

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 16

In the County Commission of said county, on the 8th day of November 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 Contract Amendment Number One to 26-15JUN15 – Live Well Boone Bountly.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One for Live Well Boone County.

Done this 8th day of November, 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

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB, CPPO  
DATE: September 2, 2014  
RE: Amendment Number One –26-15JUN15 – Live Well Boone County

Contract 26-15JUN15 – *Live Well Boone County* was approved by commission for award to the City of Columbia, Missouri, on behalf of its Department of Public Health and Human Services on January 28, 2016, commission order 46-2016. This amendment decreases the Access to Care component of the Live Well Boone County from \$333,691.12 to \$252,414.99. It also extends the term to June 30, 2018.

Invoices will be paid from department 2130 – Community Health / Med (Hospital Lease), account 71106 – Contracted Services.

cc: Kelly Wallis, Children's Services  
Contract File

**CONTRACT AMENDMENT NUMBER ONE  
AGREEMENT FOR  
LIVE WELL BOONE COUNTY**

The Agreement **26-15JUN15** dated January 28, 2016 made by and between Boone County, Missouri and **City of Columbia, Missouri, on behalf of its Department of Public Health and Human Services** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

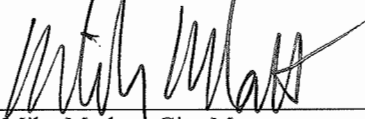
1. The Access to Care component of the Live Well Boone County Pilot Program is terminated, effective August 27, 2016. The total allowable compensation under this agreement is reduced from \$333,691.12 to \$252,414.99, as reflected in the attached Program Budget.

2. The term of the contract is extended through June 30, 2018. PHHS agrees to submit a final report, as determined by the Community Services Department by July 31, 2018. Remaining payments shall be invoiced upon execution of this amendment, after submission of the 2016 year-end report, after submission of the 2017 interim report, after submission of the 2017 year-end report, and after submission of the 2018 final report. Payments will be approved and dispersed in accordance with the original agreement.


3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the 8<sup>th</sup> day of November, 2016.

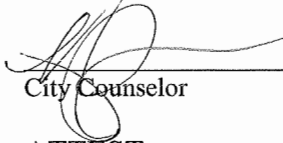
**City of Columbia, Missouri**

By:   
Mike Mathes, City Manager

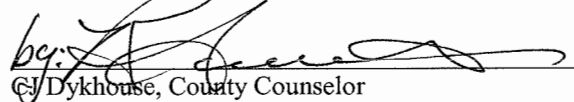
**Boone County, Missouri**

By: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

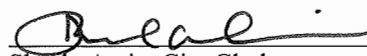
APPROVED AS TO FORM:

  
City Counselor

APPROVED AS TO FORM:

By:   
CJ Dykhouse, County Counselor



ATTEST:

 10/18/16  
Sheela Amin, City Clerk

ATTEST:

  
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 this contract do not create a measurable county obligation at this time.)

 by  10/26/2016 2130/71106/(\$252,414.99)  
Signature Date Appropriation Account



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2015

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

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

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101  237-94--WC-14-15		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																						
<b>INSURED</b> City of Columbia P.O. Box 6015 Columbia, MO 65205-6015		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Safety National Casualty Corp.</td> <td>15105</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Safety National Casualty Corp.	15105	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER B :																								
INSURER C :																								
INSURER D :																								
INSURER E :																								
INSURER F :																								

**COVERAGES**                                  **CERTIFICATE NUMBER:** CHI-006322915-05                                  **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4053824 SIR: All Other - \$500,000 Police/Firefighters/Utility - \$750,000	10/01/2015	10/01/2016	X PER STATUTE    OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Proof of Insurance

<b>CERTIFICATE HOLDER</b>  City of Columbia P.O. Box 6015 Columbia, MO 65205-6015	<b>CANCELLATION</b>  <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>
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**STATES SELF-INSURERS RISK RETENTION GROUP, INC.**

222 South Ninth St Suite 1300

Minneapolis, MN 55402-3332

(612) 766-3000

**CERTIFICATE OF INSURANCE**

<b>Insured:</b> City of Columbia, MO P. O. Box 6015 / 701 E. Broadway Columbia MO 65205-6015	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy(ies) below. This certificate of insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder.
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**IMPORTANT:** If the certificate holder is an Additional Insured, the policy(ies) must be endorsed. If Subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


**Coverages:**

This is to certify that the policy(ies) of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies).  
 Limits shown may have been reduced by paid claims.

Type of Insurance:	Policy	Effective	Expiration	Limits	
	Number	Date	Date	Occurrence	Aggregate
Public Entity Excess Liability including Error or Omission Liability Coverage.	SEL3017804	10/1/2015	10/1/2016	\$3,000,000	\$10,000,000
<b>Retroactive Date:</b>	<b>Occurrence Form Policy</b>				

**Description of Operations/Locations/Vehicles/Special Terms:**  
 Certificate holder is an additional insured with regards to "Purchase of Service Contracts for Children's Services".

<b>Certificate Holder:</b> Boone County, MO 613 E. Ash St., Room 110 Columbia, MO 65201	<b>CANCELLATION:</b> Should the above described policy be cancelled before the expiration date thereof, notice will be delivered according to policy provisions.
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<b>Self-Insured Retention:</b>  \$500,000	<b>Authorized Representative:</b>   <hr/> Signature
	10/1/2015 <hr/> Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the 8th day of November 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 Change Order #2 to 06913 – Radio Consoles for the ECC.

The terms of the change order are stipulated in the attached. It is further ordered the Presiding Commissioner is hereby authorized to sign said Change Order #2.

Done this 8th day of November, 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

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB, CPPO  
DATE: September 2, 2014  
RE: Change Order #2: 06913 – Radio Consoles for the ECC

Contract 06913 – *Radio Consoles for the ECC* was approved by commission for award to Avtec, Inc. on May 3, 2016, commission order 217-2016. This change order deletes 50 connectors and replaces with 25 conductors. It creates an additional cost of \$87.50 which Avtec agrees to waive.

Invoices from this contract will be paid from department 4101 – ECC Radio & Technology, account 71231 – Owner Costs.

cc: Chad Martin, Joint Comm  
Karen Miller, Commission  
Contract File

Contract #: 06913  
 Commission order #: 511-2016  
 Dated: 11-8-16

**Change Order**

**THIS CHANGE ORDER # 2**, dated as of September 16, 2016 (the "Effective Date") amends the Statement of Work for the effective date of May 24, 2016 by and between Avtec, Inc. ("Avtec") and County of Boone, MO ("Customer") (the "SOW") and is governed by the Master End User Agreement by and between Avtec and Customer dated May 24, 2016. Terms outlined in this Change Order shall take precedence over any conflicting terms outlined in the SOW referenced above.

Change Requested By (Name/ Title/ Company): Chad Martin – Boone County

**Change Description**

Remove a quantity of 50 OUTPOST-RJ-CONN (DB25-to-RJ45 connector) totaling \$2375.00 from the order. Add a quantity of 25 CSDA-15235 (DB25 M-M Assy. 12PR + Drain w/ Foil Shield, Solid Conductors, 50FT) to the order totaling \$2462.50

**Change Justification**

Boone County prefers to take all available pins from the Outpost DB25 connector to their MDF and terminate them to punch-blocks provided by them. The OUTPOST-RJ-CONN will only support the routing of 4 pairs/8 conductors versus the desired 25 conductors.

**Change Impact**

(In the table below, indicate what area(s) are impacted by the proposed change. Provide a detailed description of the impact.)

Area of Impact	Yes/ No	Detailed Description of Impact
Scope	No	
Risk	No	
Schedule	No	
Resources	No	
Financial Impact*	Yes	Creates a balance of \$87.50 which Avtec agrees to waive.
Other		

If there is a financial impact, please provide additional information below:

Additional Cost: None

Funding Provision: N/A

Party Responsible for Cost (CUSTOMER / AVTEC): N/A



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Change Order as of the Change Order Effective Date.

**County of Boone, MO**

DANIEL K. ATWILL  
Full name

PRESIDING COMMISSIONER  
Title

*[Handwritten Signature]*  
Signature

**Avtec, Inc.**

Kenneth Mulchahey  
Full name

Director, Professional Services  
Title

*[Handwritten Signature]*  
Signature

APPROVED AS  
TO LEGAL FORM  
*[Handwritten Signature]*  
DATE: 9/29/14

**Kenneth Mulchahey**  
**Director, Project Management**  
**Avtec Inc.**  
*[Handwritten Signature]*



**NASPO ValuePoint Quotation  
Contract/Master Agreement #06913  
Avtec Scout Dispatch System**

Avtec, Inc.  
100 Innovation Place  
Lexington, SC 29072  
(800) 310-7045 V  
(803) 358-3636 F  
www.avtecinc.com

Name: Chad Martin  
Company: Boone Co MO 911  
Address: 17 N. 7th St  
City, State, Zip: Columbia MO 65201  
Phone: 573-489-4618  
Email: [cmartin@boonecountymmo.org](mailto:cmartin@boonecountymmo.org)  
Project Name: Boone Co MO 911 Avtec Consoles

**Change Order 1**

Quote Number: Change Order 1  
Quote Date: 9/16/2016  
Quote Expiration: 10/16/2016  
Prepared by: Rusty Sharpe  
Approval Code:  
Mfg. Rep: Nevco/Skinner  
Entity Type: E911

UNSPSC	Item	Qty	Model Number	NASPO Avtec Scout Dispatch System Equipment Description	NASPO List Price (w/ State fee IF APP)	NASPO Extended Price
<b>Parts Removed</b>						
26121609	1	50	OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	\$ 47.50	\$ 2,375.00
						<b>Parts removed \$ 2,375.00</b>
<b>Parts Added</b>						
N/A	2	25	CSDA-15235	DB25 M-M Assy. 12 PR + Drain w/ Foil Shield, Solid Conductors 50 FT	\$ 98.50	\$ 2,462.50
						<b>Parts added \$ 2,462.50</b>
						<b>Grand Total \$ 87.50</b>

Notes and Assumptions

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 16

In the County Commission of said county, on the 8th day of November 20 16

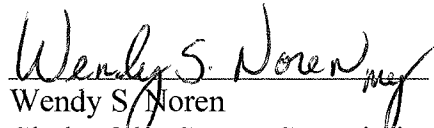
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance Cooperative Contract 120215 to purchase Life Fitness (Gym Equipment) for the Emergency Communication Center from Advance Exercise of St. Louis, MO.


The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

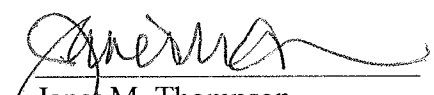
Done this 8th day of November, 2016.

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

Jacob M. Garrett  
Buyer



613 E. Ash St., Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Jacob M. Garrett, Buyer  
DATE: October 27, 2016  
RE: Cooperative Contract: *120215 – Exercise, Fitness, and Rehabilitation Equipment with Related Accessories, Services, Installation, and Supplies*

Chad Martin, Director of Joint Communications and Joe Piper, Deputy Director of Joint Communications recommend we utilize the National Joint Powers Alliance cooperative contract *120215* to purchase Life Fitness (Gym Equipment) for the Emergency Communication Center. Contract is with Advance Exercise out of St. Louis, Missouri.

Contract total is \$23,378.76 and invoices will be paid from department 4100 – ECC Facility and Construction Project, account – ECC Furniture and Fixtures. There is \$500,000 budgeted for the ECC Gym Equipment.

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

**PURCHASE AGREEMENT  
FOR  
120215 – EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED  
ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES**

**THIS AGREEMENT** dated the 8<sup>th</sup> day of November 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Advanced Healthstyles Fitness Equipment, Inc. DBA Advance Exercise Equipment, LLC**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Exercise, Fitness, and Rehabilitation Equipment with Related Accessories, Services, Installation, and Supplies NJPA cooperative bid and contract number 120215, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted may be permanently maintained in the County Purchasing Office contract file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NJPA cooperative bid and Contract 120215, and Boone County Standard Terms and Conditions shall prevail and control over Vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to provide at its own expense all labor, materials, and equipment called for in the bid for Exercise, Fitness, and Rehabilitation Equipment with Related Accessories, Services, Installation, and Supplies to County as needed, and to perform all work required in accordance with contract 120215 and per requirements and pricing as set forth in the contract agreement with the NJPA Cooperative Contract.

3. **Delivery** - Vendor shall deliver the services and associated products specified herein to Boone County location(s) to be identified during the contract period. Services must be completed **within 90 days** after receipt of order.

4. **Contract Duration** – This agreement shall commence on the date of Commission Order written above and extend through January 19<sup>th</sup>, 2017 with an additional four-year renewal option per contract 120215 and subject to the provisions of termination specified below.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County ECC Center 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. Invoices must reference Contract 120215 and be itemized in accordance with items listed on the purchase order. The County agrees to pay all invoices for completed work within thirty days of receipt of correct invoice and accompanying required affidavits and payroll records. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

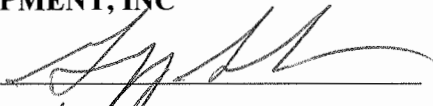
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

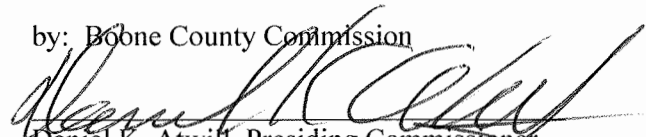
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

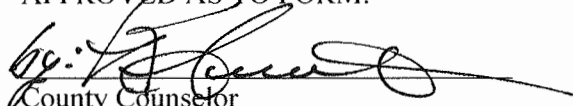
**ADVANCE HEALTHSTYLES FITNESS  
EQUIPMENT, INC**

by   
 title Pub

**BOONE COUNTY, MISSOURI**

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

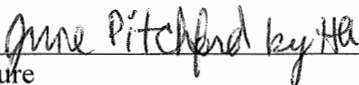
APPROVED AS TO FORM:

  
 County Counselor

ATTEST:

  
 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></u>	<u>10-28-16</u>	<u>\$23,378.76</u> <u>4100 / 91100</u>
Signature	Date	Appropriation Account

## STANDARD 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. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. 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.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. 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.
18. **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.
19. **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.





Design | Selection | Experience

**AEE Consultant:**

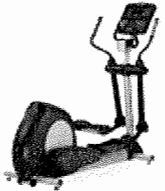


Lisa Miceli  
lmiceli@advancedexercise.com  
Phone:  
Fax:

Date: October 13, 2016  
Quote Expires: 45 day(s)

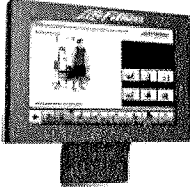
**Proposal # 023794-R2**

<b>Bill to:</b> <b>County of Boone</b> 2145 County Drive Columbia, MO 65202  5738864393 cmartin@boonecountymo.org	<b>Ship to:</b> <b>County of Boone</b> 2145 County Drive Columbia, MO 65202  cmartin@boonecountymo.org
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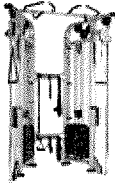

**CARDIO EQUIPMENT**

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
CLSX-DOMXX	Life Fitness	<b>Integrity Series Classic Elliptical Cross-Trainer</b> 	<ul style="list-style-type: none"> <li>• 18" Stride Length</li> <li>• 25 Resistance Levels</li> <li>• 27 Workout Programs Including 5 Zone Training Programs</li> <li>• Amber LED Display</li> <li>• Integrated TV Controls</li> <li>• USB Charging Port</li> <li>• Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry</li> <li>• Self Powered with Optional Power Cord</li> </ul>	3,416.00	1	\$3,416.00
OST-0100	Life Fitness	<b>Activate Series Treadmill</b> 	<ul style="list-style-type: none"> <li>• 3.0 HP (6.0 HP peak) AC Motor</li> <li>• 0.5-12 MPH</li> <li>• 0%-15% Elevation</li> <li>• 20" x 60" Running Surface</li> <li>• 8 Workout Programs Including 2 Zone Training Programs</li> <li>• Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry</li> <li>• DX3™ Belt and Deck System</li> <li>• 81"L x 32"W x 57"H</li> <li>• 120V Dedicated 20 AMP NEMA5-20R Receptacle</li> </ul>	3,955.00	1	\$3,955.00
REX7000-INT	SciFit	<b>REX Recumbent Elliptical (Standard Seat)</b> 	<ul style="list-style-type: none"> <li>• Color: Charcoal</li> <li>• Seated Total Body Elliptical</li> <li>• Standard Seat</li> <li>• Bi Directional resistance</li> <li>• Low 6 watt starting resistance</li> <li>• Self Powered</li> <li>• 1-20 levels in .1 increments provide 200 levels</li> <li>• Adjustable seat</li> <li>• Dual Grip Upper Body Handles</li> <li>• Iso Strength resistance</li> <li>• Wireless &amp; contact heart rate</li> <li>• 500 lb user weight capacity</li> <li>• 299 lb. unit weight</li> <li>• 73"L x 28"W x 55"H</li> </ul>	4,218.75	1	\$4,218.75

**AUDIO VISUAL**

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
DAP-CONSOLE	Life Fitness	<b>Signature Series Cable Motion DAP Console Touch-Screen LCD</b> 	<ul style="list-style-type: none"> <li>• Compatible with CMDAP and OSDAP machines</li> <li>• 15 inch touch screen monitor</li> <li>• On Demand video demo of exercises</li> <li>• Machine Weight: 11lb.</li> <li>• Dimensions: 1.6"L x 15"W x 12"H</li> <li>• Made in USA</li> </ul>	1,229.25	1	\$1,229.25

**STRENGTH EQUIPMENT**

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
CMDAP	Life Fitness	<b>Signature Series Cable Motion Dual Adjustable Pulley</b> 	<ul style="list-style-type: none"> <li>• Oval frame 11-gauge tubing with powder coat finish</li> <li>• 1" solid steel weight plates</li> <li>• Rear weight stack shrouds</li> <li>• 22 adjustment positions per column</li> <li>• 1:4 resistance ratio</li> <li>• 3 position pull up station</li> <li>• Accessory kit &amp; storage included</li> <li>• Machine Weight: 1265lb.</li> <li>• Weight Stack: 2 x 390lb.</li> <li>• Dimensions with pull-up handles: 44"L x 62"W x 95"H</li> <li>• Made in USA</li> </ul>	4,419.20	1	\$4,419.20
SMAB	Life Fitness	<b>Signature Series Multi-Adjustable Bench</b> 	<ul style="list-style-type: none"> <li>• Oval frame 11-gauge tubing with powder coat finish</li> <li>• Contoured cushions with molded foam</li> <li>• Patent-pending single-pin adjustment mechanism</li> <li>• Allows users to simultaneously adjust seat and back pad</li> <li>• Handle and wheels for easy mobility</li> <li>• Adjusts from flat to 70-degrees</li> <li>• Machine Weight: 125lb.</li> <li>• Dimensions: 53"L x 32"W x 45"H</li> </ul>	895.20	1	\$895.20

**FREE WEIGHTS**

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
VERTPAC-TSDR50G	Troy Barbell	<b>TSD Rubber Encased Dumbbells 3-50lb. Set</b>	<ul style="list-style-type: none"> <li>• Includes 13 pairs TSD Rubber Encased Dumbbells</li> <li>• Sizes: 3, 5, 8, 10, 12, 15, 20, 25, 30, 35, 40, 45 &amp; 50lbs.</li> <li>• Includes one GVDR Vertical 4 Sided Dumbbell Rack</li> </ul>	1,625.00	1	\$1,625.00

**TRAINING TOOLS**

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
400-150-131	Prism Fitness	<b>Self Guided Commercial Package - Deluxe</b>		1,199.25	1	\$1,199.25

Comments:  
NJPA Pricing is shown (25-30% savings)

Subtotal: **\$20,957.65**

Freight, Delivery and Install: **2,421.11**  
**Taxes As**  
**Applicable**  
**Total: \$23,378.76**

**Terms & Conditions**

**Terms:** 50% deposit required prior to ordering, balance due on delivery. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless notified in writing 60 days prior of the requested installation date. We accept cash, checks, money orders, and wire transfers of funds. A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, PLAE Sports Flooring and products with logos such as plates, dumbbells and platforms.

**Return Policy:** Any returns require approval in writing by AEE Project Management. A minimum 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

**Bolt Down Requirements:** Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness **requires** that certain strength training equipment (specifically the Synrgy 360S, T, XS, XM, the HD Elite Half Rack/Short Base unit and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** \_\_\_\_\_
- Customer has identified and informed AEE of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation. **Customer Initial** \_\_\_\_\_
- Customer has confirmed that the subfloor consists of no less than 2.5 inches of concrete. **Customer Initial** \_\_\_\_\_
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** \_\_\_\_\_

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

**Flooring Installation:** Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

**Storage:** We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

**Taxes:** We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

**Security:** Until all products are paid in full, customer hereby grants to, and AEE shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

**Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Customer Requested Install Date:**

\_\_\_\_\_

**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 & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing 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 include 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 \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; 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 County. 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:**

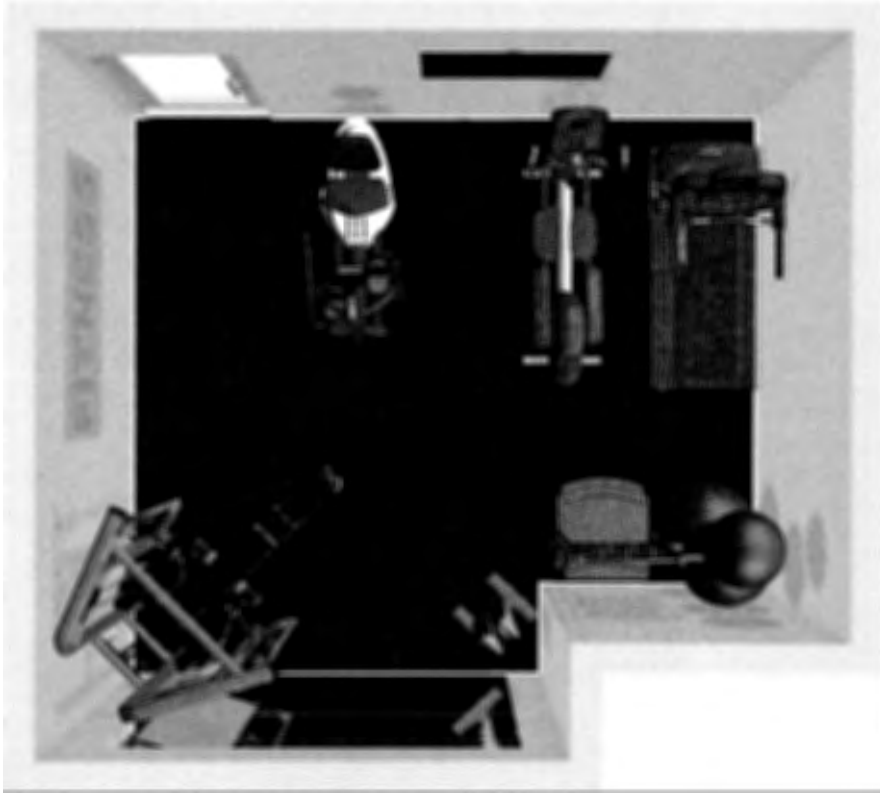
County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

# BOONE COUNTY ECC GOVERNMENT CENTER

FITNESS CENTER LAYOUT  
DESIGNED BY LISA MICELI STANDAGE

314.761.8701 | [advancedexercise.com](http://advancedexercise.com)

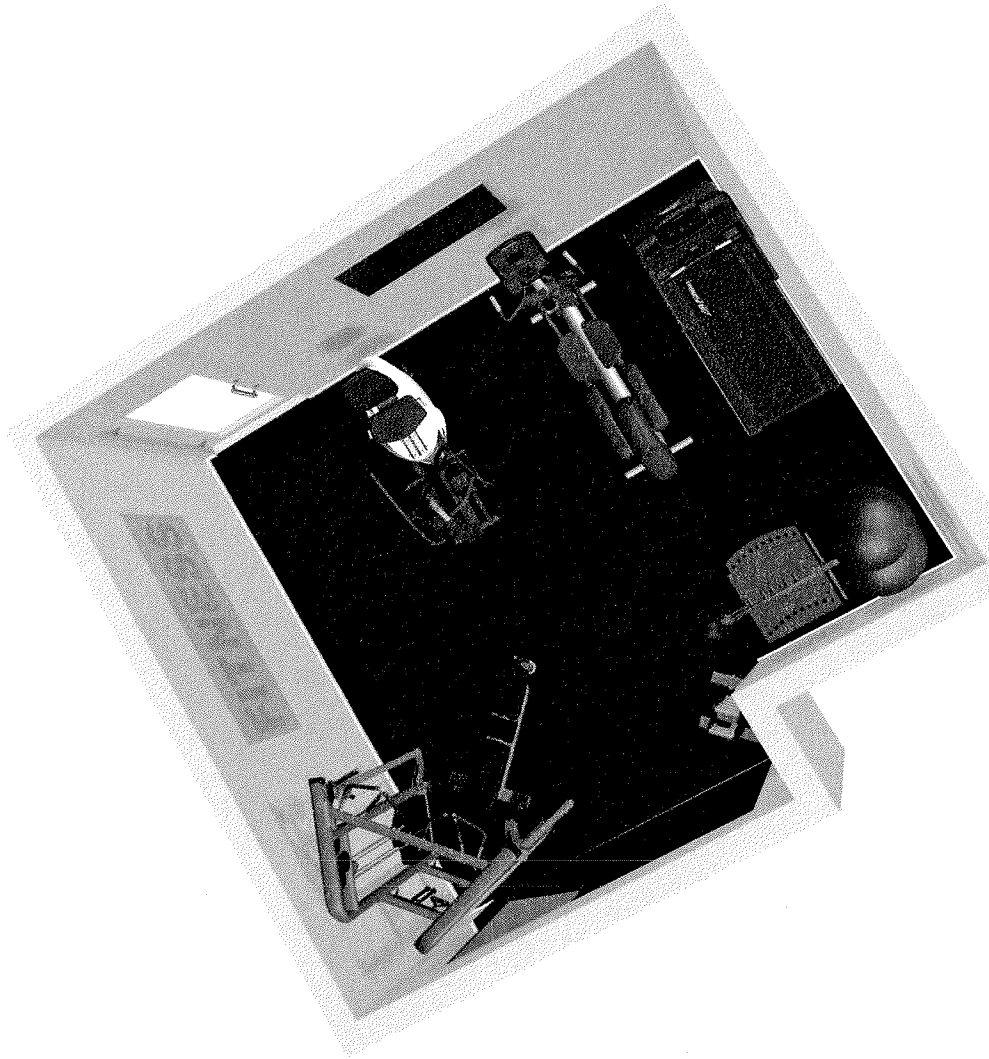




BOONE COUNTY ECC GOVERNMENT CENTER

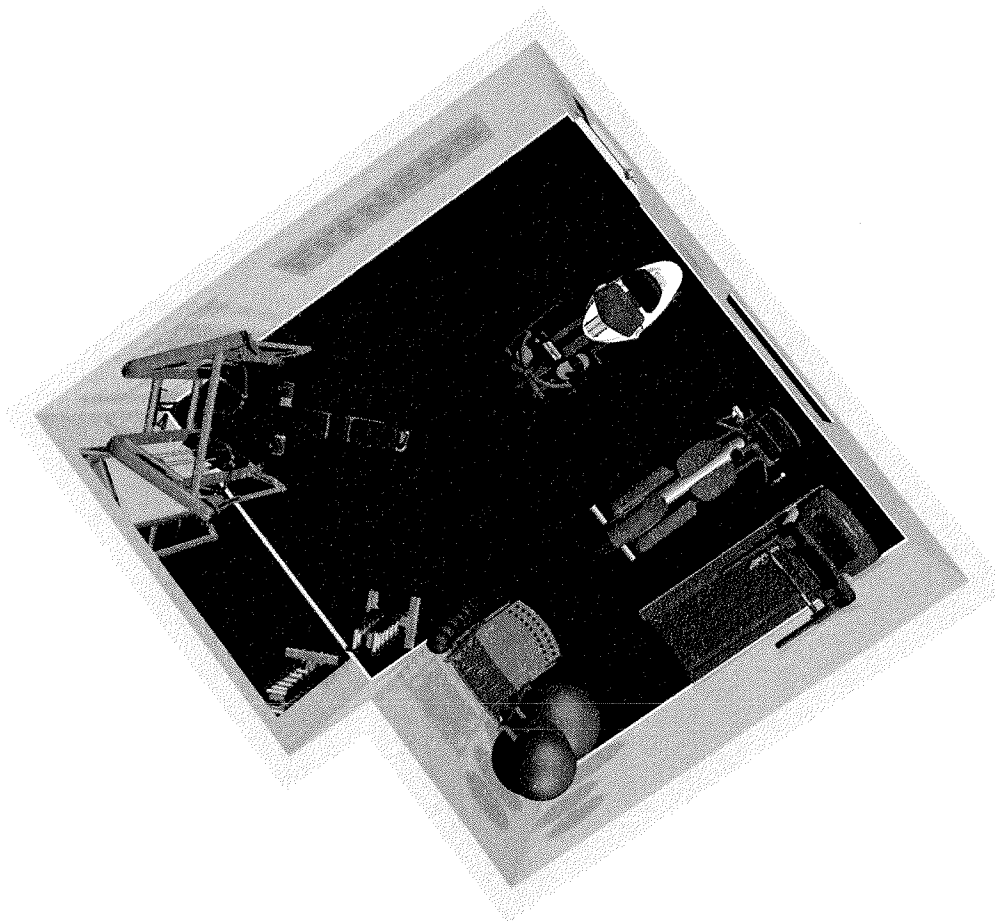






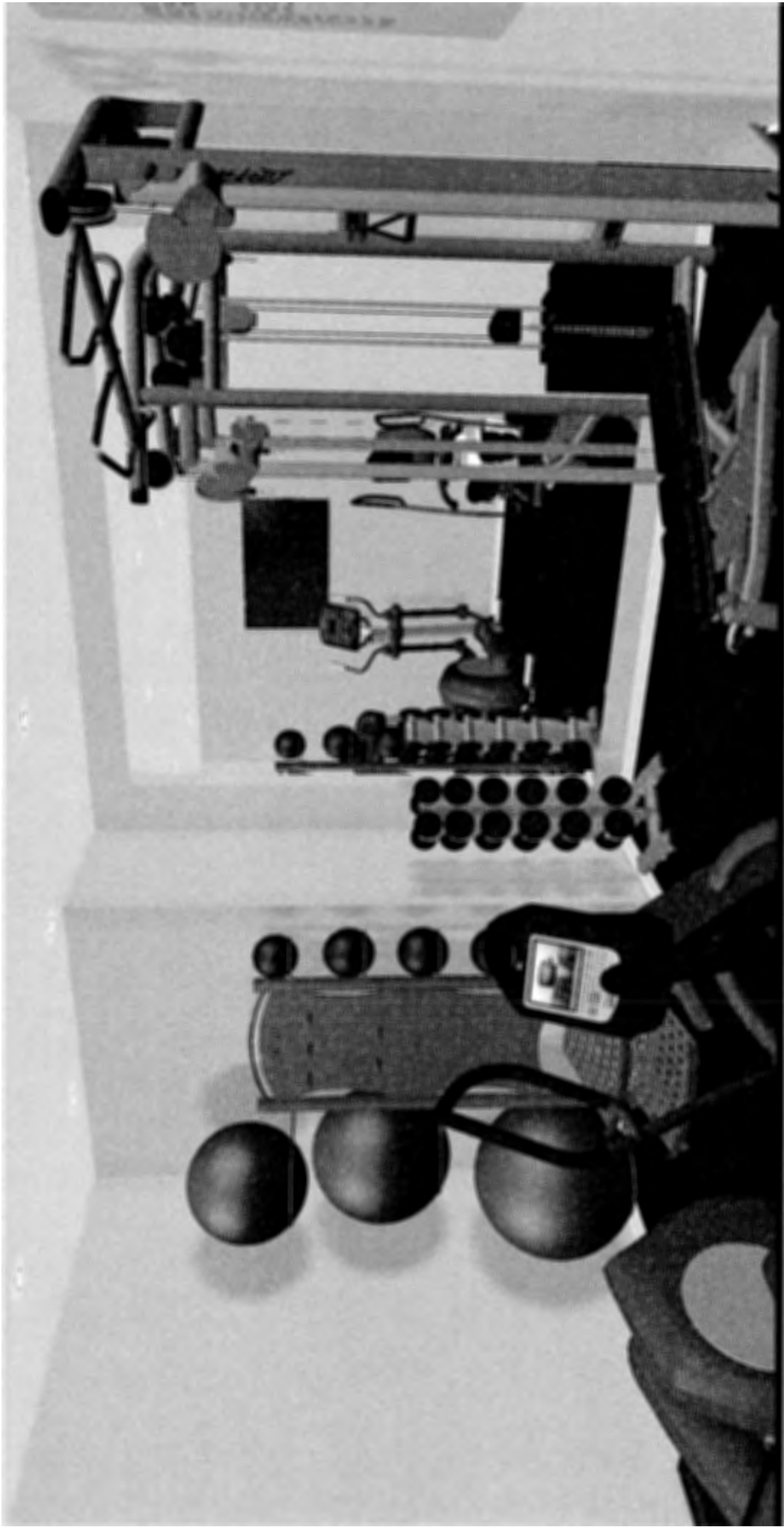
BOONE COUNTY ECC GOVERNMENT CENTER





BOONE COUNTY ECC GOVERNMENT CENTER





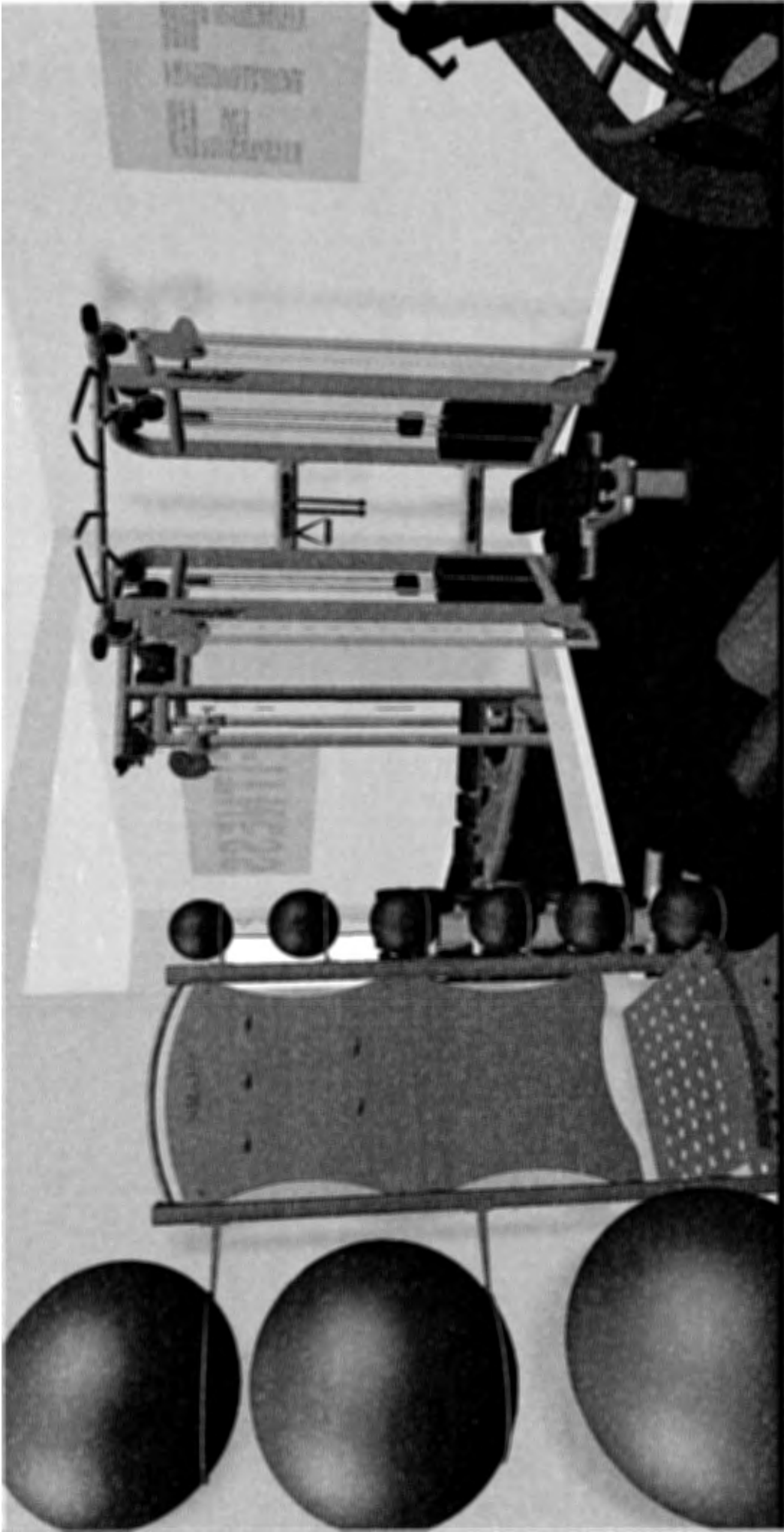
BOONE COUNTY ECC GOVERNMENT CENTER





BOONE COUNTY ECC GOVERNMENT CENTER



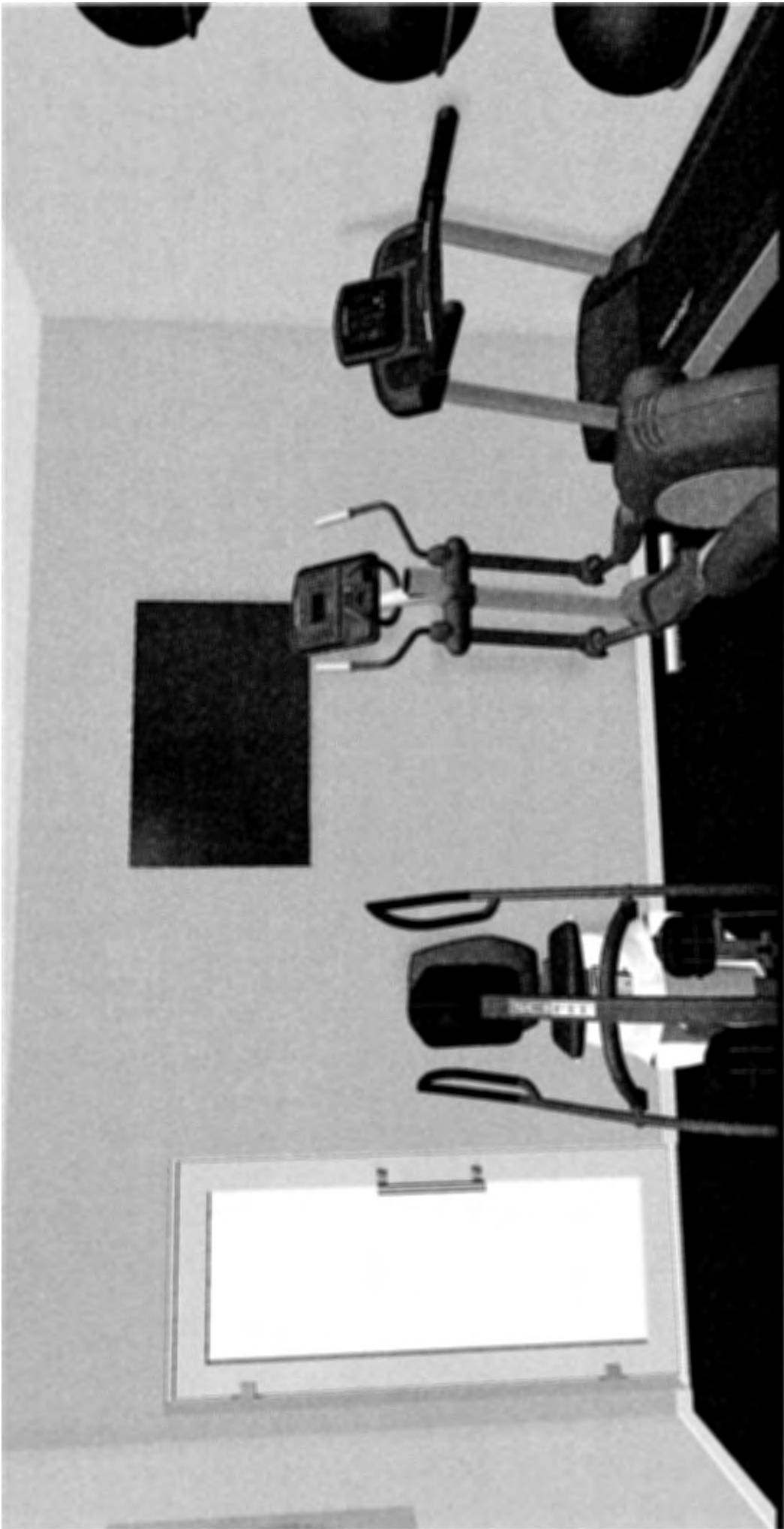


BOONE COUNTY ECC GOVERNMENT CENTER

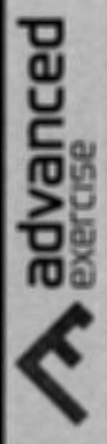




BOONE COUNTY ECC GOVERNMENT CENTER



BOONE COUNTY ECC GOVERNMENT CENTER





## National Joint Powers Alliance® (herein NJPA)

### REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

### EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES

#### RFP Opening

DECEMBER 3, 2015

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

#### **RFP # 120215**

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 # 120215 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. Details of this RFP are available beginning OCTOBER 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](mailto:RFP@njpacoop.org). Proposals will be received until DECEMBER 2, 2015 at 4:30 p.m. Central Time at the above address and opened DECEMBER 3, 2015 at 8:00 a.m. Central Time.

#### RFP Timeline

**OCTOBER 15, 2015**

Publication of RFP 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.

**NOVEMBER 18, 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).

**NOVEMBER 25, 2015**

Deadline for RFP questions.

**DECEMBER 2, 2015**  
4:30 p.m. Central Time

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

**DECEMBER 3, 2015**  
8:00 a.m. Central Time

Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at [jonathan.yahn@njpacoop.org](mailto: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) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 2) on NJPA's website; 3) in the hard copy print and online editions of the USA Today; and 4) 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](http://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 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES

**3.17 Additional Scope Definitions:** For purposes of the scope of this solicitation:

**3.17.1** In addition to EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES **this solicitation should be read to include, but not to be limited to:**

**3.17.1.1** Strength training, cardio training, group training, and rehabilitation-related equipment; technology solutions related to fitness and exercise equipment; miscellaneous supplies and equipment related to fitness and exercise; and installation of exercise, fitness, and rehabilitation-related equipment.

**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** This RFP should NOT be construed to include fitness training services or instruction, except to the extent that they relate directly to the installation or use of the equipment that the Proposer is offering through this solicitation.

**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 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES 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 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES 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 December 2, 2015 mission 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** Hardy 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 December 2, 2015 mission 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 December 2, 2015 mission 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 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES 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 (7<sup>th</sup>) 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](http://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 December 2, 2015 mission 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 December 2, 2015 mission 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 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES 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 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES 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 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. 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](mailto: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.

## 6 EVALUATION OF PROPOSALS

### 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 December 2, 2015 mission 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 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES 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 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](http://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.

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#### 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 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES 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 # 120215**

**FORM D**



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

**EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES,  
INSTALLATION, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES 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 #120215** \_\_\_\_\_

\_\_\_\_\_  
**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 # 120215**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number # 120215**

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 # 120215**



**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 **EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES**

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	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_



**Form P**

**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**

24) Does your organization manufacture a full line of fitness equipment, or are you a niche provider? If you provide a full line, please provide documentation to demonstrate the breadth of your offering. If you provide a narrower line, demonstrate the NJPA Member need that your offering would fulfill.

25) Describe and demonstrate what specifically differentiates you from your key competitors.

26) Describe and demonstrate your market share in the fitness and exercise-related equipment industry relating to NJPA's Member sectors (e.g., government, education, not-for-profit).

27) Provide your annual sales revenue for government (non-federal), K-12, higher ed, and not-for-profit sectors.

28) Demonstrate your go-to-market structure for each NJPA membership sector. Specifically, do you rely on dealer (or distributor) employees or on manufacturer representatives to serve the various NJPA member groups (e.g., government, education)?

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

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### 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.



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## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

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### Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

Yes                       No

---

### Section 5. Signatures

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
NJPA Executive Director Signature

\_\_\_\_\_  
Date



## 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://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](#)

Contract Award  
RFP # 120215

**FORM D**



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

EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES,  
INSTALLATION, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES 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: Life Fitness Date: 11/24/2015

Company Address: 9525 Bryn Mawr Ave

City: Rosemont State: IL Zip: 60018

Contact Person: Tim Moran Title: Manager - Education Sales

Authorized Signature (ink only):  ANDY BOGART  
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120215 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES

Life Fitness
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 January 19, 2016 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: [Signature] Dr. Chad Corsette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of January, 2016 NJPA Contract Number #120215-LFF

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 19th day of January, 2016 NJPA Contract Number #120215-LFF

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

Vendor Name Life Fitness

Vendor Authorized signature: [Signature] Andy Bogart
(Name printed or typed)

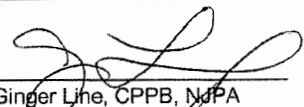
Title: Senior Director, Sales Operations


Executed this 10th day of February, 2016 NJPA Contract Number #120215-LFF

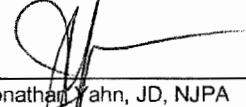
**Form G**

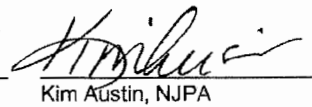
**Exercise, Fitness, and Rehabilitation Equipment with Related Accessories, Services, Installation, and Supplies**

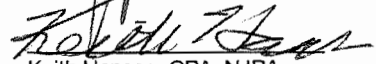
	Possible Points	Core Health & Fitness, LLC	Life Fitness	Precor, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	42	40	34
Pricing	400	305	315	313
Financial, Industry and Marketplace Successes	75	50	63	58
Bidder's Ability to Sell/ Service Contract Nationally	100	79	85	85
Bidder's Marketing Plan	50	40	38	37
Value Added Attributes	75	55	60	57
Warranty Coverages and Information	50	40	35	40
Selection and Variety of Products and Services Offered	200	145	164	163
<b>Total Points</b>	<b>1,000</b>	<b>756</b>	<b>798</b>	<b>785</b>

  
 \_\_\_\_\_  
 Ginger Line, CPPB, NJPA

  
 \_\_\_\_\_  
 Gregg Meierhofer, CPPO, NJPA

  
 \_\_\_\_\_  
 Jonathan Yahn, JD, NJPA

  
 \_\_\_\_\_  
 Kim Austin, NJPA

  
 \_\_\_\_\_  
 Keith Hanson, CPA, NJPA

Home > National Cooperative Contract Solutions > Become a Vendor > Current & Pending Solicitations > - EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, INSTALLATION, AND SUPPLIES

**National Cooperative Contract Solutions**

**- EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES**

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 # 120215 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. Details of this RFP are available beginning OCTOBER 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 DECEMBER 2, 2015 at 4:30 p.m. Central Time at the above address and opened DECEMBER 3, 2015 at 8:00 a.m. Central Time.

**Pre-Proposal Conference: November 18, 2015 at 10:00 am CT**  
**Sealed proposals due: December 2, 2015 at 4:30 pm CT**  
**Proposals will be publicly opened: December 3, 2015 at 8:00 am CT**

NJPA reserves the right to reject any and all proposals.

To Obtain RFP documents do one of the following:

1. E-mail [rpf@njpacoop.org](mailto:rpf@njpacoop.org), an email will be sent back to you with the documents
2. Send a letter of request to  
National Joint Powers Alliance:  
Attn: Contracts and Compliance Department  
202 12th Street NE, Staples, MN 56479
3. Complete the RFP Document Request Form below, this will redirect you to a page where you can get the documents immediately.

**RFP Document Request Form (this will redirect you to a page to download the documents):**

\*is a required field

Vendor Name *	<input type="text"/>
Vendor Address *	<input type="text"/>
Vendor City ^	<input type="text"/>
Vendor State ^	<input type="text"/>
Vendor Zip Code *	<input type="text"/>
Contact Name *	<input type="text"/>
Contact Email *	<input type="text"/>
Vendor Phone Number ^	<input type="text"/>
	<input type="button" value="Submit"/>

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Construction Contracting

Systems and Related Services

- RENTAL EQUIPMENT FOR

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FACILITY OPERATIONS.

- School Buses with Related

Parts and Services

- Janitorial Supplies and

Related Custodial Products

- Public Sector Administrative-

Related Software Solutions &

Technology Services

- Printing, Messaging, and

Related Communications

Products and Services

- EXERCISE, FITNESS, AND

REHABILITATION EQUIPMENT

WITH RELATED ACCESSORIES,

SERVICES, INSTALLATION, AND

SUPPLIES

Vendor Reference Guide

Contracts - General

Contracts - Fleet

Contracts - ezQC Construction

Cooperative Health

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FAQs

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Legal Authority

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---

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## Bid RFP #120215 - EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES

Bid Type **RFP**

Bid Number **120215**

Title **EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES**

Start Date **Oct 15, 2015 9:25:02 AM CDT**

End Date **Dec 2, 2015 12:00:00 AM CST**

Agency **NJPA**

Bid Contact **Ginger Line**  
(218) 894-5483   
ginger.line@njpacoop.org  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479-0219

### Questions

0 Questions  
[View/Ask Questions]

### Description

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 # 120215 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH

RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. Details of this RFP are available beginning

OCTOBER 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 DECEMBER 2, 2015 at

4:30 p.m. Central Time at the above address and opened DECEMBER 3, 2015 at 8:00 a.m. Central Time.

**Pre-Bid Conference**

Date **Nov 18, 2015 10:00:00 AM CST**

Location **EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES**

Notes **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 # 120215 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH**

**RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. Details of this RFP are available beginning**

**OCTOBER 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 DECEMBER 2, 2015 at**

**4:30 p.m. Central Time at the above address and opened DECEMBER 3, 2015 at 8:00 a.m. Central Time.**

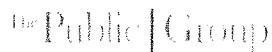
We request that you please register with the agency before viewing the bid documents.


This process takes only a couple of minutes. [Register with this agency]

**Documents**

No Documents for this bid

Customer Support: vendorsupport@publicpurchase.com | Copyright 1999-2015 © | The Public Group, LLC. All rights reserved.

The Public Group

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Document Request List: N/A

## EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION,

Disclaimer

### Header

<b>Reference Number</b>	PR346743
<b>Solicitation Number</b>	120215
<b>Buying Organization</b>	National Joint Powers Alliance
<b>Source ID</b>	PP.CO.U.SA.868485.C88455
<b>Associated Components</b>	Yes
<b>Non-disclosure Agreement</b>	Not required.

### Dates

<b>Published</b>	2015-10-15
<b>Revised</b>	
<b>Closing</b>	2015-12-02 04:30 PM Central Standard Time CST

**Details**

<b>Opportunity Access</b>	Open
<b>Category</b>	Miscellaneous Goods
<b>GSINS</b>	
<b>Region of Delivery</b>	Canada
<b>Agreement Type</b>	
<b>Tender Type</b>	Request for Proposal (RFP)
<b>Estimated Value</b>	
<b>Pre-bid Meeting</b>	Optional 2015-11-18 10:00 AM Central Standard Time CST Webcast Conference Call
<b>Site Visit</b>	Not Applicable
<b>Bid Security Required</b>	No

**Notice Description****EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION,**


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 # 120215 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. Details of this RFP are available beginning

OCTOBER 15, 2015. Proposals will be received until DECEMBER 2, 2015 at 4:30 p.m. Central Time at the above address and opened DECEMBER 3, 2015 at 8:00 a.m. Central Time.

**Contact(s)****Contracting Authority**

<b>Name</b>	Ginger Line
<b>Address</b>	202 12th Street NE PO Box 219
<b>City</b>	Staples
<b>State / Province</b>	MN
<b>Country</b>	United States
<b>Postal Code</b>	56479
<b>Phone</b>	(218)894-1930
<b>Fax</b>	(218)894-3045
<b>Email</b>	ginger.line@njpacoop.org
<b>Website URL</b>	

 [Print-friendly Version](#) < [Back](#)**Document Request List:** N/A**Awards:** [View](#)

Note: Web site links will be displayed when available. If you click a web site link, you will be connected to another web site. Your MERX session will timeout after 20 minutes of inactivity. Should this occur, please return to the MERX home page and log in to MERX again.

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# Home > List of Bids > Bid Information

**Bid Information**

**Pending Biddingo Approval**

**Bid Information for 120215**

<b>Bid Number</b>	120215	<b>Description</b>	EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES.
<b>Published By</b>	National Joint Powers Alliance	<b>Solicitation Type</b>	Open to all suppliers
<b>Contract Type</b>	RFP	<b>Procurement Name</b>	Procurement
<b>Published Date</b>	10/15/2015	<b>Closing Date</b>	12/02/2015 04:30:00 PM CT
<b>Country &amp; Province/State</b>	Ontario, Canada	<b>Region &amp; City</b>	
<b>Bid Type</b>	Goods	<b>Group</b>	
<b>Remind Notice Date</b>	Not Applicable	<b>Publsh Option</b>	
<b>NIGP Code</b>		<b>Value Range</b>	Not Applicable
<b>Accept questions</b>	N/A	<b>Tender Area</b>	

**Requirements**

<b>NDA Requirement</b>	N/A
<b>NOI Date</b>	N/A
<b>Site Meetings</b>	N/A

**Bid Advertisement**



**EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES.**

**120215**

**Closing Date: 12/02/2015 04:30:00 PM CT**

**Detail:**

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 # 120215 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. Details of this RFP are available beginning OCTOBER 15, 2015. Proposals will be received until DECEMBER 2, 2015 at 4:30 p.m. Central Time at the above address and opened DECEMBER 3, 2015 at 8:00 a.m. Central Time.

**Bid Document**

No Bid Document Selected

**Selected Categories (Biddingo Category)**


Unclassified Categories	Miscellaneous items
Miscellaneous	Bids located within this category are not classified in the existing Biddingo categories.
Sports Equipment/ Services	Basketballs, Helmets, Footballs, Gym Equipment, Lockers, Mats, Nets, Sports classes

**Attached Bid Documents**

Seq.	Name	Description	Size	Page	NDA Required	Preview Document
<b>FREE Electronic Distribution of Bid Document(s)</b>						
Doc. 1	Details may be obtained.docx	how to obtain rfp	12018	1		

**Invited Bidders**

Name / Email	Address	Phone	Fax
<b>No Bidder Invited</b>			

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AFFIDAVIT OF PUBLICATION

# DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principle Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**of # 120215 EXERCISE, FITNESS & REHABILITATION-RELATED EQUIPMENT, ACCESSORIES, SERVICES, I The National Joint Powers Alliance« (Njpa); Bid Location Staples, MN, Cass County; Due 12/02/2015 at 04:30 PM**

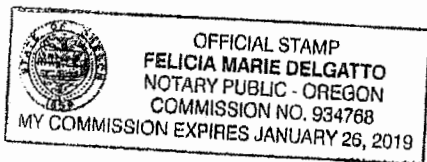
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

10/16/2015

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE **16th** DAY OF **October**, 2015

Michelle Ropp

  
Notary Public-State of Oregon

**THE NATIONAL JOINT POWERS ALLIANCE® (NJPA) #120215 EXERCISE, FITNESS & REHABILITATION-RELATED EQUIPMENT, ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES**

Proposals due 4:30pm, Dec. 2, 2015  
**REQUEST FOR PROPOSALS**

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 # 120215 EXERCISE, FITNESS & REHABILITATION-RELATED EQUIPMENT, ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. Details of this RFP are available beginning OCTOBER 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](mailto:RFP@njpacoop.org). Proposals will be received until DECEMBER 2, 2015 at 4:30 p.m. Central Time at the above address and opened DECEMBER 3, 2015 at 8:00 a.m. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertisin>

Published Oct. 16, 2015. 10889491

Ginger Line  
National Joint Powers Alliance  
202 12th St NE  
Staples, MN 56479-2438

Order No.: 10889491  
Client Reference No:

**NOTICE OF PROPOSAL**

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 # 120215 EXERCISE, FITNESS & REHABILITATION-RELATED EQUIPMENT, ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. Details of this RFP are available beginning OCTOBER 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 DECEMBER 2, 2015 at 4:30 p.m. Central Time at the above address and opened DECEMBER 3, 2015 at 8:00 a.m. Central Time. 2026260

THE STATE MEDIA CO., INC.  
Columbia, South Carolina  
publisher of  
**The State**

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

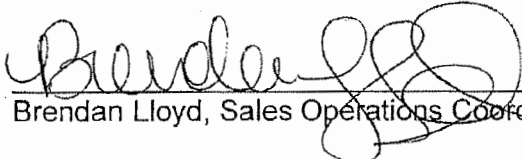
Personally appeared before me, Brendan Lloyd, Sales Operations Coordinator of THE STATE, and makes oath that the advertisement,

NOTICE OF PROPOSAL The National Joint Powers Alliance® (NJPA), on behalf of NJPA current and potential member agencies, which includes all governmental, higher 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 # 120215 EXERCISE, FITNESS & REHABILITATION-RELATED EQUIPMENT,

0002026260

was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

October 15, 2015

  
Brendan Lloyd, Sales Operations Coordinator

Subscribed and sworn to before me, Karen L. Book,

on this day, October 15, 2015

  
Notary Public

My commission expires  
September 25, 2016.

*"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."*

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FED. TAX I.D.# 87-0217663  
801-204-6910

Deseret News



The Salt Lake Tribune

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CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER	DATE
NATIONAL JOINT POWERS ALLIANCE, Accounting Dept PO BOX 219  STAPLES MN 56479	9001496962	10/15/2015

ACCOUNT NAME			
NATIONAL JOINT POWERS ALLIANCE,			
TELEPHONE	AD ORDER#	INVOICE NUMBER	
2188945483	0001055072	/	
SCHEDULE			
Start 10/15/2015		End 10/15/2015	
CUST. REF. NO.			
120215			
CAPTION			
REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of NJPA			
SIZE			
41	Lines	1.00	COLUMN
TIMES		RATE	
3			
MISC. CHARGES		AD CHARGES	
TOTAL COST			
93.97			

**REQUEST FOR PROPOSALS**  
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 nation-wide contract solution for the procurement of # 120215 SERVICES, FITNESS & REHABILITATION RELATED EQUIPMENT, ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. Details of this RFP are available beginning OCTOBER 15, 2015. Bids may be obtained by letter of request to Joyce from Utah, NJPA, 202 12th Street, Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFPI@njpa.org](mailto:RFPI@njpa.org). Proposals will be received until DECEMBER 2, 2015 at 4:30 p.m. Central time of the above address and opened on DECEMBER 3, 2015 at 8:00 a.m. Central Time.  
1055072 LPKLP

AFFIDAVIT OF PUBLICATION

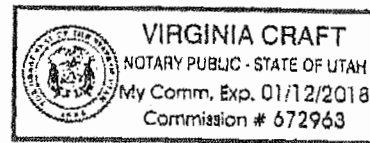
AS NEWSPAPER AGENCY COMPANY, LLC dba MEDIAONE OF UTAH LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all government** FOR **NATIONAL JOINT POWERS ALLIANCE**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba MEDIAONE OF UTAH, AGENT FOR THE SALT LAKE TRIBUNE AND DESERET NEWS, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 10/15/2015 End 10/15/2015

SIGNATURE *ADarkwell*

DATE 10/15/2015

**THIS IS NOT A STATEMENT BUT A "PROOF OF PUBLICATION"  
PLEASE PAY FROM BILLING STATEMENT**



*Virginia Craft*  
NOTARY SIGNATURE

# Nyong'o and cast shine bright in 'Eclipsed'

**NEW YORK** The particularly brutal ways in which women suffer during war could never be sufficiently documented, but the subject hasn't escaped the notice of playwrights in recent years. A standout example would be Lynn Nottage's *Ruined*, a Pulitzer Prize winner in 2009 for its daring lyrical portrait of sexual violence and its fallout in the Democratic Republic of the Congo.

Daniel Gurin's harrowing, hypnotic *Eclipsed*, which opened Wednesday off-Broadway at the Public Theater, is set around the same time and on the same continent, albeit many miles away. It's 2003, and as the former insurgent and future war-crimes convict Charles Taylor reigns over Liberia, opposing forces terrorize civilians and seize young girls from their families.



Armand, Nyong'o and Sengbloh play 'wives' of a warlord.

We meet three women in a ravaged shelter serving as a rebel army base camp. They are the "wives" of a commanding officer, and identify themselves in order of acquisition, as Nos. 1, 2 and 4. (No. 3 has fled to join the fighting

herself, but will turn up later.) Their names will be revealed, except for No. 4, who in the program is listed simply as "The Girl." She is played by Lupita Nyong'o, the stunning actress who earned an Academy Award

last year for portraying a similarly unfortunate young woman in *12 Years a Slave*.

Nyong'o, a Yale School of Drama alumna, may be the main attraction for celeb watchers (though fans of ABC's *The Walking Dead* also know Gurin for her work onscreen). But *Eclipsed* is by no means a star vehicle: The five characters in this play, all female, compel our attention equally, as do the vibrant, nuanced performances delivered under Lisa Tommy's muscular but tender direction.

The Girl evolves the most, allowing Nyong'o to show more range than she did in her Oscar-winning turn. When we meet her, shortly after she has been kidnapped, she seems as restless as she is frightened. The warlord's first and eldest captive, Helena, and his second, Bessie — respectively played by Saycon Sengbloh and Pascale Armand, both razor-

**ECLIPSED** Starting Lupita Nyong'o ★★★ The Public Theater

sharp and heartwrenching — try to console her when not nipping at each other.

We soon learn, however, that The Girl can read. A book detailing Bill Clinton's troubles post-Monica Lewinsky emerges — an amusing contrivance that gives the three women a chance to bond, and lets Nyong'o reveal glimmers of passion and cunning in her character.

But The Girl is still malleable, and desperate, and No. 3, later identified as Maima — played by a fierce Zainab Jah — re-enters the picture and prays on these qualities. As The Girl, under Maima's sway, is persuaded to become a fighter herself, Nyong'o shows us to devastating effect how she is transformed (at least nearly) through terror and denial.

## MARKETPLACE TODAY

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### NOTICES

#### LEGAL NOTICE

**IN THE MATTER OF THE COMPANIES ACT 1981 and**  
**IN THE MATTER OF SINGER SOURCES LTD.**  
NOTICE IS HEREBY GIVEN that a process to file above named Company's return to jurisdiction in Bermuda as per Section 137(3) of the Companies Act 1981 and conduct in the State of Delaware as if the Company had been incorporated under the laws of the State of Delaware.  
Dated this 15th day of September, 2015 at Hamilton Bermuda.  
By: Paul de la Beach Assistant Secretary - Beryl & Sharn

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### PUBLIC NOTICE

The National Joint Powers Alliance (NJPA), on behalf of NJPA and its constituent and potential member agencies, which includes all governmental, local, state, federal, tribal, and other public agencies located in all 199 states, Canada, and territories, requests the Requester for proposed change to track in a national database to be used for the procurement of a 2015 SUPP (see website beginning OCTOBER 15, 2015). Details may be obtained by visit of request to: National Joint Powers Alliance, 2001 13th Street, Westwood, P.O. Box 216, Spokes, WA 99116, or by email at: REP@njpa.org. Requests will be received until OCTOBER 21, 2015 at 4:30 p.m. Central Time at the above address and opened OCTOBER 23, 2015 at 8:00 A.M. Central Time.

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### NOTICES

**PUBLIC NOTICE**  
**MISSING**  
**JOHNATHAN SHAY**  
DOB: [redacted] Race: White  
Missing: [redacted] Male Brown  
Age: 10 yrs 11 mos  
Report: Saint James, MO  
NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN  
1-800-THE-LOST

## PUZZLES

### CROSSWORD

EDITED Timothy Puhke  
BY Mary Lenay

### ON ARRIVAL

**ACROSS**  
1 Immersed in water  
6 Circle easily  
10 Makes tracks?  
14 Thing made of buffalo skins  
15 Knitting stuff  
16 Creole pod  
17 Gibonite  
20 Lovelike dog  
21 Spoken through the nose  
22 Truck driver's compartment  
25 Ordinal number ending  
26 Pictures in the mind  
28 Black Sea city  
30 Point a finger at  
31 Go by horseback  
32 Light brown  
33 Race in a stalem  
36 Less control of the plane  
40 Patriot ad-on  
41 Doused, firefighters-style  
42 Doesn't feel well  
43 Cutting edge of a chisel  
44 Father Time's symbol  
46 Cebbled (with "down")  
49 Unit of electrical resistance  
50 Exaggerator's suffix  
51 Attend for no credits  
52 Passes over  
54 They don't stick to their parties  
60 U.S.S. Enterprise captain  
61 ... minute (here, I thought...)  
62 Vaudville production  
64 Calls in poker  
64 "Jabberwocky" opener  
65 Conary sound

**DOWN**  
1 Absorbed, as the cast  
2 Cyst skin  
3 Suitable to the occasion  
4 Slowly leak  
5 Many medial recipients  
6 Morill's partner  
7 Courtroom  
8 Career athlete  
9 Bring to a halt  
10 Excessive fondness  
11 An addict of the Russian tear  
12 Prickly bush  
13 "When Harry Met..."  
14 Trailing assistant  
15 Tooth protector  
16 Cardigan online  
17 Bye, in Barcelona  
18 Darken, as vision  
19 Great epic  
20 Star of Bethlehem followers  
21 One with a sixty-term  
22 Kind of pain or nut  
23 ... on a true story?  
24 Railroad track fastener  
25 Volleyball winners  
26 App blowup  
27 Row like molasses  
28 ly  
29 Beef concoction  
30 Frequently, in rhyme  
31 Formal promise  
32 Day of anticipation  
33 Feel regret over  
34 Collector's collection

### WORD ROUNDUP

By David L. Hoy and Jeff Knaack  
10/15  
Find and Circle:  
Ten country capitals  
"Cool" number (straight name)  
Beetles drummer (last name)  
Two four-letter currencies  
1 Bank or Tikon  
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### QUICKCROSS

By John Williams  
10/15  
NWA member, fra...  
On the bony...  
French city  
Beech...  
Summer gateway  
Employer of something...  
Break letter  
NWA member...E

### UP & DOWN WORDS

By David L. Hoy and Russell L. Hoy  
10/15  
1. KEEP  
2.  
3.  
4.  
5.  
6.  
7.  
BOARD  
Class:  
1. Curious to search  
2. Improving, as an outlook  
3. One deck  
4. 2008 in Cuba name  
5. Start of the weekend  
6. Place to take an evening class  
7. Playroom center fire  
Wednesday's Answer:  
DIE HARD  
ROCK  
CANDY  
CAKE  
SUGAR  
DOWN  
OVER

### WEDNESDAY'S ANSWER

43 Accelerates (with "up")  
44 Blode, in the joint  
45 'S coming to America  
46 Potato containers  
47 kepo, Maria or Pierro  
48 Have great affection for  
49 Plural of  
50 lo-Across  
51 Buenos (Italian greeting)

### SUDOKU

Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 no repeats.  
5 2 4 9 3  
2 9 8 3  
3 2 7 5 8  
9 7 5 9 7  
1 6  
4 2 5 9  
4 7 9 8 2

### SUDOKU FUSION

Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 no repeats.  
4 2 3  
2  
5 3 4  
4 1 5  
1 3 5

### DON'T QUOTE ME!

Rearrange the words to complete the quote.  
"Water Abolish British like about his life."  
66 HAS A THE 99  
ICANT THE  
"Water Abolish British like about his life."  
Washed by John Williams. To play more puzzles, visit us at [www.usatoday.com](http://www.usatoday.com).

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

Proposal Opening Witness

Date of opening: December 3, 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 #120215 for the procurement of EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES

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 include documents with original signatures that were required?

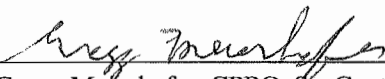
Responses were received from the following:

- Core Health & Fitness, LLC – received 12/1/15 at 12:02pm**  
Bidder deemed responsive
- Life Fitness – received 11/30/15 at 11:36am**  
Bidder deemed responsive
- Precor, Inc. – received 12/2/15 at 4:01pm**  
Bidder deemed responsive


WITNESSES:

  
 \_\_\_\_\_  
 Ginger Line, CPPB, Sr. Contract Procurement Analyst, NJPA

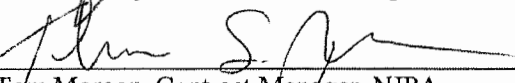
12/3/15

  
 \_\_\_\_\_  
 Gregg Meyerhofer, CPPO, Sr. Contract Products & Pricing Analyst, NJPA


12-3-15

  
 \_\_\_\_\_  
 Jonathan Yarn, Contracts and Compliance Manager, NJPA

12/3/15

  
 \_\_\_\_\_  
 Tom Morgan, Contract Manager, NJPA

12-3-15

  
 \_\_\_\_\_  
 Sheila Christoffersen, Procurement Support Specialist, NJPA

12-3-15

  
 \_\_\_\_\_  
 Kim Austin, Contract Procurement Analyst, NJPA

12/3/15



**COMMENT AND REVIEW**

To the  
REQUEST FOR PROPOSAL (RFP) #120215  
Entitled

**EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES,  
INSTALLATION, AND SUPPLIES**

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on October 16, 2015, in South Carolina's *The State* on October 15, 2015, in Utah's *The Salt Lake Tribune* on October 15, 2015, in *USA Today* on October 15, 2015, and on the NJPA website [www.njpacoop.org](http://www.njpacoop.org), Onvia website [www.onvia.com](http://www.onvia.com), Notice to Bidders website [www.noticetobidders.com](http://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 # 120215 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES. Details of this RFP are available beginning OCTOBER 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](mailto:RFP@njpacoop.org). Proposals will be received until DECEMBER 2, 2015 at 4:30 p.m. Central Time at the above address and opened DECEMBER 3, 2015 at 8:00 a.m. Central Time.*

RFPs were requested from and distributed to:

A.Y.S. Premier Services LLC	Legacy Fitness Products
Advanced Fitness Solutions	Life Fitness
Advantage Fitness Sales Inc.	LifeTec Inc.
Aegis Fitness Solutions LLC	Medical Device Depot, Inc.
Alaska Fitness Equipment	Medical Dynamics
Bailey Manufacturing Company	M-F Athletic & Perform Better
Best Priced Products	MSEC Co.
Brigadoon Fitness	Muscle Up
BSN Sports	My Turn Playsystems
Club Fitness Equipment	National Fitness Products of Canada
Construction Journal	Neurogym Technologies
Core Health and Fitness, LLC	Patterson Medical Canada Inc.
Dotmar Fitness Equipment Inc.	Play 4 Life
Education Intelligence, Inc.	Power Systems, LLC
eLifeguard, Inc.	Precor, Inc.
eRepublic	Products Unlimited Inc.

FDF Group	ProMaxima Strength & Conditioning
Fitness Depot	Push Pedal Pull
Fitness Experience	RangeMaster Shoulder Therapy
FitNet Purchasing Alliance	School Specialty
FLR Sanders, Inc.	Shade Systems, Inc.
Foundation Fitness	Sorenix Exercise Equipment
Full Contact Sports Inc.	STAK Fitness
Gill Athletics	Strength Equipment
Gopher Sport	T & T Sportsman's Shop
Ironcompany.com	Technogym
ISQFT + BidClerk	

Proposals were opened on December 3, 2015 at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479. Proposals were received from the following:

Core Health & Fitness, LLC  
 Life Fitness  
 Precor, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

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

**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.

Life Fitness offered a complete line of fitness, recreational and rehabilitation equipment including treadmills, stair climbers, upright and recumbent bikes, cable systems, free weights, and a wide range of accessories. Life Fitness offers a large sales and service force and experience within the industry. They also offered competitive pricing.

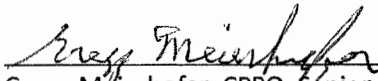
Precor, Inc. offered treadmills, elliptical trainers, upright bikes, recumbent bikes, stair climbers, cardio entertainment products, and free weight stations, among other options. They have a large sales and service force for our members' needs.

For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #120215 to

Life Fitness	120215-LFF
Precor, Inc.	120215-PCR

The preceding recommendations were approved at the January 19, 2016 Board meeting.

  
 \_\_\_\_\_  
 Ginger Line, CPPB, Senior Contract Procurement Analyst



Gregg Meierhofer, CPPO, Senior Contract Product & Price Analyst



Keith Hanson, CPA, NJPA Accounting Manager



Jonathan Yahn, JD, Contracts and Compliance Manager



Kim Austin, Contract Procurement Analyst



Home > Cooperative Purchasing > Contracts - General > Healthcare, Fitness & Medical Related Solutions > Life Fitness



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

#### HOW TO PURCHASE

Our step-by-step guide



#### Vendor Contact Info

Tim Moran

Direct Phone: 847-922-0344

[tim.moran@lifefitness.com](mailto:tim.moran@lifefitness.com)

[www.lifefitness.com](http://www.lifefitness.com)

## Life Fitness

### Contract Related Questions

Tom Morgan

Contract Administrator

218-895-4119

[Tom.Morgan@NJPAcoop.org](mailto:Tom.Morgan@NJPAcoop.org)

Lindsey Meech

Contract Administration Specialist

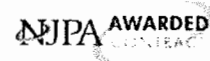
218-895-4123

[Lindsey.Meech@NJPAcoop.org](mailto:Lindsey.Meech@NJPAcoop.org)

### Membership Related Questions:

For membership related questions, click the link below to access the NJPA membership team. You will find full contact information at the bottom of the page. Questions regarding this specific contract should be directed to the NJPA employee(s) identified in the "Contract Related Questions" section above.

<http://njpa.co/membership>



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

8th

day of

November

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 Adopt-A-Road application for Nebo Cemetery Road in the name of The Friends of Hugh Hodler.

Done this 8th day of November, 2016.

ATTEST:

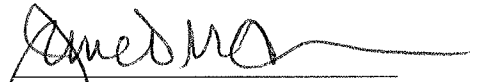
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

Boone County Public Works  
Adopt-A-Road Application & Information Sheet

Road Name: Nebo Cemetery Road

Agreement  
Renewal Date: \_\_\_\_\_  
(to be completed by BCPW)

Starting Point: North end, Nebo Cemetery Rd

Ending Point: South end, Nebo Cemetery Rd.

Adopt-A-Road Sign Requested:  YES  NO

Organization Name: Friends of Hugh Hodler  
(As you wish for it to appear on the Adopt-A-Road Sign, if requested)

Contact Person: Paul Brugmann Title: \_\_\_\_\_

Address: 3601 S. Nebo Cemetery Rd City: Columbia Zip: 65203

Phone # 1: 573-445-8047 Phone # 2: 573-999-1878 FAX: \_\_\_\_\_ Email Address: paulbrugmann@gmail.com

Please Indicate Preferred Method of Contact:  Email  Telephone  FAX  U.S. Postal

Alternate Contact Person: Jeanne Erickson Title: \_\_\_\_\_

Address: 3350 Nebo Cemetery Rd. City: Columbia Zip: 65203

Phone # 1: 573-445-5446 Phone # 2: 573-289-3811 FAX: \_\_\_\_\_ Email Address: jeanneinmo@gmail.com

Please Indicate Preferred Method of Contact:  Email  Telephone  FAX  U.S. Postal


Participants must agree to follow these guidelines at all times:

**DO**

- Wear a safety vest
- Be aware of oncoming traffic
- Be cautious when crossing roadways
- Stay clear of construction projects, mowing operations and maintenance activities
- Work only during daylight hours
- Have at least one adult supervisor for every 5 participants age 13 to 17 and one adult supervisor for every 4 participants age 6 to 12. Children under age 6 may not participate.

**DO NOT**

- Work during bad weather, extreme temperatures and peak travel times
- Participate in horseplay or activity that might distract drivers
- Pick up, remove the lid from, shake or even touch any hazardous substances, like syringes or drug-making equipment, or any other suspicious litter. Instead, mark the area in some way and call the Department of Public Works or Boone County Sheriff.
- Trespass on private property.

  
Signature (Contact Person)

11/1/16  
Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

November Session of the October Adjourned

Term. 20 16

In the County Commission of said county, on the 8th day of November 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 request by Keeven Columbia LLC on behalf of Smarr Family Farms to approve a Final Development Plan for Smarr Family Farms M-LP Planned Development on 20.75 acres, more or less, located at 4949 W I-70 Dr NW, Columbia, MO.

Done this 8th day of November, 2016.

ATTEST:

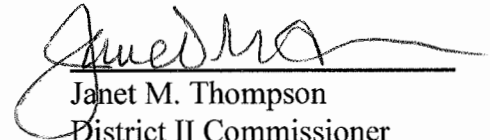
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

November Session of the October Adjourned

Term. 20 16

In the County Commission of said county, on the

8th

day of

November

20

16

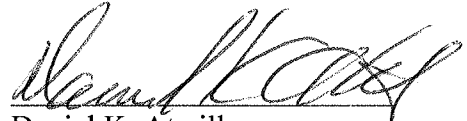
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Ri-Mor Topsoil LLC for an agri-business involving topsoil management including harvesting, conditioning and stockpiling on 52.5 acres located at 5353 Cunningham Dr., Columbia, MO.

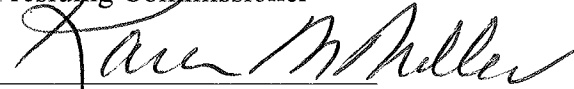
Done this 8th day of November, 2016.

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

# CONDITIONAL USE PERMIT BOONE COUNTY, MISSOURI

**PROPERTY OWNER:** Ri-Mor Topsoil LLC

**ADDRESS:** 5353 Cunningham Dr., Columbia, MO 65202

**LEGAL DESCRIPTION:** SW1/4 Sec 5, Twp 48 N, Rge 13 W.

**TAX PARCEL:** 16-102-05-00-013.00

**ZONING:** A-2 (Agriculture)

**DATE APPROVED:** 11/1/2016

**CONDITIONAL USE:** Topsoil management, harvesting, conditioning and stockpiling

**CONDITIONS OF APPROVAL:**

1. Hours of operation shall be limited to
  - Monday through Friday 7 AM to 7 PM
  - Saturday 8 AM to 3 PM
  - No operation Sunday
  - No operation on New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day
2. A land disturbance permit shall be acquired prior to any earth moving on the site. The permit shall specifically identify the portion of the site where topsoil is to be removed on an annual basis.
3. When the topsoil removal site is adjacent to Perche Creek the stream buffer shall be staked so as to prevent removal of soil from within the stream buffer.
4. The operator shall employ the use of management practices to prevent mud, dirt or debris from being deposited on public roads to the satisfaction of the Director of Resource Management.
5. The operator shall maintain the access road in a dust free condition to the satisfaction of the Director of Resource Management.
6. This location shall be used as an overflow location. The total number of loads shall be limited to no more than 30 loads in any given day and to 100 loads in any given 7 day period.
7. This permit expires in one year.
8. Applicant must re-apply for and receive a new conditional use permit in order to continue operations.

**EXPIRATION DATE:** Permit expires one year after date of approval – 10/31/2017

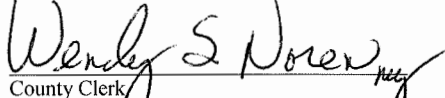
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## ORDER OF APPROVAL

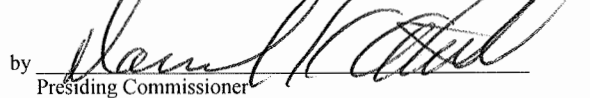
The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above.

This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:

  
County Clerk

BOONE COUNTY, MISSOURI  
BOONE COUNTY COMMISSION

by   
Presiding Commissioner

APPROVED:

  
Director, Boone County Resource Management Department

Dated: 11-8-16

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

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**Additional Findings: N/A**

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

8th

day of November

20 16

In the County Commission of said county, on the

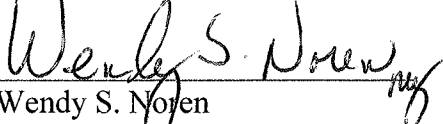
the following, among other proceedings, were had, viz:

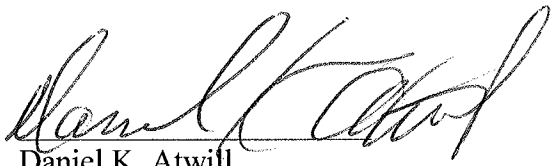
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department to establish revenue and expenditures for the FY 2016 Edward Byrne Memorial Justice Assistance Grant.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2536	71250	Justice Assistance Grant FY16	Fed Grant Pmt to subrecipient		21,705
2536	92300	Justice Assistance Grant FY16	Machine & Equipment		14,470
2536	3411	Justice Assistance Grant FY16	Federal Grant Reimb		36,175
					72,350

Done this 8th day of November, 2016.

ATTEST:

  
 Wendy S. Noyen  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 District II Commissioner



# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

9/29/16

**EFFECTIVE DATE**

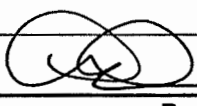
**FOR AUDITORS USE**

(Use whole \$ amounts)  
Transfer From      Transfer To  
Decrease              Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2536	71250	Justice Assistance Grant FY16	Fed Grant Pmt to subrecipient		21,705
2536	92300	Justice Assistance Grant FY16	Mach & Equip		14,470
2536	3411	Justice Assistance Grant FY16	Federal Grant Reimb		36,175
				-	72,350

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

To establish revenue and expenditure for Justice Assistance Grant.



**Requesting Official**

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: *Establish FY2016 JAG Budget*

Agenda

*[Handwritten Signature]*  
Auditor's Office

*[Handwritten Signature]*  
PRESIDING COMMISSIONER

*[Handwritten Signature]*  
DISTRICT I COMMISSIONER

*[Handwritten Signature]*  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

**Boone County Sheriff's Department and the Columbia Police Department**

**FY 2016 Edward Byrne Memorial Justice Assistance Grant: 2016-H3061-MO-DJ**

**Budget Detail Worksheet and Budget Narrative:**

This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2016 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.

Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split two ways between the Boone County Sheriff's Department and the City of Columbia Police Department.

The County of Boone and the City of Columbia have an agreement pending due process that defines us as disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Sheriff's Department, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$14,470.00 (40%) of the total \$36,175.00 local award. The City of Columbia will receive the balance of \$21,705.00 (60%).

Boone County and the City of Columbia are aware the allocation is \$36,175.00. We are aware a match is not required. The City of Columbia included \$2,127.00 to expand justice funds to purchase the radios listed in the budget. The County of Boone included \$1,139.00 to expand justice funds to purchase the radios listed in the budget.

The funds will be allocated for the following items under the category of equipment due to our local capitalization policy for classification of equipment. Costs for the equipment listed below were obtained from our current contract holder using existing competitively bid cooperative contract pricing.

**Budget Detail:**

<u>Category</u>	<u>Amount</u>
<b>A. Personnel</b>	\$0.00
<b>B. Personnel Benefits</b>	\$0.00
<b>C. Travel</b>	\$0.00
<b>D. Equipment</b>	

**Boone County Sheriff's Department Portable Radio Communications Program:**

Motorola APX-6000 Model 2.5 – 6 @ \$2,601.50 each \$15,609.00

**Columbia Police Department Digital Portable Radio Communications Program :**

Motorola APX 6000 Model 1.5 – 10 @ \$2,383.20 each \$23,832.00

**E. Supplies** \$0.00

**F. Construction** \$0.00

**G. Consultants/Contracts** \$0.00

**H. Other Costs** \$0.00

**I. Indirect Costs** \$0.00

**Budget Summary:**

**A. Personnel** \$0.00

**B. Personnel Benefits** \$0.00

**C. Travel** \$0.00

**D. Equipment** \$39,441.00

**E. Supplies** \$0.00

**F. Construction** \$0.00

**G. Consultants/Contracts** \$0.00

**H. Other Costs** \$0.00

**I. Indirect Costs** \$0.00

**Local match** \$3,266.00

**Federal Request** \$36,175.00

**Total budget for all programs including local match** \$39,441.00

If awarded these grant funds, items already on bid or below the bid threshold will be ordered as soon as funds are received and local budgets are established. Items that are not currently on bid will be sent through "Request for Proposal" or "Request for Bid" process in accordance with both the City of Columbia and the County of Boone Purchasing Policies. If the vendor is determined to be a sole source provider, local procurement policies for sole source purchases will be followed. Both entities will procure the equipment items listed above in the most cost effective manner possible.



**U.S. Department of Justice**

Office of Justice Programs

Bureau of Justice Assistance

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Office of Justice Programs

*Washington, D.C. 20531*

August 29, 2016

Commissioner Daniel Atwill  
Boone County  
801 East Walnut  
Columbia, MO 65201-7732

Dear Commissioner Atwill:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$36,175 for Boone County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Veronica Munson, Program Manager at (202) 514-7710; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell  
Director

Enclosures



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Boone County 801 East Walnut Columbia, MO 65201-7732		4. AWARD NUMBER: 2016-DJ-BX-0842	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019	
2a. GRANTEE IRS/VENDOR NO. 436000350		6. AWARD DATE 08/29/2016	7. ACTION Initial
2b. GRANTEE DUNS NO. 182739177		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Boone County & City of Columbia FY 2016 Byrne JAG Budget Assistance Project		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD	\$ 36,175
		11. TOTAL AWARD	\$ 36,175
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Daniel Atwill Commissioner	
17. SIGNATURE OF APPROVING OFFICIAL		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES		21. RDJUGT0610	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.
		OFC.	SUB.
			POMS
			AMOUNT
X	B	DJ 80	00 00 36175

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

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 30<sup>th</sup> 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.

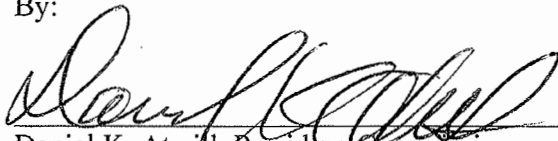
**Section 5.**

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. Dykhous, County Counselor

**CITY OF COLUMBIA, MISSOURI**

By:   
Mike Matthes, City Manager

ATTEST:

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Nancy Thompson, City Counselor



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

8th

day of

November

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, Missouri and Job Point.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement for Vocational Skills Training.

Done this 8th day of November, 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



## AGREEMENT FOR VOCATIONAL SKILLS TRAINING

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**THIS AGREEMENT** dated the 8th day of November, 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri, through the Boone County Commission, hereinafter called "County", and **Job Point**, a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **Job Point**.

**WHEREAS**, as part of an amendment to the lease agreement dated December 27, 2006, between Boone County Hospital and Barnes Jewish Christian, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

**WHEREAS**, the County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental, and social well-being to cultivate a safe and healthy community.

**WHEREAS**, the County recognizes a need for vocational skills training for low to moderate income residents referred to the Alternative Sentencing Courts from the Boone County Circuit Court; and

**WHEREAS**, Job Point represents that Job Point has the resources, skills, and experience to provide high quality vocational skills training to residents of Boone County in the areas of carpentry, construction, heating, ventilation, and air conditioning, and other related skills; and

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

### FUNDING ALLOCATION FOR SERVICES RENDERED BY JOB POINT

Job Point is expected to the greatest extent possible to maximize funding from all other sources. Job Point shall periodically, upon request, furnish to the County information as to its efforts to obtain such other sources of funding. Job Point shall only request reimbursement for services not reimbursable by any other source. Job Point shall not invoice the County for services invoiced to another funding source. Job Point shall provide documentation and assurance to the County that requests for reimbursement from the Community Health Fund is not a duplication of reimbursement from any other source of funding.

1. **Contract Documents.** This agreement shall consist of the Strategic Innovation Opportunity Application submitted by Job Point which is attached hereto and incorporated herein for reference. In the event of a conflict, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over the Strategic Innovation Opportunity Application.

2. **Purchase.** The County agrees to provide funds for scholarships to provide training for low to moderate income Columbia residents referred to the Alternative Sentencing Courts from the Boone County Circuit Court for vocational skills training in the area of construction. Scholarship funds are available for four individuals at a maximum of \$4,000 per individual. The total allowable compensation under this agreement shall not exceed **\$16,000.00** unless compensation for specific identified additional services is authorized and approved by the County in writing in advance of rendition of such services for which additional compensation is requested. Eligible trainings include the following:

- a. National Center for Construction Education and Research (NCCER) Core
- b. NCCER Level 1 Carpentry
- c. Heavy and Highway Construction Level 1
- d. National Flagging Certification Training
- e. CDL Class B License Training
- f. Level 1 HVAC
- g. Level 2 HVAC
- h. First Aid CPR
- i. OSHA 10
- j. EPA-608

3. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through December 31, 2017 subject to the provisions for termination specified below.

4. **Billing and Payment.** All billing shall be invoiced to County monthly by the 10<sup>th</sup> of the month following the month for which services were completed. The County agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. 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 Job Point, 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.

5. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the County. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the County shall have no obligation to continue payment.

## REPORTING, MONITORING, AND MODIFICATION

6. **Reporting.** Job Point agrees to submit to the County a report regarding utilization of vocational skills training scholarships at the conclusion of the contract on December 31, 2017. The report should include, at a minimum, the following data: number of unduplicated individuals served, client demographic information (gender, age, race/ethnicity, income, and age), training attendance of each beneficiary, the number of persons successfully completing each training and the number of persons attaining employment or additional education as the result of training and any data deemed appropriate by the County. Job Point agrees to submit its report in a format determined by the County. Payments may be withheld from Job Point if reports designated here are not submitted on time, until such time as the reports are filed and approved.

7. **Audits.** Job Point also agrees to make available to the County a copy of its annual audit within four months after the close of Job Point's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the County requires that the management report of any audit as it relates to County program activities be made available to County as part of the required audit. Payment may be withheld from Job Point, if reports designated here are not made available upon request. Audits shall be uploaded to the Organization Profile in the Apricot System and continually kept up to date.

8. **Monitoring.** Job Point agrees to permit the County, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the County to monitor, survey and inspect Job Point's services, activities, programs and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, Job Point hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the County or its designee(s) all records, facilities and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of Community Health Funds and all other matters set forth in the contract.

9. **Modification or Amendment.** In the event Job Point requests to make any change, modification, or an amendment to funded services, one-time items, activities and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the County Commission for approval. A board resolution from Job Point may be required with the request.

## OTHER TERMS OF THIS CONTRACT

10. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Community Health Fund shall be investigated in accordance with Job Point's policies and procedures and in accordance with any local/state/federal regulations. Job Point agrees to notify the County through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the County of any substantiated allegations Job Point must comply with Missouri law regarding confidentiality of client records.

11. **Discrimination.** Job Point will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws, County or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

12. **Community Health Fund to be used for Services Provided.** Job Point agrees that the Community Health Funds shall be used exclusively for vocational skills training for clients referred by Boone County's Alternative Sentencing Courts.

13. **Accreditation/Licensure/Certifications.** All organizations must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

14. **Conflict of Interest.** Job Point agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and Job Point, and this shall include any transaction in which Job Point is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

15. **Subcontracts.** Job Point may enter into subcontracts for components of the contracted service as Job Point deems necessary within the terms of the contract. All such subcontracts require the written approval of the County or their designated representative. In performing all services under the resulting contract agreement, the Job Point shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

16. **Employment of Unauthorized Aliens Prohibited.** Job Point agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Job Point shall require each subcontractor to affirmatively state in its Agreement with the Job Point that the subcontractor shall not knowingly employ, hire for employment or

continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Job Point a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

17. **Litigation.** Job Point agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Job Point or any individual acting on the Job Point's behalf, including subcontractors, which seek to enjoin or prohibit Job Point from entering into this contract agreement of performing its obligations under this agreement.

18. **County Ownership.** If Job Point ceases to be funded by the County or ceases to provide programs and services to address community health needs pursuant to this contract, all capital equipment, materials, and buildings purchased with Community Health Funds shall be returned to Boone County unless so otherwise approved by a majority vote of the County. In addition, if Job Point no longer uses capital equipment, materials, or buildings purchased with Community Health Funds for its original intent, Job Point will need County approval to re-direct the use of such.

19. **Failure to Perform/Default.** In the event Job Point, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the County, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to Job Point as set out herein. This contract will be terminated at the option of the County.

20. **Termination.** County may terminate this agreement at will by giving at least 30 days prior written notice to the Job Point. This agreement may be terminated by the County upon 15 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 County delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of County, or

c. County may terminate this agreement should the Job Point fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

21. **Indemnification.** To the extent permitted under Missouri law, Job Point agrees to hold harmless, defend and indemnify the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Job Point (meaning anyone, including but not limited to consultants having a contract with the Job Point or subcontractor for part of the services), or anyone directly or indirectly employed by Job Point, or of anyone for whose acts Job Point 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 negligence.

22. **Publicity by the Organization.** Job Point shall notify the County of contact with the media regarding Community Health Fund funded programs or profiles of participants in Community Health Fund funded programs. Job Point will acknowledge the County as a funding source whenever publicizing Community Health Fund funded programs. Job Point will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. Job Point agrees to acknowledge the Community Health Fund as a funding source on all written and electronic publications including brochures, letterhead, annual reports and newsletters.

23. **Independence.** This contract does not create a partnership, joint venture or any other form of joint relationship between the County and Job Point. The County does not recognize any of the Job Point's employees, agents or volunteers as those of the County.

24. **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.

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

26. **Record Retention Clause.** Job Point shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of the this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

27. **Notice.** Any written notice or communication to the County shall be mailed or delivered to:

Boone County Community Services  
605 E. Walnut, Ste. A  
Columbia, MO 65201

Any written notice or communication to the Job Point shall be mailed or delivered to:

Job Point

Job Point  
Steven A. Smith, President and Chief Executive Officer  
400 Wilkes Blvd  
Columbia, MO 65201

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

**Job Point**

**Boone County, Missouri**

By: Boone County Commission

By: Steven A. Smith  
Signature

Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

By: Steven A. Smith  
Printed Name/ Title President CEO

APPROVED AS TO FORM:

CJ Dykhouse  
CJ Dykhouse, 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 this contract do not create a measurable County obligation at this time.)

Jane Pitchford by jpy 10/26/2016 (2130/71100/\$16,000)  
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer



**STRATEGIC INNOVATION OPPORTUNITY**  
**CONCEPT PAPER COVER SHEET**

**Applicant Information**

Organization Name: Job Point

Federal EIN Number: 43-0887032

Organization Type (choose one):  tax-exempt/not-for-profit  governmental

Address: 400 Wilkes Boulevard

City, State, Zip Code: Columbia, MO 65201

Name of Executive Director of Organization: Steven A. Smith

Telephone: 573-819-5269 Email Address: steves@jobpoint.org

Website: www.jobpoint.org

**Project Information**

Project Title: Sequential Intercept Mapping Boone County Jail Referral Program

Amount Requested: \$ 40,000 Total Project Cost: \$ 75,000

Are funds requested all or part of a required match for a grant?  Yes  No

Briefly describe how these funds will be used:

Partial scholarships for individuals referred to Job Point training programs. Average scholarship is \$7500 per student. MO Dept of Transportation will provide \$3500 per student. Ten referrals have been made to date by Boone County. This gap funding will allow initial service until longer term funding is secured.

Is there any other organization other than the applicant acting as a fiscal agent for this project?

Yes  No

If yes, please indicate the following:

Name of Fiscal Agent Organization: NA

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name of Project Director (if different from Executive Director): \_\_\_\_\_

Project Director Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**PROJECT NAME/DESCRIPTION:** Job Point's Sequential Intercept Mapping (Boone County Jail Referral) Program will provide occupational skills training in the Trades Industry and career readiness for Boone County residents who are being released from the Boone County Jail. It is expected participants will be referred by the Alternative Court System directly to Job Point's training programs. These short-term programs are designed to quickly prepare individuals for high-growth, high-wage industries in as little as 16 weeks. Industry-recognized curricula from National Center for Construction Education and Research will be utilized. Introductory Craft Skills will comprise the first four weeks for all three programs, providing a foundation for trades including: basic safety; introduction to construction math, hand tools, power tools and construction drawings; basic rigging (ropes, chains, hoists, loaders, and cranes), basic communication skills, basic employability skills and introduction to materials handling. In addition, students will obtain certification in OSHA-10, CPR and First Aid. Students will be provided with all necessary hand tools. Each program includes an invaluable on-the-job internship. Carpentry Level One offers additional modules as a stackable credential. These include floor systems, framing, windows and doors and basic stair layout. Heating, Ventilation & Air Conditioning (HVAC) Level One offers Basic Electricity; Intro to Heating, Cooling and Air Distribution Systems; Basic Copper and Plastic Piping Practices; Soldering and Brazing; and Basic Carbon Steel Piping Practices. HVAC Level Two students will receive instruction in Leak Detection, Evacuation, Recovery, & Charging; Chimneys, Vents & Flues; Troubleshooting Gas Heating and Cooling Systems; Introduction to Control Circuits and EPA-608 (handling of Freon). Furthermore, graduates will earn an Apprentice License and 400 hours toward a Journeyman License, as approved by the City of Columbia. Highway/Heavy Construction (HHC) Level One

offers trucks, heavy equipment, cranes and forklifts, below grade construction, earthmoving, plant operations, paving, structures, teamwork, following directions, planning and scheduling, problem solving, inspecting, examining and recording, craftsmanship. Graduates will also receive Flagger certification; Commercial Driver's License (CDL) Permits and have the opportunity to test for a CDL License. Furthermore, assisting persons served to develop soft skills required to enter and be successful in today's workforce will be instrumental. Career Readiness Training will support all project participants in their job search. Training is designed to enhance job search, work habits and job retention abilities through the following areas: self-esteem, motivation, barriers to employment and retention, job search methods and image, resumes, application and interviews and communications.

**PROBLEM OR COMMUNITY NEED BEING ADDRESSED:** The community need is evident through the following distressing data. Boone County's poverty rate stands at 20.1% vs. the national rate of 15.6% (US Census Data 5-Year Estimate, 2014). Columbia's crime index is 1847.99 as compared to the national index at 1669.05 as of 2014 (USA.com). Recidivism for the State of Missouri in FY2013 was 22.1% (Department of Corrections, A Profile of the Institutional and Supervised Offender Population, June 2014). Furthermore, black households in Columbia on average earn 60% of the average income of white households, and Boone County had the highest disproportionate minority contact rate (with the juvenile justice system) in the State for 2013 (Columbia Daily Tribune, 6/12/2016). The workforce for construction trades nationwide is quickly aging. A 26% growth rate is expected through 2020 for Carpentry. Houses built during boom times will require replacement of HVAC systems within 15-20 years. Furthermore, a growing emphasis on energy efficiency means the need for HVAC technicians is great (20%

growth). Job Point's Highway/Heavy Construction training (16% growth) is in demand both by potential students and contractors. Columbia's positioning at the intersection of two major thoroughfares, Interstate 70 and US Route 63 supplies ample opportunity for highway projects (Missouri Economic Research Information Center). However, feedback received through Job Point's focus groups with employers consistently indicates contractors are not able to find qualified workers, and Trades employers are generally much more accepting of prior legal histories than most other industries.

**TARGET POPULATION:** It is expected individuals served will be age 17+, of all ages and races; both male and female. In fiscal year 2015, characteristics for Job Point's skills training programs were 60% African American and 59% male. It is anticipated a myriad of barriers will be present. In addition to his/her legal record; and probation/parole, economically disadvantaged and unemployment status, additional characteristics may likely include: limited marketable skills, job seeking deficits, lack of personal transportation, no high school diploma, disability, dependent children, history of substance abuse and homelessness.

**NUMBER OF PERSONS TO BE SERVED:** Ten (10) Boone County residents are expected to access a full scholarship to participate in one of Job Point's Trades training programs through the proposed project.

**PROJECTED OUTCOMES:** The project will enhance the local economy by helping people who are unemployed to enter the workforce and become tax-paying citizens, rather than relying on social service hand-outs. Employment and training are widely considered the most effective factors in prevention of recidivism, as seen in the success of Missouri's Reentry Program. For FY2005 to FY2012, recidivism decreased from 29.1% to 20.8% (Department of Corrections, A

Profile of the Institutional and Supervised Offender Population, June 2014). The net gain to society for each individual who breaks the poverty and incarceration cycles is hard to measure but easy to see.

**TIMELINE:** Given the immediate need, our project period is set at July 2016 to June 2016.

**ORGANIZATION DESCRIPTION:** Job Point is Mid-Missouri's premier employment center. Since 1965, we have been linking people and jobs by providing career planning, occupational skills training and job placement assistance. We specialize in preparing individuals to enter the workforce, while meeting a critical need of the business community. Our services provide people a "hand up" rather than a "handout". Programs are custom designed to prepare each individual to successfully meet the challenges of an ever-changing labor market. Job Point is incorporated as a 501(c)3 organization, focusing its resources on creating opportunities for persons with economic disadvantages, disabilities and other barriers to employment. Headquartered in Columbia, Missouri, Job Point was created 50+ years ago by the Columbia Cosmopolitan Luncheon Club which realized that, when given the opportunity, all people have a contribution to make to society. Today, Job Point stands as a nationally recognized leader and innovator, serving more than 10 Missouri counties. In fiscal year 2015, 432 persons were served. Organizational outcomes included 73% of adult job seekers maintaining employment for at least 90 days. The average hourly workforce entry wage equaled \$10.42 and 98% of customers served (consumers, employers, referring entities and purchasers of service) reported satisfaction with services. Professionalism, national accreditation and experience are the hallmarks that have earned Job Point respect in those communities in which we operate.

**HOW PROGRAM MEETS VISION/MISSION:** Job Point's mission is to *promote the abilities of individuals seeking employment through innovative training, education and business partnership, enriching the communities where we work and live.* Our vision: *to unleash human potential by creating life changing solutions for personal fulfillment and economic independence.* The project is in perfect alignment with both, as participants will gain skills for life, changing their odds from disadvantaged to privileged, thereby reducing the drain on public resources and entitlement programs. This transformation will positively impact their families, friends and the communities in which they work and live. Subsequently the health of the individuals served as well as those around them will be greatly enhanced as well.

**COMMUNITY SUPPORT/COLLABORATION:** Missouri Department of Transportation is a partner, providing match funding for HHC training students. A request to the City of Columbia is pending. The US Department of Labor will cover salary for the Carpentry instructor. In addition, the City of Columbia is providing 100% of the Career Readiness program.

**SUSTAINABILITY PLAN:** It is our hope the outcomes from this pilot program provide a foundation for longer term support from other funders to continue and enhance the program. Neighborhood Assistance Program is one potential source.

**TOTAL PROJECT COST/AMOUNTY SOUGHT:** The \$40,000 funding requested in this application will supplement funds from Missouri Department of Transportation. The total project cost is estimated to be \$75,000.