. Allowing each individual NJPA members to have the ability to choose those services and who fulfills those services that are key to their particular project's success. Where others say NO, KI asks who has satisfied your needs the best.

KI has partnered with National Cooperative Leasing to create the "Lease Advantage Program" where we provide a unique to the industry, 84-month lease for the municipal and education markets. This program exhibits how to save their local tax payers possibly millions of dollars in interest.

- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract

KI Senior Management is committed to not only the success of a contract but to NJPA itself. Since the original award, KI has turned down numerous opportunities to work with NJPA, AEPA, and others. It is their belief that we should concentrate our efforts with one strong contract rather than several smaller contracts, successes, challenges, training, and market news.

On a quarterly basis, KI Senior Management reviews the KI/NJPA contract sales; both from a current perspective, and from a historical perspective. The success of the KI/NJPA relationship has grown exponentially; through 2014 KI/NJPA sales had a 12.8% growth over 2013 which had a growth of 35.1% year over year growth. The NJPA contract is now a Top Tier contract for KI.

Spacesaver's Senior Managers understand and appreciate the importance of the NJPA contract. Several Spacesaver Managers have attended the annual NJPA H2O Vendor Appreciation Conference over the past 5 years. In addition, Spacesaver's Director of Contracts chairs a Contracts Advisory Team (CAT) comprised of Spacesaver's President, Executive Vice President, Vice President - Finance, Vice President - IT & Marketing, Strategic Market Sales Director, Manager of Strategic Sales, Sales Operations Manager, and Contracts Administrator, meet bi-monthly or on an as-needed basis for time-critical consideration and decision making - regarding current and/or impending new contracts. The CAT is continually provided updates on NJPA contract activities and performance.

34) Do you view your products/equipment applicable to an E-procurement ordering process?

Yes No

- a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and education customers to ordering through E-procurement.

KI has attached an overview and examples of our e-procurement / on-line ordering capabilities. Please refer to "34a Online Capabilities" for your review.

35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Notification of Award:

- KI Senior Management advised
- KI Communications Department works with NJPA on appropriate public relations announcement
- Announcement of award sent to KI field sales team
- Web Ex conducted with appropriate KI personnel, i.e. field sales, internal support, etc. advising of the award and appropriate action steps to execute the new contract. The web ex would occur 30 to 60 days prior to the launch date to ensure appropriate education (Timing based on time frame given by NJPA from award announcement to contract date)
- Monthly review of NJPA sales with K-12 Dealer Development Manager, President and CEO

Web Ex to Field Sales and Internal Support announcing launch of new NJPA contract

- Overview of the new NJPA contract
- Identify NJPA members and steps to access member information
- Identify lead generation activity related to NJPA members
- Identify products available to NJPA members
- Education on discount structure
- Education on proper documentation to ensure NJPA member is identified on order
- Identify contact team to field questions
- Identify NJPA field support and means to access for support

Upon award, Spacesaver will distribute to both, the distribution network and internal staff, a NJPA Contract Brief outlining the pricing and key terms and conditions. Webinar will be held to go through the key points of the new contract, recommendations on how / when to introduce the NJPA contract to Members, how NJPA contract orders will be placed, and direct them to the information documents readily available on Spacesavers Intranet SpaceNet2.

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts:

NJPA:	Active/Over 6 years
Horizon Resource Group:	KI held this contract for 5 years
Premier GPO Contract:	Active/Over 10 years
Novation GPO Contract:	Active/Over 10 years
Current contracts w/29 states:	Active for various lengths of time from less than 1 year to over 10 years

Spacesaver has held a NJPA contract since being added to KI's contract in 2009.

37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.

NJPA:	\$19,219,000 in 2014
HRG:	Averaged \$800,000-\$1,000,000 annually over the life of the contract
Premier:	\$6,166,000 in 2014
Novation:	\$10,509,000 in 2014
State Contract:	\$73,634,000 in 2014

38) Identify any GSA Contracts held or utilized by the Proposer.

GS-28F-0033P, Furniture

Spacesaver GSA Contracts:
GS-28F-006BA High Density Moveable Storage and Shelving
GS-07F-022BA Law Enforcement
GS-25F-0030L Multimedia Office Cabinets

39) What is the annual combined dollar sales volume for each of these contracts?

\$3,500,000 in 2014

Spacesaver GSA Contracts: \$6,809,298 in 2014.

40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits 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.

KI has the ability to work with all members of NJPA in all market segments.

Spacesaver does not hold any national cooperative contracts that compete with NJPA.

41) How would you leverage an NJPA awarded contract in your sales process?

KI already leverages the NJPA contracts we currently hold as evident by the growth in NJPA contract sales since our initial partnership in 2008. KI has grown the NJPA contract to be the largest in our portfolio. KI leads with NJPA when discussing purchasing with all Education, Municipal and Non-Profit customers! We continued to add opportunities such as having the State of Texas contract (TXMAS) and the State of South Dakota adopt the KI/NJPA contract as their State contract. KI has also taken this path with other Education and Municipal customers.

We continue to look at ways to improve the KI focus by adding NJPA pricing to our KI specifying system, contract quoting cover page, New Sales Rep training, which utilizes Tony Glenz 6 to 8 times per year via webinar, and preferential terms for dealers that utilize the contract. KI educates the customer on the benefits of a contract bid with a national perspective in mind as opposed to a piggy back contract utilizing a lead agency that forces higher pricing through onerous mandates. Always keeping the NJPA members in mind KI has also given Business Interiors by Staples conditional approval to line list KI on their NJPA RFP response by allowing them to mirror the existing KI 101012 contract discounts. KI knows that it could negatively affect the overall sales numbers with NJPA, but would ultimately provide the convenience for any BI Staples customers who would like to simplify the PO process, by adding KI product to their PO.

- 42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

KI and Spacesaver would like to propose a 1% administrative fee to be payable to NJPA for facilitation and promotion of the contract opportunity.

Value Added

43) If applicable, describe any product/equipment training programs available as options for NIPA members. If applicable, do you offer equipment operator training as well as maintenance training? Yes No

KI offers training for all aspects of furnishings.

End-user Product Training

KI provides published installation/assembly instructions and user/maintenance manuals for products directly to the client at no additional cost. Along with written information, KI personnel can provide hands-on product training. This valuable face-to-face interaction between knowledgeable KI employees and client facilities personnel provides a proactive learning experience and offers a forum in which to raise questions and discover the most efficient methods of product handling. Once trained, facilities personnel can handle a wide range of product maintenance procedures, eliminating the need to hire outside labor for simple product adjustments.

KI offers a number of CEU presentations, some presented by KI staff and others by outside experts.

<u>What's Driving Demountable/Storefront Wall Solutions?</u>	Rob Wittl
<u>Collegiate Design: The New Driver for Workplace Design</u>	Jonathan Webb
<u>ANSI/BIFMA e3 Furniture Sustainability Standard</u>	Norman Nance
<u>Advanced Learning Spaces</u>	Amy Klefer
<u>Movable Wall Systems</u>	Rob Wittl
<u>Training 2.0</u>	Jonathan Webb
<u>Learning Per Square Foot</u>	Amy Keifer

Spacesaver's distribution network provides operator training at the time of installation. An NIPA Member may request maintenance training from our distribution network or attend maintenance training at Spacesaver headquarters.

Spacesaver also offers several Continuing Education Courses at including:

- Changing Spaces – Storage Solutions for the 21st Century Library
- How Storage Contributes to Your Sustainable Design and LEED Certification Efforts
- Optimizing Storage from Collar to Conviction Parts 1 and 2
- School Your Spacesaver
- Smart Storage – Smarter Workspaces
- Understanding and Writing Specifications for High-Density Mobile Storage
- Designing Acute Care Environments with Point of Need Storage
- Floor Loading 101
- How Storage Can Help Fulfill Executive Order 13514

44) Is this training standard as a part of a purchase or optional?

KI's installation/assembly instructions are shipped with required furniture at no charge. Hand-on and CEU training is optional and can be supplied upon request.

45) Describe current technological advances your proposed equipment/products and related services offer.

It is a KI's corporate policy that all new and/or improved introductions of product connect with and extend the usage of all previous introductions so as to work companionably side by side with its products.

KI's design and development strategy is focused on better ergonomic benefits to its furniture whether it is in mobility, flexibility, and the ease on the individual's body because of repetitious office and computer work. There are numerous studies out that have now concluded that ergonomic, comfortable furniture is an integral component for any successful learning environment.

KI also believes it can offer an environmentally friendly product and in being an environmentally responsible product manufacturer. All of KI's products can be recycled after its usefulness and the majority of its components contain recycled contents.

KI continually adds products to its offering that pass indoor air quality measures.

Technically innovative products in 2014

2014 September's IIDA Product of the Month, Soltice Metal Collection

2014 Interior Design "Best of Year" award, Valetudo Collection (Textiles: Healthcare Category)

2014 International Interior Design Association (IIDA) Product of the Month-October - Soltice Metal Collection

2014 Best of NeoCon Silver Award, Pallas Textiles, Valetudo Collection

2014 BUILDINGS™ Product Innovation Grand Prize for Technology Support — Trellis Rail System

2014 Best of NeoCon® Gold, Trellis Rail System

Internet connectivity

Spacesaver has recently redesigned its internet presence (<http://www.spacesaver.com>) to include mission critical information at your fingertips. Our new website includes applications by market, product specific information, and sustainable manufacturing practices all in one place.

Product Innovation

Product innovation is our number one strategic initiative. Spacesaver has a cross-functional team, led by a member of the executive management team, dedicated to quickly and continuously developing innovative new products to solve our customers' real-world storage problems. Our goal is to continue to launch several new storage products to our core vertical markets every year. Within the past 12 months Spacesaver has launched several new products including, ActivRAC 7M SS and a stainless steel version of the mobile racking solution, that addresses the challenging environments of sterile/ clean-room applications as well as corrosive wash down applications. A new line of universal steel shelving called RaptorRAC Wide Span Shelving has been introduced and a line of rail for our mobile storage systems that efficiently address the unique challenges of installing in geographies where there is high seismic activity such as California. Later this spring, a high-tech touch screen user interface for our mobile storage systems called Touch Technology Control will be introduced. This new control is the most user friendly, feature-rich product of its kind.

Compliance Standards

Spacesaver implemented a Quality Management System for its manufacturing plant and related corporate functions and has received an ISO 9001:2008 certification.

From an environmental standpoint, this certification:

- Ensures Spacesaver products are designed and produced with environmental considerations.
- Involves all team members in continuous improvement processes, which leads to resource conservation, waste reduction, and efficiency.
- Encourages continuous environmental improvement.
- Supports relationships with suppliers who are also environmental stewards.

- 46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).

KI has adopted the following internal policy as part of total environmental management program. This policy demonstrates the company's expectation of all employees in terms of environmental compliance and management.

KI is committed to our community by being environmentally conscious and striving to ensure the continued availability of natural resources for current and future generations. As part of the Vision/Mission, we recognize our responsibility to protect human health, the environment and natural resources and to continually strive to improve the environmental quality of our operations. To carry out this commitment, it is our policy to:

- Meet or exceed the requirements of all environmental laws and regulations applicable to our operations.
- To the extent practicable, limit our impact on the environment and work to reduce recognized environmental risks to our employees and communities in which we operate by employing safe technologies and operating procedures and by being prepared for emergencies.
- Continually assess our environmental programs and monitor our environmental performance.
- Have operating policies and programs in place to implement our Environmental Quality Policy.

To help implement our Environmental Quality Policy, the following responsibilities are being assigned:

- KI's corporate risk manager will be responsible for coordinating KI's environmental compliance. That individual will provide and coordinate environmental compliance support to KI facilities and help supply environmental technical and regulatory expertise. He/she will also assist in providing environmental training and corporate environmental data management.
- KI's general and operating managers are responsible for the environmental compliance of their respective operations. In that connection, KI expects its facility managers: (i) to be aware of the environmental impact of their operations and the environmental requirements imposed on those operations; (ii) to direct their areas of responsibility in a manner protective of employees, customers, the local community and the natural resources; (iii) to consider this Environmental Quality Policy when developing facility budgets; and (iv) keep KI's corporate risk manager informed of all facility environmental matters. It is KI's policy that all facilities meet or exceed all applicable environmental laws, regulations and permits governing the control, transportation, storage and disposal of regulated materials including air emissions, wastewater, solid waste, hazardous waste, and storm water.
- All KI employees are responsible for performing their individual duties in an environmentally responsible manner in accordance with the intent of KI's Environmental Quality Policy. Each employee is obligated to report known or suspected infractions of this policy to management representatives of the facility in question. In addition, KI encourages any employee to bring to the attention of the facility manager any question or concern he/she has about the Company's environmental practices or compliance with environmental laws.

Please find KI's "46 Environmental Program Overview and Certificates" for your review.

Spacesaver has made a comprehensive effort to incorporate sustainable practices and policies into our manufacturing responsibilities and practice the following goals:

- Incorporate the largest percentage of recycled content into our products so that they can be easily recycled, disassembled, and field repaired. Search for vendors and alternative materials that offer the largest recycled post-consumer and post-industrial content.
- Reduce the use of packaging materials by innovating the way our product is shipped by utilizing cube capacity loading to maximize trailer loading while eliminating banding, shrink wrapping, and card board sleeves. Our packaging uses 100% recyclable material and is created with the highest post-consumer content cardboard available through our suppliers.
- Conserve fuel and energy. Implementation of a new processes and equipment based on a detailed analysis of environmental, capital, and operating costs.

Please find Spacesaver's "46 Environmental Overview and documents (13)" for your review.

- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.

As an equal opportunity employer, KI implements fair labor and business practices across all levels of the organization. Promoting a balanced playing field in the marketplace, KI follows basic guidelines when selecting subcontractors. Ensuring fair procurement of products and services, KI participates in the development, preparation and execution of individual subcontracting plans and monitors performance relative to each plan. The company's support of minority and women-owned enterprises is demonstrated through outreach efforts, internal guidelines and processes, contractual language and incentive plans. Some of the specific ways KI can meet supplier diversity initiatives include:

Outreach efforts to obtain sources:

- Contracting minority and small business trade associations.
- Contracting business development organizations
- Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (Pro-Net) System.
- Attending small, minority and women-owned small business procurement conferences and trade fair.

Internal efforts to guide and encourage purchasing personnel:

- Presenting workshops, seminars and training programs
- Establishing, maintaining and using small, hubzone small, small disadvantaged and women-owned small business source lists, guides and other data for soliciting subcontracts.
- Monitoring activities to evaluate compliance with the subcontracting plan

KI also participates and cooperates in pertinent studies and/or surveys as well as periodic compliance reporting which show compliance with subcontracting plans.

Please find "KI's Minority Plan for 2015" attached for your review.

- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NIPA members?

Leasing

KI and NIPA's contract holder, National Cooperative Leasing, have teamed up to offer the KI Lease Advantage Program. The Lease Advantage program incorporates the pricing structure of NIPA along with an extremely creative long-term lease option financed through NCL. Because of KI's strong reputation for quality, reliability, and its industry leading 15-year warranty, NCL/KI have combined to offer the only 84-month long-term lease program within the furniture industry. This allows schools to reduce debt, reduce overall furniture expense, procure top quality product and do so in a fiducially responsible manner for all tax payers.

This program allows our customers to outfit an average sized classroom for as little as \$50 per month. Other Leasing Company's presentation and training exhibits have shown that public agencies could be paying as much as 150% interest on furniture procured by utilizing fixed rate bonds, as compared to the Lease Advantage program, which on average is under 25% total interest.

Please find the "48 NCL Brochure" for your review.

KI Ingrade Color Program

KI offers an infinite color program for the fabric and finish options. Fabrics selection offer:

- Abrasion resistance
- Flame resistance
- Colorfastness to light resisting fading
- Recycled polyesters, bamboo, and cottons for environmentally those that prefer environmentally preferred fabrics.

Services:

Spacesaver's distribution network further provides the following at a local level: professional business services, file moves, imaging, conversions, equipment reconfigurations, equipment moves, equipment analysis, space planning analysis, and pre-construction specifications.

- 49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?

Employee Owned:

KI is a 100% employee owned corporation unlike many of our competitors, most of which are publicly traded; a few whom are family owned. Everyone in the organization from the executive office to the production floor is a stakeholder in the company. With every product, product design, or service provided, there are over 3,000 partners that all have one interest – providing the highest quality products and your complete satisfaction in those products.

Market of One Process:

The Market of One process is one significant way in which KI differentiates itself in the marketplace. As a Market of One, customers have the ability to choose those services and only those services needed for their particular project's success. KI can tailor product and service solutions to meet customers' specific location, timeframe and budget requirements. This ability makes KI one of most adaptable and forward-looking furniture manufacturers in the industry. KI's unique service delivery process offers customers the luxury of putting together the ideal servicing package for their particular way of doing business. KI works directly with customers to analyze their service needs and develops a comprehensive service plan that provides dedicated support throughout every step in the process.

Tailored Solutions and Custom Options:

Currently an excess of 19.8% of all KI sales fall into the category of tailored product and custom options compared to the industry standard of about 1%. Additionally, none of these product solutions are proprietary so as we continue to roll these products out, we find other clients in similar markets have similar business needs and challenges which makes these products extremely viable for other companies as well.

Focus in Core Markets:

The Market of One process means that we treat each customer as a market of one, tailoring products and service solutions specific to their explicit needs whether it is in the College & University, K-12, State and Federal Government and their agencies, Healthcare and Healing, or Science & Technology markets. KI's focus is on very specific core markets. Unlike our competition who tries to be everything to everyone, we strategically target each core market, understand the needs and then differentiate the products and services tailored for them.

- 50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.

KI will offer its full product line to the NJPA Membership. KI has an extensive educational portfolio, along with a full line of systems products, files & storage, seating, tables, lounge seating, healthcare, casegoods, architectural walls, and auditorium applications.

KI also has factory trained technicians and installation partners throughout the US and Canada that can assist in fulfillment needs.

Spacesaver does not offer service or contract options outside of the current proposed information contained within this RFP. All services and products are outlined and are included in the proposed information.

Outside the scope of Spacesaver's proposal and resultant contract, service contracts for Spacesaver products are available and negotiated at the local level directly between the Member and Area Contractor / Distributor.

51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.

KI has a proven sales force and dealer fulfillment partners in place in all Provinces of Canada and is willing to service and support any customer at any location.

KI also has a sales force and dealer representatives in place internationally.

Please note that separate pricing is needed for Canada and internationally due to changes in currency and shipping needs.

Spacesaver is presently servicing NJPA Members in Canada. This geographical expansion has been very well received by both Spacesaver's Canadian Distributors and the NJPA Membership. As a result, Spacesaver is extending its proposal to NJPA's Canadian Membership and submitting a separate price list for Canada to accommodate the exchange rate and shipping needs.

52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

KI is able to service through three sectors; either direct or through a distribution channel, thereby giving the end-users the optimum selection.

Distribution/Transportation

- **KI Private Fleet**- KI has a Smart Way Certified Fleet and at the same time utilizes only Smart Way Certified Carriers and implementing an anti-idling policy. By doing this, KI is lowering maintenance costs and reducing the carbon footprint of the KI Fleet.
- **Maximization of Space Usage** - KI traffic schedulers and dock personnel work in cooperation with shipping companies to utilize the maximum amount of truck space available. Methods utilized may include consolidation, palletizing, shrink wrapping and blanket wrapping product—eliminating space-consuming packaging.
- **Direct Shipment**- Because the company's main method of shipping is direct to the customer, KI eliminates the middleman in the shipping of products to the destination.

Spacesaver's area contractors and Canadian distributors are the local liaison between Spacesaver and NJPA Members. Upon receipt of an order on the NJPA Member's behalf, Spacesaver manufactures and ships to our NJPA members. In turn, the Area Contractor / Canadian Distributor install the products and provide ongoing support to the Member.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____

Date: March 13, 2015

Form B



PROPOSER INFORMATION

Company Name: Krueger International, Inc.

Address: 1330 Bellevue Street

City/State/Zip: Green Bay, WI 54302

Phone: 920-468-8100 Fax: 920-468-0280

Toll Free Number: 800-454-9796 E-mail: mike.hogan@ki.com

Web site: www/ki.com

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NIPA 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

Authorized Signer for your organization*:

Name: Guy Patkze

Email: guy.patkze@ki.com Phone: 920-468-2541

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: Kelli Plamann Title: Contract Program Manager

Email: kelli.plamann@ki.com Phone: 920.468.2719

Your Primary Contact person regarding your proposal:

Name: Mark Waldecker Title: K-12 Dealer Devel Mgr/Corporate Accounts

Email: mark.waldecker@ki.com Phone: 920.468.3508

Other important contact information:

Name: Mike Hogan Title: Contract Sales Operations Manager

Email: mike.hogan@ki.com Phone: 920.468.2396

Name: Patty Koshak Title: Director of Contracts

Email: PKoshak@Spacesaver.com Phone: 920.563-0590

Form C

**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: Krueger International, Inc.

Note: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPT'S
		KI will not be taking any exceptions.	

Proposer's Signature: _____

Date: 3/13/2015



Contract Award
RFP #031715

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

FURNITURE WITH RELATED ACCESSORIES AND SERVICES

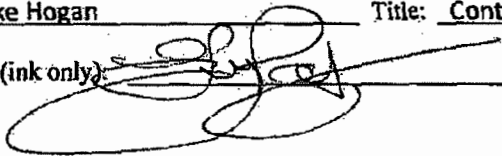
In compliance with the Request for Proposal (RFP) for FURNITURE WITH RELATED ACCESSORIES AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Krueger International, Inc. Date: March 10, 2015

Company Address: 1330 Bellevue Street

City: Green Bay State: WI Zip: 54302

Contact Person: Mike Hogan Title: Contract Sales Operations Manager/Quote Bid

Authorized Signature (ink only):  Guy Patzke
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #031715 FURNITURE WITH RELATED ACCESSORIES AND SERVICES

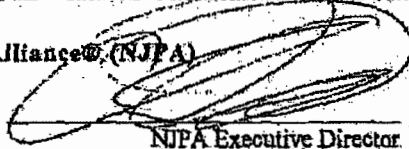
Krueger International, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be April 9th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:


NJPA Executive Director

Dr. Chad Courville
(Name printed or typed)

Awarded this 9th day of April, 20 15 NJPA Contract Number #031715-K11

NJPA Authorized signature:


NJPA Board Member

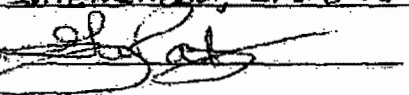
Scott Veronen
(Name printed or typed)

Executed this 9th day of April, 20 15 NJPA Contract Number #031715-K11

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Krueger International, Inc. d.b.a. KI

Vendor Authorized signature:



Guy Patzke
(Name printed or typed)

Title: Asst. Secretary

Executed this 14 day of April, 20 15 NJPA Contract Number #031715-K11

PROPOSER ASSURANCE OF COMPLIANCE



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 equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, 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 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 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/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 and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; 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. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" will not be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Krueger International, Inc.

Contact Person for Questions: Kelli Plamann


(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 1330 Bellevue Street

City/State/Zip: Green Bay, WI 54302

Telephone Number: 920.468.8100 Fax Number: 920.468.0280

E-mail Address: kelli.plamann@ki.com

Authorized Signature: 

Authorized Name (typed): Guy Patzke

Title: Assistant Secretary

Date: March 10, 2015

Notarized

Subscribed and sworn to before me this Tenth day of March, 2015

Notary Public in and for the County of Brown State of WI

My commission expires: _____

Signature: _____



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: Krueger International, Inc.

Questionnaire completed by: Kelli Plamann

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)

Net Thirty Days

Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice and without offset, back charges, retention, or withholding of any kind.

2) Identify any applicable leasing or other financing options as defined herein.

Tax Exempt Municipal Lease

KI will offer NJPA several leasing options offered through its finance partner, National Cooperative Leasing. Examples of such options include Tax Exempt Municipal Leases, Fair Market Value Leases, \$1 Buyout Leases, and customized programs as required by client. National Cooperative Leasing also offers government agencies purchasing on this contract a "Purchase Order Only" program. Under this program agencies merely issue a purchase order with leasing language (provided in attachment) included in the body of purchase order. No lease agreement is necessary. Leasing terms and conditions will be provided and reside in the contract between KI and NJPA.

Additionally, KI and National Cooperative Leasing will also offer member agencies the "FlexPlus" leasing plan. The FlexPlus plan offers agencies a Tax Exempt Municipal Lease plan along with a Furniture Refresh Window whereby agencies can upgrade their furniture and walk away from their existing lease during the refresh window period. This plan provides a low monthly or annual cost along with the flexibility to return old furniture for new furniture.

National Cooperative Leasing will offer NJPA member agencies interest rates tied to the existing Libor Rate (Rate Index). The maximum rate to be charged will be Libor plus 7 percent for public agencies who qualify for tax exempt municipal financing. This is a ceiling rate. Rates can and will be lower depending on size of transaction, term of transaction and risk associated with the transaction as determined by National Cooperative Leasing. Rates for nonprofit (501 C 3) corporations may have a higher "risk adjusted" rate as determined by National Cooperative Leasing.

- The index rate being adjusted is Libor.
- The "Purchase Option" offered will depend upon the program being offered. Fair Market Value leases will contain a purchase option equal to the fair market value of the equipment at the termination of the lease. Tax Exempt Municipal Leases, FlexPlus leases and \$1 buyout leases will have a purchase option of \$1 at the termination of the lease.
- The available terms offered will be from 12 months to 84 months.

Lease Servicing Center, Inc. dba National Cooperative Leasing is the leasing provider offered. National Cooperative Leasing, headquartered in Alexandria, Minnesota, is an existing provider of NJPA and has had a Professional Services Agreement with NJPA since 2001.

Lease Servicing Center, Inc. dba National Cooperative Leasing
220 22nd Ave East
Suite 106
Alexandria, MN 56308

There is no ownership, common ownership, or control between KI and National Cooperative Leasing.

Please find the "2 Tax exempt Lease Agreement" and the leasing "2 Equipment Schedule" for your review.

- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NIPA member's final Contract phase process).

Order Placement

KI offers clients several convenient methods for order placement. Through these processes, orders are carefully reviewed for accuracy and entered into manufacturing production schedules. From the time a purchase order is received to the time the product delivers to the destination site, KI carefully monitors order status to ensure timely and accurate receipt of product.

The process of ensuring timely project deliveries begins well before placing the order as KI project coordinators work with customers to prepare forecasts, generate budgets, develop specifications and create project timelines for furniture solutions. KI is ready to move upon receipt of the purchase order. Orders received via fax or mail is entered the same day.

KI receives the purchase order and verifies it through a five-step process:

- 1) The field project manager at KI checks colors, project size, quantities and shipping requirements. This information is coordinated with dedicated account or project managers at the factory level.
- 2) The KI account manager then verifies with manufacturing the promise ship dates which may be standard lead-times or a special request.
- 3) The order is passed on to order entry where the order is edited twice for accuracy as well as reviewed through report tracking after entry.
- 4) The open order is returned to the KI account manager who verifies the accuracy of the order with a third check. The order becomes live and shows up in the order system. Field account managers at KI then communicate PSD's (Promised Ship Dates) with customer and verify acceptance.
- 5) KI's Order Status Site allows customers to check status of all orders on-line with a secure password.

Order placement options: Fax purchase orders directly to the KI Order Entry department, standard mail services, E-mail order to designated account coordinator, Electronic Data Interchange (EDI), Procurement Card and Banking Credit/Purchasing Cards, Purchasing Internet Portals, Customer Extranet Sites

Expedition

KI customer service representatives have all the information necessary to track and give status on an order. KI receives electronic transmissions from freight carriers which allow customer service representatives to track shipments after they leave KI docks.

- a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

Under KI's NIPA agreements, any end user selecting to do business with KI through the KI/NIPA agreement can issue a purchase order directly to a dealer (dealer billing) or directly to KI (KI direct billing).

KI provides NIPA a list of authorized Dealer Representatives and Dealers that is updated on a minimum monthly basis.

This dedicated list, whom all have approved registration, allows KI to select the best servicing dealers while at the same time allowing KI to meet customer demand in the event they have a preferred dealer in mind.

Spacesaver products are sold through our distribution network ("Area Contractors / Canadian Distributors"). The distribution partner works directly with the NJPA Member to determine their needs, performs onsite measurements of the applicable space, generates drawings for approval by the Member, and generates a formal quote. The NJPA Member issues a PO directly to the distribution network partner who, in turn, places the order with Spacesaver.

A list of our current distribution partners is included in our proposal. Spacesaver will provide an update list directly to NJPA when any changes are made to the distribution network.

4) Do you accept the P-card procurement and payment process?

Yes, P-Cards are only accepted at time of order placement, order needs to be \$500 or less and be paid in full.

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

RIGHTS AND WARRANTIES

The following KI product warranty applies to products manufactured after May 31, 1997 and manufactured and/or distributed from a manufacturing site in North America (U.S., Canada, Mexico.) This warranty is given to the initial purchaser and is valid for as long as the initial purchaser owns the product. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product. The Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day unless otherwise noted. KI products are not intended or warranted for outdoor use unless specifically stated for outdoor use (e.g. site furnishings in miscellaneous).

This warranty does not apply to damage caused by carrier, alterations to product not expressly authorized by KI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products. It also does not apply to "Customer's Own Material" (i.e., material supplied by the Customer that is not a standard KI product offering) used in the manufacture of KI products. KI does not warranty the matching of color, grain or texture, except to within commercially acceptable standards. A product will not be considered defective, and KI will not be obligated to replace it, if the product is subject to any of KI's written planning, installation or user guides, and is not installed or used as recommended therein.

Modification to U.L. Listed products eliminates the listing.

EXCEPT AS STATED ABOVE, KI MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCT AND IN PARTICULAR MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR USE. AT KI'S OPTION, PRODUCT REPAIR, REPLACEMENT, OR REFUND OF PURCHASE PRICE IS THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL PRODUCT DEFECTS.

KI will not be liable for consequential, economic, or incidental damages arising from any product defect. International Warranties may differ.

Please find the attached "5 KI Warranty Document" for you review.

Spacesaver's warranty offers a lifetime limited warranty on all products to the original purchaser. The product will be free from defects in materials and workmanship for the lifetime of the structural components. In addition, Spacesaver offers a 10-year limited warranty on all motor components of its high-density mobile systems and a 5-year limited warranty on all equipment parts other than the structural frames and carriage drive motors. ActivRAC and refrigerated evidence locker warranty is 1-year. Installation and/or service performed by persons other than Spacesaver authorized distributor personnel will render the warranty null and void. To make a warranty claim, the purchaser should contact their local Spacesaver distributor for product examination and service. If the product is found defective, it will be replaced or repaired by the authorized Spacesaver dealer.

Please find the attached "5 Spacesaver Warranty Document" for you review.

- 6) Do all warranties cover all products/equipment parts and labor?

Yes, KI and Spacesaver will cover all material and labor costs based on the warranty language defects in material and craftsmanship as outlined within the warranty. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI as its option will either repair or replace the defective product with a comparable component or products, or provide a refund of the purchase price.

- 7) Do warranties impose usage limit restrictions?

The Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day unless otherwise noted.

Spacesaver warranties do not impose usage limit restrictions, but the warranties on certain features are limited to a ten-year and five-year ownership/usage periods.

- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Yes, KI will cover the technicians travel time needed to perform warranty repairs. In most cases, the technician will be contracted or an employee of KI.

If a warranty request was caused by factory defective materials or workmanship, the entire warranty repair, including travel, would be at no cost to the Member. The cost of travel time to a member installation for warranty service is covered for the first year after the date of purchase by the local Spacesaver distributor.

- 9) Please list any other limitations or circumstances that would not be covered under your warranty.

KI's warranty does not apply to damage caused by carrier, alterations to product not expressly authorized by KI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products. It also does not apply to "Customer's Own Material" (i.e., material supplied by the Customer that is not a standard KI product offering) used in the manufacture of KI products. KI does not warranty the matching of color, grain or texture, except to within commercially acceptable standards. A product will not be considered defective, and KI will not be obligated to replace it, if the product is subject to any of KI's written planning, installation or user guides, and is not installed or used as recommended therein.

Spacesaver products suffering equipment damages by exposure to corrosive or abrasive substances, misuse, neglect, alterations, accident, abuse, damage by fire, flood or similar causality are excluded. Alterations to the product not expressly authorized by Spacesaver also render the warranty provisions inapplicable.

- 10) 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 repair?

KI has the ability to provide a certified technician to perform warranty work in any geographical location. Each NJPA Member will be provided detailed information as to how to contract KI or KI's representative for warranty work.

Spacesaver's certified technicians are available throughout the United States, Canada, and internationally to provide warranty repair.

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

KI will offer its full product line to the NJPA Membership. KI has an extensive educational portfolio, along with a full line of systems products, files & storage, seating, tables, lounge seating, healthcare, casegoods, architectural walls and auditorium applications. View at www.ki.com.

KI's full selection of furniture for education and learning environments, including: classroom desks, teacher desks, desk systems, classroom tables, conference tables, cafeteria tables, training tables, task chairs, stack chairs, nesting chairs, stools, classroom chairs, tablet arm chairs, lounge seating, school library furniture, library circulation desks, library shelving, study carrels, study tables, study chairs, auditorium seating, fixed seating, lecture hall seating, seminar tables, lecterns, dormitory furniture, panel systems and movable walls.

KI also has factory trained technicians and installation partners throughout the US and Canada that can assist in fulfillment needs.

For over 40 years Spacesaver has helped the world's leading organizations create innovative solutions that make space matter. Sometimes it's what's being stored that is important. Other times, it is what happens elsewhere by storing your items differently that makes the difference. Whatever the situation, Spacesaver meets these challenges with a solution; it might be a product, a strategy or a combination of both. Organization. Increased storage capacity without increasing the footprint. Safety. Security. LEED certification.

We are offering the NJPA Membership the full breadth of Spacesaver products:

- From high-density mobile shelving
- to static shelving for libraries seeking that solution
- to evidence lockers and personal duty lockers for law enforcement Members
- to our Wheelhouse product for athletic departments to store equipment.

But the applications don't stop there – in Canada, our healthcare products will be acquired under our NJPA contract, for example. If an NJPA Member has a storage need - with or without space limitations - due to our customized, engineered-to-order products Spacesaver is able to provide a solution!

Spacesaver's distribution network provides the local expertise from introduction to meeting all ongoing needs of the customer.

- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Catalogs provided show "list pricing". KI will be providing a percentage discount off list pricing.

Discounts will vary depending on product and geographic area. KI has established 4 "zones" that will cover our 48 contiguous states. Those 4 zones offer both a "dock" delivery option and an "installed" option for NJPA customers. Zone 5 has been established for Alaska and Hawaii. Zone 5 offers a "dock" delivery option only for port of exit. Delivery from continental US to HI or AK may have an additional charge. Installation, if requested, will be negotiated between the customer and the installer on a case by case basis. Please see the product discount spreadsheet.

Spacesaver catalogs provided show "list pricing". Spacesaver is providing a percentage discount off list pricing.

Spacesaver's products are engineered-to-order based on the specific needs of the Member this includes their storage requirements, space availability & limitations, etc. As a result, a Spacesaver "product" is comprised of a multitude of line items. The line items are combined to develop the "product" and, in turn, the contract discount is applied. Within each product category a list price volume tier structure discount is applied to the commercial price list in effect at that time. Spacesaver's proposed discount includes dock / tailgate delivery to the NJPA Member.

- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

Please find the KI "13 Zone Discount Table" attached for your review.

Spacesaver percentage discount from MSRP / published list varies by product category/family and is included at the end of this section.

Please find the Spacesaver "13 Discount Table" attached for your review.

- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

KI will be providing a percentage discount off KI's published product price lists.

As a manufacturer of commercial educational/office furniture, KI offers numerous options in colors, fabrics, laminates, styles, paint finish for every product we sell. Providing sku # for every option would entail literally millions of sku numbers. KI's price catalogs have been provided and assistance in product selections can be provided by KI Reps and through our extensive dealer network.

Please refer to the electronic version of Spacesaver's 2015 Commercial Price List included on the CD submitted with the hard copy proposal. Spacesaver manufactures on a customized, made-to-order basis depending on the specific storage needs and space requirements of the NJPA Member. As a result, our Commercial Price List includes over 7,000 individual parts / line items / SKU numbers. Based on the Member's needs, parts / line items / SKU numbers are combined to develop the product to be manufactured.

- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

Custom Options is KI's internal group, which takes product solutions and makes minor modifications to them, again to meet a specific client needs, application, or sustainability requirement. Custom Options allows KI the ability to create greater variety in products at desirable prices. What the industry knows more as specials, we refer to as Custom Options.

KI will assist in the procurement of "Sourced Goods" (non-KI product) provided that the majority of the order is made up of KI Products.

Spacesaver would like to access other product or service solutions not under current NJPA contracts. Again, we would only offer these solutions when driven by the members needs and representing the most cost effective and efficient solutions. In those situations, we would first attempt to ensure that pricing is consistent with our current discounting structure. In the event that we would be unable to attain pricing within the current discounting structure, and only then, we would offer these solutions on a "cost plus" basis that would be consistent with Spacesaver average margins.

16) Describe your NJPA customer volume rebate programs, as applicable.

KI will continue to offer NJPA a 1% rebate. This 1% is equal to or greater to the rebates that KI submits to other states where we hold contracts that require a rebate.

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 charges are payable to and their relationship to Proposer.

Accessorial Fees: Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:

- A need for special delivery equipment, including lift gates
- The absence of a loading dock
- Re-direction or re-consignment of product
- Detention charges
- Street unloads
- Improper refusal of product
- After hours/weekend installation
- Union labor rates if required

Spacesaver's proposed discount from the commercial list price includes dock delivery to the NJPA Members. This proposal does not include movement of materials from the dock to the installation point, set-up and/or installation charges. Total Cost of Acquisition is defined in the RFP's Section 5.24.

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Tailgate / dock delivery is included in the discount of Spacesaver products that are offered to NJPA Members for locations within the continental United States and Canada (via a separate Canadian Price List). Inside delivery, including installation is negotiated on a job-by-job basis because of the custom nature of the equipment. Freight costs to Alaska, Hawaii, or any area outside of the continental US or Canada is also negotiated on a job-by-job basis.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other, please describe.

20) Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

Please see KI/Spacesaver's Discount Structure attached for volume discounts.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

Returns

Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.

Changes or Cancellations of Orders

Purchase orders acknowledged by KI cannot be changed or cancelled without KI's consent, which consent may be conditioned upon Customer's agreement to pay increased or additional expenses resulting from the requested change or cancellation, including but not limited to a twenty-five percent (25%) cancellation charge if order is cancelled or changed within a minimum of twenty (20) days prior to expected delivery date as acknowledged.

Products with custom options or veneer tops cannot be cancelled or returned.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

The Return/Change or Cancellation of orders follows the same requirements as the 48 U.S. contiguous states. Upon customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipments.

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Salesforce.com is communication tool used between the field sales organization and customer support at the corporate office. It gives real-time updates and instructions where needed and helps in product management, reporting, and contract management.

Salesforce allows the company to provide one view of the customer to its internal employees and Sales Associates. All KI sales and support roles have visibility to the accounts, contract pricing, and contacts that interact with KI personnel in the order-to-cash cycle. They also have collaborative technology to share information on opportunities and cases.

NJPA members that have a direct account, the KI contract number is listed on the account. This contract number will automatically appear on their orders when they are entered. If the NJPA contract number is noted on the order or on the quote from the sales rep, then that contract number is entered on the order.

KI's Process for tracking sales from distributors and/or dealers

- On a weekly basis, reports of orders that are entered during the previous week are printed.
- The end-user is determined on each order by checking the order notes, ship to address, purchase order or by e-mailing the sales rep/dealer for clarification.
- The end-user of each order is then checked against the NJPA member list. If the end-user is listed on the membership lists, the contract number is added to the order.
- At the end of the quarter, the EDI report is run, which captures all orders during that quarter with the NJPA contract number listed on it.
- When a dealer would have purchased for a member, the contract number is listed in the notes and all of the member information is then listed on the report.
- Showcase query is then used to put the EDI information into the Excel document.
- The report is then again checked one last time to make sure end-users are still an existing member of NJPA. At this time the member's name, address and member numbers are also check for accuracy.
- When all final checks are completed, the report is sent via email to NJPA.
- The admin fee and letter is then to NJPA.

Spacesaver is in the process of implementing contract price lists within its configuration & quoting software. This price list will be available to our distribution network for generating NJPA Member quotes with contract discounting and products. From the price list locale, a link will be available for the Area Contractor to review the NJPA Contract Brief containing specifics regarding relevant terms & conditions (for example, that the end customer is not charged for freight, an administration fee of 1% is applicable to the sale, etc.).

In addition, NJPA Member shipments are tracked monthly and the 1% administration fee is accrued. At that time, the Contract Administrator will review orders included on the shipment list and verifies that they are a current NJPA Member via Vendor Access at NJPA Coop.org.

Industry Specific Items

n/a

Signature: _____

Date: **March 13, 2015**

www.njpacoop.org



200 17th Street NE
P.O. Box 219
Staples, MN 55479

Pricing, financials and marketing material were submitted with the response and is available upon request. Due to the difficulty in emailing such a large file they were not included.

As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for data which is nonpublic, is available for review through a formal request process including a written request.



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

FURNITURE WITH RELATED ACCESSORIES AND SERVICES

RFP Opening

MARCH 18, 2015

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #031715

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031715 FURNITURE WITH RELATED ACCESSORIES AND SERVICES. Details of this RFP are available beginning JANUARY 15, 2015. Details may be obtained by letter of request to Jonathan Yahn, 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 MARCH 17, 2015 at 4:30 p.m. Central Time at the above address and opened MARCH 18, 2015 at 8:00 a.m. Central Time.

RFP Timeline

JANUARY 15, 2015

Publication of RFP in the print and online version of the *Minneapolis Star Tribune*, in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:

<http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

FEBRUARY 25, 2015

10:00 a.m. Central Time

Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).

MARCH 10, 2015

Deadline for RFP questions.

MARCH 17, 2015

4:30 p.m. Central Time

Deadline for Submission of Proposals. Late responses will be returned unopened.

MARCH 18, 2015

8:00 a.m. Central Time

Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

"Contract" as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

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

C. 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 nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is 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. 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.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

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

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP's scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor's NJPA contract.

I. TIME

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

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 4) in the hard copy print and online editions of the USA Today; and 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 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.

3.2 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 www.njpacoop.org.

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

3.3.1 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.

3.4 NJPA currently serves over 50,000 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

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. 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..." 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/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 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:

3.6.1 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 to 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 equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 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.

3.7 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.

3.8 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 an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. 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

3.10. National contract awarded by the NJPA Board of Directors: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 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.

3.14 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 authorized 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.

3.15 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.

E. SCOPE OF THIS RFP

3.16 Scope: The scope 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 and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FURNITURE WITH RELATED ACCESSORIES AND SERVICES.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

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

3.17.1.1 Products and services relating to office, workplace, school, and storage.

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

3.17.2.1 N/A

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/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.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 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.

3.19 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. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 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.

3.21 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 equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 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 products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

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

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

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers 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 equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

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

3.24.1.1 **Equipment/Products Only Solution:** Equipment/Products 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 equipment/products being proposed.

3.24.1.2 **Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, 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

3.24.1.3 **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 Members' needs.

3.24.1.4 **Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 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.

3.25 **Geographic Area to be Proposed:** This RFP invites proposals to provide FURNITURE WITH RELATED ACCESSORIES 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 and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 **Contract Term:** At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, 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. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 **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.

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

3.29 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.

3.30 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

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FURNITURE WITH RELATED ACCESSORIES AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, 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.

3.31.1 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 related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

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

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

3.34 Delivered and operational: Products/equipment 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.

3.35 Warranty: The Proposer 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.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; 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 products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific 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 within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment 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 Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 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 and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 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.

4.4 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.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

4.6 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.

E. PROPOSAL FORMAT

4.7 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.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 **Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 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.

4.11 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.

4.12 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.

4.12.1 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.

4.13 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.

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

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

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

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

4.16 Submit all questions about this RFP, in writing, referencing FURNITURE WITH RELATED ACCESSORIES AND SERVICES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. 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; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 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.

4.18 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.

4.19 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.

4.20 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 Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except 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.

4.21 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.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. 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.

4.23 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. 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.

4.24 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 FURNITURE WITH RELATED ACCESSORIES AND SERVICES and advances to provide equipment/products/services or 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/services and training. Value added could include areas of equipment, 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.

4.25 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 process to purchase equipment/products and related 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 and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related 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.

4.27 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.

4.28 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. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled FURNITURE WITH RELATED ACCESSORIES AND SERVICES will be received by Jonathan Yahn, Contracts and Compliance Manager, 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. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** 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

Jonathan Yahn 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 FURNITURE WITH RELATED ACCESSORIES AND SERVICES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5 PRICING

5.1 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.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. 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 or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 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.

5.4 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 such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related 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/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

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

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able 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/equipment and related services.

5.9 All products/equipment and related 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.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published-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

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

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

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

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

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related 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.

E. CEILING PRICE

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

5.19 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.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment 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.

5.21 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.

5.22 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.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract 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 product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

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

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment" 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

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 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." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This

requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

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

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request price changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

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

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to 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.

5.38 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.

5.39 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.

5.40 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.

5.41 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. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

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

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity (\$1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes 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 the Vendor. When ordering, 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.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. 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. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 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.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of 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.

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

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/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 non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment 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.

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. 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. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

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

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5** an electronic copy (CD or flash drive) of the entire response; and
- 6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1** Company Information & Financial Strength
- 6.8.2** Industry Requirements & Marketplace Success
- 6.8.3** Ability to Sell & Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value Added Attributes
- 6.8.7** Payment Terms & Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing & Delivery
- 6.8.11** Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 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/products and/or related services.

6.11 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.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related 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.

6.14 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.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 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 related services may be selected by the NJPA 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.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or 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 a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence \$1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. 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. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 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:

6.29.1 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

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

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

J. VALUE ADDED

6.31 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.

6.32 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.

6.33 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 FURNITURE WITH RELATED ACCESSORIES 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.

6.34 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 process to purchase product/equipment and related 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 and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related 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.

6.36 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.

6.37 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.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 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.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related 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 product/equipment and related 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.

7.2 Governing Law. Purchase Orders 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 party 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.

7.3 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 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, intent or currently established terms and conditions contain in this RFP document.

7.4 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 as a part or within the scope of the awarded Contract.

7.5 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 product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. 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

7.6 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 with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related 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 provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. 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 under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served 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.

7.10 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. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the 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

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and 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.

G. OUT OF STOCK NOTIFICATION

7.12 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

7.13 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. Some examples of material breach include, but are not limited to:

- 7.13.1** The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- 7.13.2** The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- 7.13.3** NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;
- 7.13.4** The Vendor fails to observe any of the material terms and conditions of the Contract;
- 7.13.5** 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.
- 7.13.6** The Vendor fails to report quarterly sales;
- 7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- 7.13.8** In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 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. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 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.

7.16 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. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA 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.

7.18 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.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 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,

7.19.2 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.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 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.

B. APPLICABLE LAW

8.2 **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 product/equipment and services procured there from.

8.3 **NJPA Compliance with Minnesota Procurement Law:** NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 **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 NJPA contracts resulting from this solicitation.

8.5 **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 unless otherwise agreed to.

8.5.1 **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.

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

8.7 **Other 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.

8.8 **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.

8.9 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.

8.10 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 hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 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 change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 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.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 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.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

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

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 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.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. 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) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency 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.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 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 an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 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.

9

FORMS

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

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. 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. *Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.*

Company Information & Financial Strength

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the FURNITURE WITH RELATED ACCESSORIES AND SERVICES industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related 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/equipment and related services 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/equipment and related services proposed.
 - c) Are these individuals your employees, or the employees of a third party?
 - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining 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 as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements & Marketplace Success

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.
- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.

- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

- 19) Please describe your company 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?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?
_____ Yes _____ No
- a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

- 36) Describe your level of experience with national, state and local cooperative contracts.
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify any GSA Contracts held or utilized by the Proposer.
- 39) What is the annual combined dollar sales volume for each of these contracts?

- 40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits 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.
- 41) How would you leverage an NJPA awarded contract in your sales process?
- 42) Identify a proposed administrative fee payable to NJPA for facilitation; management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

- 43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
- 44) Is this training standard as a part of a purchase or optional?
- 45) Describe current technological advances your proposed equipment/products and related services offer.
- 46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

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

Authorized Signer for your organization*:

Name: _____

Email: _____ Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP #031715

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

FURNITURE WITH RELATED ACCESSORIES AND SERVICES

In compliance with the Request for Proposal (RFP) for FURNITURE WITH RELATED ACCESSORIES 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 propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal 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)

NJPA #031715 _____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number #031715

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ NJPA Contract Number #031715

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number #031715

PROPOSER ASSURANCE OF COMPLIANCE



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 equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, 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 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 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/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 and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; 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. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" will not be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

(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 _____ day of _____, 20 _____

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

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject **FURNITURE WITH RELATED ACCESSORIES AND SERVICES**

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____

_____ Its _____



PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

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).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) 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 repair?

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Describe your NJPA customer 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 charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other; please describe.

20) Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry Specific Items

n/a

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST



Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

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." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED
VENDOR NAME:

NJPA
CONTRACT
NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding Equipment/ Products /Services
- Deleting/Discontinuing Equipment/Products/Services
- Price Increase
- Price Decrease



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.



Appendix A

NJPA 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, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

August Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

30th

day of

August

20 16

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

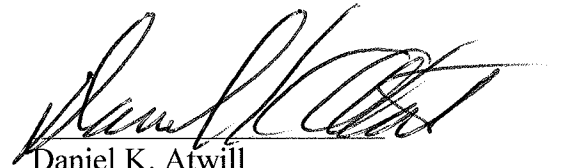
Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and William L. Womack, DO, FACEP for Medical Director services.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Medical Director Professional Services Agreement.

Done this 30th day of August, 2016.

ATTEST:

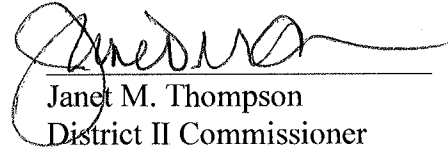
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**Boone County Joint Communications
Medical Director Professional Services Agreement**

THIS AGREEMENT, dated the 30th day of August, 2016, is made by and between **William L. Womack, DO, FACEP**, referred to in this Agreement as "Medical Director," and **Boone County, Missouri**, through the Boone County Commission, referred to in this Agreement as "County".

IN CONSIDERATION OF each party's performance of the obligations set forth in this Agreement, the parties agree to the following:

1. **Background of Agreement** – This Agreement is made in view of the following:
 - 1.1 Boone County, Missouri is obligated pursuant to RSMo §190.134 to appoint a Medical Director for Boone County Joint Communications (BCJC) as BCJC functions as a "dispatch agency" which provides pre-arrival medical instructions, and is further required to have that Medical Director perform the services set out in 19 CSR 30-40.303(4), as amended.
 - 1.2 In order to ensure both Medical Director and County have a mutual understanding of the nature and scope of medical services and the terms and conditions of services and payment for services, the parties are entering into this Agreement.
2. **Medical Director Services** – The Medical Director agrees to provide the following professional services to the County:
 - 2.1 **Services contemplated in State Regulation** – The Medical Director agrees to provide those professional services contemplated in 19 CSR 30-40.303(4), as amended. Those services shall consist of annual updates to policy, review of "911" calls as requested by County, and consulting services on a regular basis. Currently, those services contemplated in the Rule are as follows:
 - 2.1.1 The medical director, in cooperation with the dispatch agency administrator, shall develop, implement and annually review the following:
 - 2.1.1.1 Medical pre-arrival instruction protocols; and
 - 2.1.1.2 Standards related to the administration of those protocols.
 - 2.1.2 The medical director, in cooperation with the dispatch agency administrator, shall ensure that all dispatch personnel giving medical pre-arrival instructions meet the education and skill competencies required for their patient care environment. The medical director shall have the authority to require additional education and training for any personnel who fail to meet this requirement and limit the activities related to giving medical pre-arrival instructions of personnel who deviate from established standards.

- 2.1.3 The medical director, in cooperation with the dispatch agency administrator, shall develop, implement and annually review the following:
 - 2.1.3.1 Prolonged ambulance or emergency medical response agency dispatch times;
 - 2.1.3.2 Compliance with medical pre-arrival instruction protocols (or sample thereof); and
 - 2.1.3.3 Any other activities that the administrator or medical director deem necessary.

2.2 **Licensing, Certifications, and Insurance** – Medical Director agrees to maintain his medical licensing in good standing at all times during this Agreement and any extensions thereof. Medical Director also agrees to maintain certain special training, including course completion or certification in Advanced Cardiac Life Support (ACLS), or an equivalent education in cardiac care, current within the past five (5) years, as well as board certification or board qualification in Emergency Medicine. Medical Director further agrees to provide the County with documentation of his good-standing with his licensing authority in Missouri as well as documentation of his current ACLS certification (or equivalent education in cardiac care) and board certification or board qualification in Emergency Medicine.

3. **County Obligations** – In exchange for Medical Director’s performance of services as specified above, the County agrees to the following:

3.1 **Compensation** – The County agrees to pay the Medical Director for services under this Agreement at a rate of \$3,600.00 per year. Said amount shall be payable within 30 days of execution of this agreement by all parties for the initial contract year, and thereafter shall be payable on or before August 30 of each renewal year.

3.2 **Insurance** – The County will provide Medical Director liability coverage of the type afforded its appointed officials through an appropriate liability policy. Such coverage is provided through Missouri Public Entity Risk Management Fund (MOPERM) at the time of execution of this contract. County shall provide insurance coverage to Medical Director as is afforded by County’s policy with MOPERM with respect to services performed by Medical Director on behalf of County.

4. **Duration and Termination of Agreement** – This Agreement shall be effective beginning August 1, 2016 through July 31, 2017. This Agreement shall thereafter automatically renew for one year periods subject to annual appropriations being made available to fund this Agreement by the County unless either party to this Agreement elects to terminate this Agreement for convenience after the initial 2016-2017 term; in such case the terminating party shall give the non-terminating party at least 90 days advance written notice of termination. Provided, however, this Agreement may be terminated for a cause including but not limited to, material breach of any term or condition of this

Agreement, Medical Director loss of licensure, Medical Director inability to provide medical services in a competent professional manner, Medical Director commission of a felony or a crime moral turpitude, or such other causes warranting termination. Notice of termination for cause shall be given as promptly as reasonable practicable under the circumstances and in case of termination of Medical Director, notice of termination for cause shall be given 30 days in advance of the date of termination unless circumstances in County's reasonable judgment warrant shorter notice of termination, but Medical Director shall be compensated for at least 30 days of services regardless of whether such services are performed if termination occurs upon less than 30 days notice. In the event of termination for any reason, the parties shall ensure that Medical Director is compensated at the rate of \$200/hour, for up to a maximum of 18 hours per year for services rendered during that contract year, through the date of termination, with any excess payment made by County to Medical Director to be refunded by Medical Director to County within 30 days of termination of this Agreement.

5. **Funding** – The County agrees to use all reasonable efforts to fund all of its obligations under this Agreement for the contract period and any renewals thereof. However, both parties understand and agree that the County is legally prohibited from financially obligating itself beyond its current fiscal year and then only to the extent appropriations are available for that purpose. Accordingly, the parties mutually understand that this Agreement shall automatically terminate if appropriations are not made available to fund the obligations under this Agreement beyond the current fiscal year.
6. **Confidentiality** – In connection with the provision of services contemplated herein, it may be necessary for County to provide Medical Director with certain information that County considers proprietary or confidential or which is confidential under applicable law. With respect to information provided by the County to Medical Director under this agreement, Medical Director agrees to hold such information in confidence and protect as director would his own confidential information that he does not wish to disclose.
7. **No Subcontractors** – As the judgment, skill, and reputation of the Medical Director are material to the County in the appointment of its Medical Director for these purposes, the parties agree that Medical Director shall perform the services contemplated herein personally and shall not subcontract any of these professional services to be performed by others.
8. **Binding Effect** – This Agreement shall be binding upon and exist for the benefit of the parties hereto as long as this Agreement and any extension thereof remain in effect.
9. **No Third Party Beneficiaries** – This Agreement is intended to and shall be construed exclusively for the benefit of the parties to this Agreement and is not intended to be for the benefit of any persons or entities who are not a party to this Agreement.

10. **Entire Agreement** – This Agreement constitutes the entire Agreement between the parties and supercedes any prior negotiations, written or verbal, and may only be amended by a signed writing executed with the same formality of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date indicated below:

Medical Director

William L. Womack, Jr
William L. Womack, DO, FACEP

DATED: 8/12/16

Boone County, Missouri

By: Boone County Commission

Dan Atwill
Dan Atwill, Presiding Commissioner

DATED: 8-30-16

ATTEST:

Wendy S. Noren
Wendy S. Noren, Boone County Clerk

Approved as to legal form:

CJ Dykhouse
CJ Dykhouse, County Counselor

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) incurred by this contract for the fiscal year during which it is written.

Gene Pitchford by HA
Signature

8-18-16
Date

2701-71101
Appropriation Account(s)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

30th

day of

August

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the additional cost of \$2,730.76 in excess of the \$75,000 contract amount for the period of August 1, 2015 through July 31, 2016 as stipulated in the original contract approved in Commission Order 402-2014. Additional costs are to cover time and expenses billed by Dave Dunford, Radio Consultant.

Done this 30th day of August, 2016.

ATTEST:

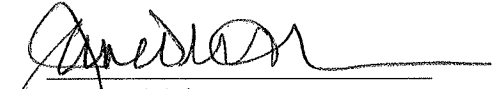
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



17 N. 7th Street, Suite A
Columbia, MO 65201

Phone (573) 886-7202
Fax (573) 875-1072

MEMORANDUM

TO: **Boone County Commission**

FROM: **Chad Martin, Director**

DATE: **August 22, 2016**

A handwritten signature in black ink, appearing to read "Chad Martin", is written over the date field.

RE: **Radio Consulting Services -- approval to exceed contract amount for renewal period August 1 2015 through July 31 2016**

Due to the many projects pertaining to ECC, the need for radio consulting services has extended beyond the range of the contract.

Commission is asked to approve additional cost of \$2,730.76 in excess of the \$75,000 contract amount for the period of August 1, 2015 through July 31, 2016, to cover time and expenses billed by Dave Dunford, Radio Consultant.

PO No. 2016000095

BID: 66/2010

DATE: 3/24/2016

PAGE 01 OF 01

ENCUMBRANCE - PURCHASE ORDER

BOONE COUNTY, MISSOURI

GOVERNMENT CENTER

801 E WALNUT

COLUMBIA MO 65201

VENDOR NUMBER: DUNFORD, DAVID

15023 8895 CEDAR CREEK ROAD
DESOTO, KS 66018

SHIP TO: JOINT COMMUNICATION OPERATIONS
2701 DIRECTOR, BOONE COUNTY JOINT COMM
609 E WALNUT
COLUMBIA, MO 65201-7732

SPECIAL INSTRUCTIONS:

BILL TO: JOINT COMMUNICATION OPERATIONS
2701 DIRECTOR, BOONE COUNTY JOINT COMM
609 E WALNUT
COLUMBIA, MO 65201-7732

<u>QTY</u>	<u>DESCRIPTION</u>	<u>LOT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	RADIO CONSULTING SERVICES		53,783.6900	
	01/01-07/31/16			53,783.69
	2701 JOINT COMMUNICATION OPERATIONS			
	71101 PROFESSIONAL SERVICES			
			<u>TOTAL AMOUNT:</u>	53,783.69

** PAYMENT AUTHORIZED BY : * See Attached * **

** DEPARTMENT COPY - ATTACH INVOICE(S) AND RETURN TO AUDITOR'S OFFICE FOR PAYMENT **
AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY INSTITUTION

8895 Cedar Creek Road
DeSoto, KS 66018

August 6, 2016

Mr. Joe Piper
Deputy Director
Public Safety Joint Communications
17 N. 7th St., Suite A.
Columbia, MO 65201

Mr. Piper:

Please consider this letter as an invoice for work performed on behalf of the Columbia/Boone County Joint Communications Center related to the radio system improvement project. Work is included on this invoice for the one-month time period from July 1, 2016 through July 31, 2016.

I've continued to include the work breakdown as well as a detail for the additional items including travel time, reimbursement for lodging, and lodging receipts.

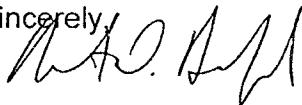
Summary:

General onsite meetings and technical work, 81.0 hours	\$ 4,860.00
Travel time allowance for four round trips	525.00
Note: Billing only for first half of trip spanning 7-31/8-1	
Lodging Reimbursement, actual expenses, 11 nights	<u>618.53</u>
Total	\$ 6,003.53

If this information is correct and the explanation and supporting documentation is adequate, would you please direct a check to my attention at the address above? Of course if you have any questions about any of the work or any of the charges, please let me know.

Thank you, again, for the continuing opportunity to be of service!

Sincerely,



David O. Dunford
DD:bh

David O. Dunford
Supporting Work Summary
July, 2016

Date	Description	Onsite Hours	Offsite Hours	BHS Hours	JCT Hours
7/5/2016	Tue, Work at JCC on doc prep, parts orders, Locution quote.	3.0			
7/6/2016	Wed, Mtg w/ CFD and City Staff re: LED/lamp interference. Tech Ops mtg, C/W/W Locution.	7.0			
7/7/2016	Thur, Work at JCC on paperwork.	4.0			
7-10-16 through 7-15-16	Travel to Avtec for training school	0.0			
7/17/2016	Sun, Work at BCFD checkin materials, work at JCC	2.0			
7/18/2016	Mon, prep docs for Avtec site visit and mtg. W/W staff and Avtec re: new console system. W/W JL and T-1 test set on troubles w/ DEM/ASH receivers. Found channel bank trouble at DEM. Work at RED to check xmit operation. F/U/W city staff re: RIS.	9.5			
7/19/2016	Tue, second day Avtec mtg. Get parts ordered for RNN TV, W/W JL at ECC to pull jet lines. M/W Bill McIntosh and Scott Richardson at MUPD re: 800 equipment. Work at CEN, CNT, ZIN, STE. Work at JCC on paperwork.	10.0			
7/20/2016	Wed, P/U Matls at JCC, take to BCFD. C/W on plans and install details for ECC.	6.5			
7/21/2016	Thur, F/U on RIS plans, ALIVE and RFI antennas.	4.0			
7/24/2016	Sun, work at JCC on paperwork at check in parts in generator room.	1.0			
7/25/2016	Mon, P/U matls at BCFD, work at JCC on paperwork. M/W staff, Wayne and Erik re: 609. W/W RS and JL at ECC to pull 2x feedline pipes. Work at JCC on receive site generator tap box specs.	7.0			
7/26/2016	Tue, W/W DLH on matls order, F/U/W Locution, W/W RS and JL at ECC to pull 4x feedline pipes.	9.0			
7/27/2016	Wed, P/U Matls in generator room and BCFD. M/W Tim Bach and Mike Bauer re: LED interference. W/W RS and JL at ECC. M/W Erik, Doug, and Joe G at ECC. Down to MUPD for mtg PM.	8.5			
7/28/2016	Thur, W/W JL and RS at ECC on rack placement and installation. Down to ASH re: DEM outage.	5.5			
7/31/2016	Sun, Work at BCFD. Prep paperwork for Westell class. C/W on ECC room details.	4.0			
		81.0	0.0		



DAYS INN COLUMBIA

900 I-70 DRIVE SW
COLUMBIA, MO 65203 US
Phone: 573-442-1191
Fax: 573-449-2633
Email: daysinn41810@gmail.com
Printed: 7/7/2016 7:04:46 AM

Folio (Detailed)

Name:	DUNFORD, DAVID	Confirmation Number:	85325724
Address:	88895 CEADER CREEK RD DE SOTO, KS 66018 US	Account Number:	897-380654
Room:	106	Room Type:	NK1, 1 KING BED/NON-
Rate Plan:	RACK	Daily Rate:	\$49.99 + \$6.24 Tax
Arrival:	7/5/2016 (Tue)	Departure:	7/7/2016 (Thu)
		Nights:	2
		Guests:	1/0
		GTD:	VI - VISA
		WyndhamRewards #:	151492185D
			XXXX XXXX XXXX 6861

Room Rate:

7/5/2016 (Tue) - 7/6/2016 (Wed) \$49.99 + \$6.24 Tax per night.

Date	Code	Description	Amount	Balance
7/5/2016	VI	VISA (6861)	(\$112.46)	(\$112.46)
7/5/2016	RM	ROOM CHARGE	\$49.99	(\$62.47)
7/5/2016	TAX1	CITY ROOM TAX	\$2.00	(\$60.47)
7/5/2016	TAX2	STATE TAX	\$4.24	(\$56.23)
7/6/2016	RM	ROOM CHARGE	\$49.99	(\$6.24)
7/6/2016	TAX1	CITY ROOM TAX	\$2.00	(\$4.24)
7/6/2016	TAX2	STATE TAX	\$4.24	\$0.00

Summary

Room	Tax	F&B	Other	CC	Cash	DB
\$99.98	\$12.48	\$0.00	\$0.00	(\$112.46)	\$0.00	\$0.00

Wyndham Rewards members earn valuable points on qualifying stays at nearly 7,000 hotels around the world. Points can be redeemed for free nights, gift cards, merchandise and more. If you're not already a member, join at the front desk, visit us at www.wyndhamrewards.com or call 1-866-WYN-RWDS.

Guest Signature: _____

2

(1) Regardless of charge instructions, the undersigned acknowledges the above as personal indebtedness. (2) This property is privately owned and management reserves the right to refuse services to any one, and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind. "We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt Out/ Privacy, Wyndham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."



DAYS INN COLUMBIA

900 I-70 DRIVE SW
 COLUMBIA, MO 65203 US
 Phone: 573-442-1191
 Fax: 573-449-2633
 Email: daysinn41810@gmail.com
 Printed: 7/21/2016 8:45:05 AM

Folio (Detailed)

Name:	DUNFORD, DAVID	Confirmation Number:	91749402
Address:	8895 CEDAR CREEK RD DE SOTO, KS 66018-9155 US	Account Number:	159-092572
		WyndhamRewards #:	151492185D
Room:	108	Room Type:	NK1, 1KING/NS
Rate Plan:	RACK	Daily Rate:	\$49.99 + \$6.24 Tax
Arrival:	7/17/2016 (Sun)	Departure:	7/21/2016 (Thu)
		Nights:	4
		Guests:	1/0
		GTD:	VI - VISA
			XXXX XXXX XXXX 6861

Room Rate:

7/17/2016 (Sun) - 7/20/2016 (Wed) \$49.99 + \$6.24 Tax per night.

Date	Code	Description	Amount	Balance
7/17/2016	VI	VISA (6861)	(\$224.92)	(\$224.92)
7/17/2016	RM	ROOM CHARGE	\$49.99	(\$174.93)
7/17/2016	TAX1	CITY ROOM TAX	\$2.00	(\$172.93)
7/17/2016	TAX2	STATE TAX	\$4.24	(\$168.69)
7/18/2016	RM	ROOM CHARGE	\$49.99	(\$118.70)
7/18/2016	TAX1	CITY ROOM TAX	\$2.00	(\$116.70)
7/18/2016	TAX2	STATE TAX	\$4.24	(\$112.46)
7/19/2016	RM	ROOM CHARGE	\$49.99	(\$62.47)
7/19/2016	TAX1	CITY ROOM TAX	\$2.00	(\$60.47)
7/19/2016	TAX2	STATE TAX	\$4.24	(\$56.23)
7/20/2016	RM	ROOM CHARGE	\$49.99	(\$6.24)
7/20/2016	TAX1	CITY ROOM TAX	\$2.00	(\$4.24)
7/20/2016	TAX2	STATE TAX	\$4.24	\$0.00

Summary

Room	Tax	F&B	Other	CC	Cash	DB
\$199.96	\$24.96	\$0.00	\$0.00	(\$224.92)	\$0.00	\$0.00

Wyndham Rewards members earn valuable points on qualifying stays at nearly 7,000 hotels around the world. Points can be redeemed for free nights, gift cards, merchandise and more. If you're not already a member, join at the front desk, visit us at www.wyndhamrewards.com or call 1-866-WYN-RWDS.

(1) Regardless of charge instructions, the undersigned acknowledges the above as personal indebtedness. (2) This property is privately owned and management reserves the right to refuse services to any one, and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind. "We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt Out/ Privacy, Wyndham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."

4



DAYS INN COLUMBIA

900 I-70 DRIVE SW
COLUMBIA, MO 65203 US

Phone: 573-442-1191

Fax: 573-449-2633

Email: daysinn41810@gmail.com

Printed: 7/28/2016 8:48:54 AM

Folio (Detailed)

Name:	DUNFORD, DAVID		Confirmation Number:	95237221
Address:	8895 CEDAR CREEK RD DE SOTO, KS 66018-9155 US		Account Number:	903-089838
			WyndhamRewards #:	151492185D
Room:	106	Room Type:	NK1, 1 KG/NSMK/HRDRY/	Nights: 4
Rate Plan:	RACK	Daily Rate:	\$49.99 + \$6.24 Tax	GTD: VI - VISA
Arrival:	7/24/2016 (Sun)	Departure:	7/28/2016 (Thu)	XXXX XXXX XXXX 6861
				Guests: 1/0

Room Rate:

7/24/2016 (Sun) - 7/27/2016 (Wed) \$49.99 + \$6.24 Tax per night.

Date	Code	Description	Amount	Balance
7/24/2016	VI	VISA (6861)	(\$224.92)	(\$224.92)
7/24/2016	RM	ROOM CHARGE	\$49.99	(\$174.93)
7/24/2016	TAX1	CITY ROOM TAX	\$2.00	(\$172.93)
7/24/2016	TAX2	STATE TAX	\$4.24	(\$168.69)
7/25/2016	RM	ROOM CHARGE	\$49.99	(\$118.70)
7/25/2016	TAX1	CITY ROOM TAX	\$2.00	(\$116.70)
7/25/2016	TAX2	STATE TAX	\$4.24	(\$112.46)
7/26/2016	RM	ROOM CHARGE	\$49.99	(\$62.47)
7/26/2016	TAX1	CITY ROOM TAX	\$2.00	(\$60.47)
7/26/2016	TAX2	STATE TAX	\$4.24	(\$56.23)
7/27/2016	RM	ROOM CHARGE	\$49.99	(\$6.24)
7/27/2016	TAX1	CITY ROOM TAX	\$2.00	(\$4.24)
7/27/2016	TAX2	STATE TAX	\$4.24	\$0.00

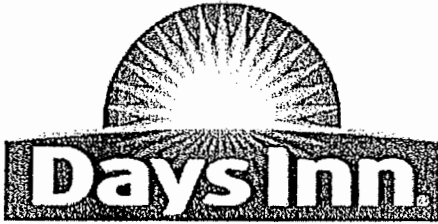
Summary

Room	Tax	F&B	Other	CC	Cash	DB
\$199.96	\$24.96	\$0.00	\$0.00	(\$224.92)	\$0.00	\$0.00

Wyndham Rewards members earn valuable points on qualifying stays at nearly 7,000 hotels around the world. Points can be redeemed for free nights, gift cards, merchandise and more. If you're not already a member, join at the front desk, visit us at www.wyndhamrewards.com or call 1-866-WYN-RWDS.

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4



DAYS INN COLUMBIA

900 I-70 DRIVE SW
COLUMBIA, MO 65203 US

Phone: 573-442-1191

Fax: 573-449-2633

Email: daysinn41810@gmail.com

Printed: 8/4/2016 8:34:22 AM

Folio (Detailed)

Name: DUNFORD, DAVID		Confirmation Number: 99628635	
Address: 8895 CEDAR CREEK RD DE SOTO, KS 66018-9155 US		Account Number: 474-310982	
		WyndhamRewards #: 151492185D	
Room: 106	Room Type: NK1, 1 KING BED/NON-	Nights: 4	Guests: 1/0
Rate Plan: RACK	Daily Rate: \$49.99 + \$6.24 Tax	GTD: VI - VISA	
Arrival: 7/31/2016 (Sun)	Departure: 8/4/2016 (Thu)	XXXX XXXX XXXX 6861	

①

Room Rate:

7/31/2016 (Sun) - 8/3/2016 (Wed) \$49.99 + \$6.24 Tax per night.

Date	Code	Description	Amount	Balance
7/31/2016	VI	VISA (6861)	(\$224.92)	(\$224.92)
7/31/2016	RM	ROOM CHARGE	\$49.99	(\$174.93)
7/31/2016	TAX1	CITY ROOM TAX	\$2.00	(\$172.93)
7/31/2016	TAX2	STATE TAX	\$4.24	(\$168.69)
8/1/2016	RM	ROOM CHARGE	\$49.99	(\$118.70)
8/1/2016	TAX1	CITY ROOM TAX	\$2.00	(\$116.70)
8/1/2016	TAX2	STATE TAX	\$4.24	(\$112.46)
8/2/2016	RM	ROOM CHARGE	\$49.99	(\$62.47)
8/2/2016	TAX1	CITY ROOM TAX	\$2.00	(\$60.47)
8/2/2016	TAX2	STATE TAX	\$4.24	(\$56.23)
8/3/2016	RM	ROOM CHARGE	\$49.99	(\$6.24)
8/3/2016	TAX1	CITY ROOM TAX	\$2.00	(\$4.24)
8/3/2016	TAX2	STATE TAX	\$4.24	\$0.00

Summary

Room	Tax	F&B	Other	CC	Cash	DB
\$199.96	\$24.96	\$0.00	\$0.00	(\$224.92)	\$0.00	\$0.00

Wyndham Rewards members earn valuable points on qualifying stays at nearly 7,000 hotels around the world. Points can be redeemed for free nights, gift cards, merchandise and more. If you're not already a member, join at the front desk, visit us at www.wyndhamrewards.com or call 1-866-WYN-RWDS.

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4

402 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 26th day of August 20 14

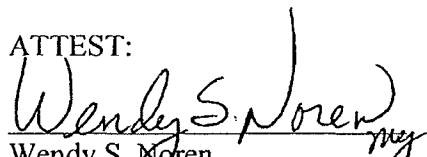
the following, among other proceedings, were had, viz:

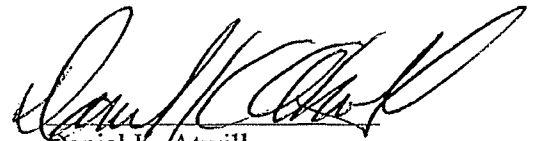
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 66/2010 – Radio Consulting Services with David O. Dunford of DeSoto, Kansas.

The terms of this Cooperative Contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

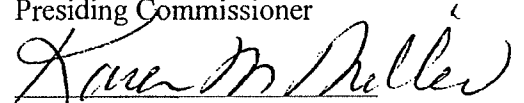
Done this 26th day of August, 2014.

ATTEST:

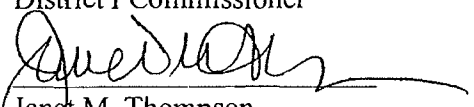

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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: August 5, 2014
RE: Cooperative Contract: 66/2010 – *Radio Consulting Services*

Joint Communications requests permission to utilize the City of Columbia cooperative contract 66/2010 - *Radio Consulting Services* with David O. Dunford of DeSoto, Kansas.

Contract term is for the period August 1, 2014 through July 31, 2015 with two optional one-year renewals. Professional Service fee is \$60.00 per hour with a shall not exceed service contract of \$75,000 per year. Reimbursable expenses are outlined in the contract. Invoices will be paid from department 2701 – 911/Joint Communications Operations, account 71100 – Outside Services.

cc: Joe Piper, Joint Communications
Contract File

**AGREEMENT
FOR
RADIO CONSULTING SERVICES
FOR BOONE COUNTY JOINT COMMUNICATIONS**

THIS AGREEMENT dated the 26th day of August 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **David O. Dunford**, 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 the furnishing of **Radio Consulting Services for Boone County Joint Communications** in compliance with all proposal specifications and any addendum issued for the City of Columbia, Request for Proposal number 66/2010 as well as Boone County Standard Terms and Conditions, Insurance Requirements and Work Authorization. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Proposal number 66/2010 shall prevail and control over the contractor's proposal response.

2. **Contract Duration** - This agreement shall commence on **August 1, 2014 and extend through July 31, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) 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 Consultant and the Consultant agrees to supply the County with Radio Consulting Service. The Consultant represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent and workmanlike manner. Radio Consulting Services shall be provided as required in the proposal specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by County. Contractor agrees to provide radio consulting services in accordance with its proposal response at the charges specified below during the contract period.

Services to be provided under this agreement shall not exceed \$75,000 per contract year.

Professional Fee: \$60.00 per hour – includes on-site and off-site work to be billed at 100% of the documented hours.

Reimbursable Expenses include:

- o Travel to/from Columbia/Kansas City - Billed at 50% of professional fee rate for actual elapsed time
- o Lodging - Billed at daily rate approved by County
- o County approved tools, equipment, supplies, and any necessary specialized computer software. Non-consumable items to become property of the County following installation or completion of the project.

402 - 2014

- o County approved travel and/or fees associated with attendance at any specialized training, meeting or advisory function.

Non-Reimbursable Expenses include:

- o Mileage and auto expenses including on-site and in-area travel
- o Insurance
- o All direct expenses related to self employment and general administration of the sole proprietorship business.

4. Scope of Services – The Contractor shall provide radio communications consulting services to the County as set forth herein in a satisfactory and efficient manner. The Contractor shall:

- a. Furnish oversight, coordination, and guidance of contracted elements of the project.
- b. Attend administrative and on-site meetings to work with system stakeholders and technical contractors in preparation of sites and system components.
- c. Provide technical guidance and advice to PSJC staff to assist in system operation, management, maintenance and troubleshooting.
- d. Provide technical services to complete project elements including installation and optimization of radio equipment and site preparation.
- e. Work with regulators, County and PSJC staff to identify and coordinate development of remaining tower sites.
- f. Work with County and PSJC staff and local telco representatives on continuing project of phone bill reconciliation and auditing for dedicated/private line circuits serving PSJC.
- g. Work with County and PSJC staff on radio communication systems and issues for other, related agency stakeholders.
- h. Coordinate work to complete FCC licensing to conform to new system requirements.
- i. Be available for periodic after-hours telephone consult, conference calls, and response as time and circumstances may dictate.
- j. Perform additional duties assigned by the Director of Joint Communications that do not represent substantial modification of the scope of Services covered by this contract.

5. Invoices – The Contractor shall request payment for services by invoice to the County. The County agrees to pay all uncontested 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 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. Invoices should be submitted to: Boone County Joint Communications, Attn: Joe Piper, 17 N. 7th Street, Suite A, Columbia, MO 65201.

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.

402-2014

7. **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.

8. **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 key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with RFP specifications/scope of work, or if services are deficient in quality in the sole judgment of County, or
 - c. County or Contractor may terminate this agreement for convenience by providing the Contractor with 60 days written notice.
 - d. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

DAVID O. DUNFORD

by *David O. Dunford*
title Commissioner

BOONE COUNTY, MISSOURI

by: Boone County Commissioner
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

J. Blaise
County Counselor

ATTEST:

Wendy S. Noren
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. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

<u><i>Jane Pitchford</i></u>	<u><i>by ig 08/18/14</i></u>	2701 / 71101 / shall not exceed \$75,000
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

30th

day of

August

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with Engineering Surveys and Services, LLC for services related to the communication antenna project for The Rise Building.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Consultant Services Agreement.

Done this 30th day of August, 2016.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the ___ day of _____, 2016, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Engineering Surveys and Services, LLC. (ES&S, LLC), 1113 Fay Street, Columbia, MO 65201

Project/Work Description: The Rise Building – Communication Antenna project

Proposal Description: ES&S will perform the services outlined in their proposal directed to Derin Campbell, PE, dated August 1, 2016. County point of contact will be Chad Martin, Director, Boone County Joint Communications.

Modifications to Proposal: Fees and expenses shall not exceed \$2,000.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

ES&S, LLC

By Benjamin A. Roll

Title V.P. Engineering

Dated: 8-11-2016

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 8-30-16

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Noren
County Clerk

APPROVED:

[Signature]
Joint Communications Director

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

Jane Pitchford 8-22-16 2704-71101
Auditor by HA Date

Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

August 1, 2016

Mr. Derin Campbell, P. E.
Boone County Resource Management
801 E. Walnut Rm. 315
Columbia, MO 652011

RE: Professional Services Proposal
Rise - Communication Antenna
Columbia, Missouri

Dear Mr. Campbell:

As requested, we have reviewed the work involved to provide professional engineering services to review the entitlement process to permit construction of antennas on the roof of the Rise Apartments (currently under construction). These antennas are to be 30-foot-tall and are to serve emergency services. Communication equipment will be located within building (not on the roof). The following defines our anticipated scope of services for this project:

1. Meet with the Antenna consultant to determine antenna construction requirements.
2. Meet with City of Columbia Community Development staff to determine the entitlement process to permit the antenna.

We are prepared to provide all of these services for a total not to exceed fee of \$2,000. All billing will be on a time expended basis in accordance with the attached fee schedule with payment terms of net 30 days from the date of invoice. All other reimbursable expenses will be billed at cost in addition to this fee.

I trust this provides the information you requested. Should you have any questions or need any additional information regarding our services, please contact me.

Respectfully submitted,



Matthew A. Kriete, P.E.

enclosure
cc: 1-Dykhouse
1-ESS Proposal File

Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

HOURLY FEE SCHEDULE

January 1, 2016

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$140-180 /hour
Registered Professional Engineer	\$130-170 /hour
Registered Professional Land Surveyor	\$120-150 /hour
Project Surveyor	\$ 70-100 /hour
Engineer Intern	\$ 90-120 /hour
Technician I	\$ 70-80 /hour
Technician II	\$ 60-70 /hour
CAD Operator	\$ 70-100 /hour
Chemist	\$ 70-90 /hour
Administrative Assistant	\$ 55-65 /hour
Computer	\$ 50 /day
Survey Equipment	\$100-200 /day
Drill Rig	\$ 150-\$250 /hour
Large Format Copies	\$ 4-\$6 each
Photocopies	\$ 0.25 each
Travel	\$ 0.60/mile

NOTES

1. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
2. Overtime charges at 1.4 times above rates.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

30th

day of

August

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Intergovernmental Agreement between the City of Columbia and Boone County regarding the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2016 Local Solicitation.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Intergovernmental Agreement.

Done this 30th day of August, 2016.

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

THE STATE OF MISSOURI
COUNTY OF BOONE

CONTRACT NO. 401-2016

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COLUMBIA, MISSOURI AND COUNTY
OF BOONE, MISSOURI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2016 LOCAL SOLICITATION**

This Agreement is made and entered into this 30th day of August, 2016, by and between The **COUNTY of BOONE**, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the **CITY of COLUMBIA**, acting by and through its City Manager, hereinafter referred to as CITY, both of Boone County, State of Missouri.

WHEREAS, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 RSMo; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the parties anticipate a total allocation under this grant in the amount of \$36,175.00 hereinafter referred to as JAG funds, to COUNTY; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of Sixty Percent (60%) of JAG funds received herein, or an anticipated \$21,705.00 of JAG funds. COUNTY is the Applicant / Fiscal Agent for the joint funds.

Section 2.

COUNTY agrees to use a total of Forty Percent (40%) of JAG funds received herein for approved program(s), or an anticipated \$14,470.00 of JAG funds.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.


Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

BOONE COUNTY, MISSOURI

Through Its County Commission

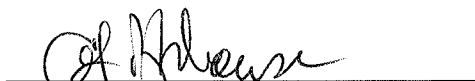
By:


Daniel K. Atwill, Presiding Commissioner

ATTEST:


County Clerk

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Nancy Thompson, City Counselor