

**AGREEMENT FOR SERVICES BETWEEN
YAMHILL COUNTY AND SIEMENS INDUSTRY, INC**

THIS AGREEMENT for services ("Agreement") is entered into by and between **YAMHILL COUNTY**, Oregon, a political subdivision of the state of Oregon ("COUNTY"), acting by and through its Yamhill County Sheriff's Office ("YCSO") and **SIEMENS INDUSTRY, INC.**, a Delaware corporation, operating locally at 15201 NW Greenbrier Parkway, Suite A-4, Beaverton, OR 97006, (the "CONTRACTOR"), whose Federal Employer Identification No. is #J32762488.

BRIEF PROJECT DESCRIPTION:	PLC/VMS System Upgrade and Installation (hereinafter referred to as the "PROJECT").
TOTAL NOT-TO-EXCEED AMOUNT:	\$ 1,676,491.00

WHEREAS, CONTRACTOR submitted a successful proposal in response to a Request for Proposals (RFP #031517) issued by the National Joint Powers Alliance (NJPA), and COUNTY is a member of NJPA and authorized to use the contract awarded to CONTRACTOR for the Project; and

WHEREAS, COUNTY and YCSO require the work, goods, and services described herein, and the CONTRACTOR is willing, skilled, and agrees to provide all goods and perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of Agreement.** This Agreement shall be effective, and services required hereunder shall commence upon the start of the Work (as defined below), or the date the Agreement is executed by both parties, whichever earlier, and shall terminate upon the conclusion and acceptance of the Work, unless otherwise terminated or extended as provided herein.
2. **Consideration.** As consideration for the performance of all terms and conditions set forth in this Agreement, COUNTY shall pay the CONTRACTOR a sum not to exceed \$1,676,491.00. COUNTY shall pay the CONTRACTOR within thirty (30) days following the date an invoice is received, reviewed, and approved by COUNTY. COUNTY shall make payments only after receipt, review, and approval of (i) the CONTRACTOR's detailed monthly invoice, and (ii) all reports, designs, certificates, and documents covered by the invoice. If COUNTY fails to pay within forty-five (45) days of such date, the CONTRACTOR may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.
3. **Work to be Performed by the CONTRACTOR.** The CONTRACTOR agrees to perform, to the satisfaction of COUNTY and YCSO, the Work as detailed in the Project's design, plans, and specifications (the "Agreement Documents"), attached hereto as Exhibit A and incorporated by this reference herein. "Work" means the PLC/VMS System Upgrade and Installation and any related services required by or reasonably inferred from the Agreement Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Agreement) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill the CONTRACTOR's duties herein within the term of the Agreement.
 - a. Additional Work Obligations. Additional Work obligations of the CONTRACTOR include the following:

- i. The CONTRACTOR shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Agreement Documents, including, but not limited to, permits and licenses required for the provision of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The CONTRACTOR shall be responsible for all violations of the law in connection with the Work or caused by obstructing streets, sidewalks, or otherwise. The CONTRACTOR shall give all requisite notices to public authorities. The CONTRACTOR shall pay all royalties and license fees. The CONTRACTOR shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, COUNTY, and its offices, departments, divisions, members, agents, officers, and employees.
 - ii. The CONTRACTOR shall keep on the Project site for a minimum of two (2) days per week or as deemed necessary by the COUNTY, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to COUNTY and YCSO and who shall represent the CONTRACTOR on the site. Directions given to the superintendent by COUNTY's authorized representative shall be confirmed in writing provided to the CONTRACTOR by COUNTY.
 - iii. The CONTRACTOR shall ensure all of CONTRACTOR's staff and subcontractors and subcontractor's staff comply with all correctional facility safety and security procedures and pass any background checks deemed necessary or desirable by COUNTY.
 - iv. The CONTRACTOR shall prepare, review for compliance with the Agreement Documents, approve, and submit to COUNTY drawings, product data, samples, and similar submittals required by the Agreement Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of COUNTY or of separate contractors.
 - v. The CONTRACTOR shall confine equipment, storage of materials, and operation of Work to the limits indicated by Agreement Documents, law, ordinances, permits, or directions of COUNTY and YCSO's authorized representative. The CONTRACTOR shall follow COUNTY's authorized representative's instructions regarding use of COUNTY premises, if any.
 - vi. In addition to abiding by the terms and conditions stated herein, the CONTRACTOR shall abide by and conform to all obligations asserted by the CONTRACTOR in their Response, the Request for Proposals and Contract Award and Acceptance, and Contract Forms attached hereto as Exhibit B and incorporated herein. If any discrepancy exists between a provision in this Agreement and a provision in Exhibit B, the provisions of this Agreement shall prevail.
 - vii. CONTRACTOR shall provide all hardware, equipment, systems software, and third party software required to successfully complete the Project and the Work hereunder and CONTRACTOR hereby grants COUNTY a nonexclusive, irrevocable, perpetual, worldwide license and right to use of all software and third party software provided as part of the Project and Work hereunder.
- b. Compliance with ORS 279B.220/279C.540. If applicable, for all Work provided under this Agreement, the CONTRACTOR shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the COUNTY or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the CONTRACTOR does not pay promptly any claim that is due for the Work furnished to the CONTRACTOR by any subcontractor in connection with this Agreement, COUNTY may pay such claim and charge that payment against any payment due to the CONTRACTOR

under this Agreement. COUNTY's payment of a claim does not relieve the CONTRACTOR or its surety, if any, from their obligations for any unpaid claims.

4. **Warranty Work.** Neither the final payment nor any provision of the Agreement Documents shall relieve the CONTRACTOR from responsibility for defective Work and, unless a longer period is specified, the CONTRACTOR shall correct all defects that appear in the Work within a period of one (1) year from the date of issuance of the written notice of Substantial Completion by COUNTY, except for latent defects which will be remedied by the CONTRACTOR at any time they become apparent. COUNTY shall give the CONTRACTOR notice of defects with reasonable promptness. The CONTRACTOR shall perform such warranty work within a reasonable time after COUNTY's demand. If the CONTRACTOR fails to complete the warranty work within such period as COUNTY determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, COUNTY may perform such work and the CONTRACTOR shall reimburse COUNTY all costs of the same within ten (10) days after demand without affecting the CONTRACTOR's obligations.
5. **COUNTY Responsibilities.**
 - a. COUNTY shall provide contract administrative services for the Project through COUNTY's authorized representative. COUNTY's authorized representative may engage and delegate authority to such additional staff and professional and technical consultants as COUNTY deems necessary to assist in performing its administrative tasks. The CONTRACTOR shall direct all Project communications to COUNTY in accordance with the Agreement Documents, or as COUNTY directs in writing.
 - b. COUNTY and its designated representatives shall have free access to the Work at all times. The CONTRACTOR shall not carry on Work or services except with the knowledge of COUNTY and its designated representatives. COUNTY may require special inspection or testing of any portion of the Work or services, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve the CONTRACTOR from any obligations herein.
 - c. Except for permits and fees that are the CONTRACTOR's responsibility under the Agreement Documents, COUNTY shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.
6. **Subcontractors.** COUNTY reserves the right to reject any subcontractor proposed that was not included with First-Tier Subcontractor Disclosure Form provided in the CONTRACTOR's proposal. Further, CONTRACTOR shall not retain a subcontractor to which COUNTY has a reasonable objection. CONTRACTOR shall pay all subcontractors as required by CONTRACTOR's contracts with those subcontractors. CONTRACTOR agrees that COUNTY has no direct or indirect contractual obligation or other legal duty whatsoever to pay the subcontractors of CONTRACTOR or otherwise ensure that CONTRACTOR makes full and timely payment to those subcontractors for Work or services performed on the Project.
7. **Agreement Modifications.** Unless otherwise stipulated in the Agreement Documents attached hereto, COUNTY may modify this Agreement as follows:
 - a. Minor Changes in the Work. COUNTY may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the Agreement sum or the Agreement time. These minor changes may include details to clarify the Work to be performed. Via e-mail or letter, the CONTRACTOR must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.

- b. Change Order Procedures. Either COUNTY or the CONTRACTOR may initiate a request for proposed changes in Work or services to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in Work or services, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The CONTRACTOR must then sign form and submit it to COUNTY for final approval and authorization.
 - c. Amendments. This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, and COUNTY ordinance. No amendment shall bind either party unless in writing and signed by both parties.
8. **Declaration of the Nature of the Contractual Relationship.** The CONTRACTOR agrees that the CONTRACTOR is an independent contractor and not an employee of or agent of COUNTY. COUNTY shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the CONTRACTOR.
9. **Confidentiality.** CONTRACTOR acknowledges that CONTRACTOR may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of COUNTY or YCSO. Any and all (i) COUNTY or YCSO information, (ii) information provided by COUNTY or YCSO and marked confidential, or (iii) information identified as confidential in a separate writing, that becomes available to CONTRACTOR in the performance of this Agreement shall be deemed to be confidential information of COUNTY and YCSO ("Confidential Information"). Any reports or other documents or items, including software, that result from CONTRACTOR's use of the Confidential Information are also deemed Confidential Information. CONTRACTOR agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CONTRACTOR uses in maintaining the confidentiality of CONTRACTOR's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. CONTRACTOR agrees that, upon termination of this Agreement or at COUNTY's or YCSO's request, CONTRACTOR will turn over to COUNTY or YCSO all documents, papers, and other matter in CONTRACTOR's possession that embody Confidential Information.
10. **Workers' Compensation Provisions.**
 - a. The CONTRACTOR may employ workers, and if the CONTRACTOR employs workers, the CONTRACTOR shall obtain and at all times, keep in effect Workers' Compensation insurance. The CONTRACTOR represents to COUNTY that it presently maintains coverage sufficient to meet the requirements of Oregon law through The Travelers Indemnity Company, Policy No. TRK-UB-8049X51A-18.
 - b. The parties hereto specifically agree that this Agreement will render the CONTRACTOR and the CONTRACTOR's employees, if any, ineligible for benefits under ORS 656.029 and that COUNTY shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for the CONTRACTOR or the CONTRACTOR's employees.
 - c. The CONTRACTOR knowingly waives any rights, as against COUNTY, under the Workers' Compensation Law.

- d. The CONTRACTOR agrees that all employers, working under this Agreement, including but not limited to the CONTRACTOR, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
- e. Any contractors or subcontractors who are not subject workers under ORS 656.027 who will provide Work or services under this Agreement agree to either elect workers' compensation coverage under ORS 656.128 or specifically release COUNTY from any and all claims that would be covered by the workers' compensation laws of the state of Oregon if the contractors or subcontractors were subject workers under ORS 656.027.

11. Indemnification. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, save, and hold harmless the COUNTY and its officers, employees, and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the CONTRACTOR, its subcontractors and any of its officers, agents, or employees performing under this Agreement. The CONTRACTOR shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Agreement.

- a. Environmental Contamination. The CONTRACTOR will be held responsible for and shall indemnify, defend, and hold harmless the COUNTY and any department or office of the COUNTY from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks, and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Agreement which occur as a result of, or are contributed to, the negligence or actions of CONTRACTOR or its personnel, agents, or subcontractors, or any failure to perform in accordance with the Agreement Documents (except to the extent otherwise void under ORS 30.140).
- b. Infringement. CONTRACTOR shall defend COUNTY against any claim, demand, suit, or proceeding made or brought against COUNTY by a third party alleging that the use of the purchased products, Work, or services as performed or permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim") and shall indemnify, save, and hold harmless COUNTY for any related damages, attorney fees, and costs incurred by COUNTY as a result of, and for amounts paid by COUNTY as a result of, any Claim; provided that COUNTY (a) promptly give CONTRACTOR written notice of the Claim; (b) give CONTRACTOR sole control of the defense and settlement of the Claim (provided that CONTRACTOR may not settle any Claim unless the settlement unconditionally releases COUNTY of all liability); and (c) provide to CONTRACTOR all reasonable assistance, at CONTRACTOR's expense. In the event of a Claim, or if CONTRACTOR reasonably believes the purchased products, Work, or services performed hereunder may infringe or misappropriate, CONTRACTOR may in its reasonable discretion and at no cost to COUNTY (i) modify the purchased products, Work, or services performed hereunder so that they no longer infringe or misappropriate, (ii) obtain a license for COUNTY's continued use of the purchased products, Work, or services in accordance with this Agreement, or (iii) terminate COUNTY's use upon 30 days' written notice and refund to COUNTY any fees covering the remainder of the term of such COUNTY license use subscriptions after the effective date of termination.
- c. Granting of Authority Required. Neither the CONTRACTOR nor any attorney engaged by the CONTRACTOR shall defend the claim in the name of the COUNTY or any department or office of the COUNTY, nor purport to act as legal representative of the COUNTY or any of its departments or offices without first receiving from the COUNTY's legal counsel authority to act as legal counsel for the COUNTY, nor shall the CONTRACTOR settle any claim on behalf of the COUNTY without the

approval of the COUNTY's legal counsel. The COUNTY may, at its election and expense, assume its own defense and settlement.

12. Insurance.

a. General Liability. The CONTRACTOR shall obtain, and at all times keep in effect, commercial general liability insurance covering activities and operations of the CONTRACTOR. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products, and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300, which includes the following minimum limits, or the minimum limits stated below, whichever is higher:

- (1) \$2 million to any single claimant, and \$4 million to all claimants, for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.
- (2) \$2 million for any single claimant for all claims arising out of a single accident or occurrence; and
- (3) \$4 million for any number of claims arising out of a single accident or occurrence.

The CONTRACTOR has obtained insurance required by this section through Policy No. GLD11101-10, written by HDI Global Insurance Company.

b. Professional Liability. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$2,000,000, to protect against all loss suffered by COUNTY or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project, Work, or services provided under the Agreement.

The CONTRACTOR has obtained insurance required by this section through _____

c. Automobile Liability Insurance. The CONTRACTOR shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of Work and services under this Agreement. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance shall include the following minimum limits: \$4 million (for all claimants for claims arising out of a single accident or occurrence) for all bodily injury, death, and property damage, for any number of claims arising out of a single accident or occurrence.

i. The CONTRACTOR has obtained insurance required by this section through Policy No. TC2J-CAP-7440L34A-18, written by Travelers Property Casualty Co. of America.

d. General Insurance Provisions.

- i. All insurance policies shall be written on an occurrence basis and be in effect for the entire term of this Agreement. Written authorization from the COUNTY is required for any insurance policy written on a claims made basis. Any insurance policy authorized to be written on a claims made basis shall be in effect for the term of this Agreement plus for three (3) years after the termination of this Agreement.
- ii. Insurance coverage shall apply on a primary and non-contributory basis.

- iii. Prior to commencing Work or services, the CONTRACTOR shall furnish current Certificate(s) of Insurance for all required insurance to COUNTY. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the COUNTY, and its departments and offices, and its officers, employees, agents, and volunteers are additional insureds with respect to the CONTRACTOR's Work and services provided under this Agreement and that there shall be no cancellation, termination, or non-renewal of the required insurance without at least thirty (30) days written notice from the CONTRACTOR or its insurer to COUNTY. If requested by COUNTY, complete copies of insurance policies shall be made available for inspection by representatives of COUNTY.
- e. Policy Changes. In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this section, the CONTRACTOR shall immediately notify COUNTY orally and in writing within three (3) business days.

13. Termination.

- a. COUNTY's Termination for Convenience. COUNTY may terminate this Agreement in whole or in part whenever COUNTY determines that termination of the Agreement is in the best interest of COUNTY. COUNTY will provide the CONTRACTOR with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. After such notice, the CONTRACTOR shall provide COUNTY with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall CONTRACTOR be entitled to lost profits for Work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. COUNTY's Termination for Cause. COUNTY may immediately terminate this Agreement without liability or penalty for any of the following causes by the mailing of written notice to the CONTRACTOR at the CONTRACTOR's address provided herein, specifying the cause:
 - i. The CONTRACTOR breaches any of the provisions of this Agreement. The CONTRACTOR shall be liable for any and all damages suffered by COUNTY as the result of the CONTRACTOR's Breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;
 - (1) In the event of breach for unsatisfactory performance or nonperformance, the COUNTY Board of Commissioners is the sole judge of the CONTRACTOR's unsatisfactory performance or nonperformance.
 - ii. The CONTRACTOR no longer holds all licenses or certificates that are required to perform the Work or services required under this Agreement;
 - iii. The COUNTY lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the COUNTY, in the exercise of its reasonable discretion, to pay for the CONTRACTOR's Work or services; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the Work or services under this Agreement are prohibited or the COUNTY is prohibited from paying for such Work or services from the planned funding source.

- c. The CONTRACTOR's Termination for Cause. The CONTRACTOR may terminate this Agreement for cause if COUNTY fails to pay the CONTRACTOR pursuant to this Agreement. The CONTRACTOR may also terminate this Agreement for cause if COUNTY commits any material breach or default of any covenant, warranty, obligation, or agreement under this Agreement and such breach or failure is not cured within thirty (30) calendar days after delivery of the CONTRACTOR's notice, or such longer period as the CONTRACTOR may specify in such notice.
- d. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement. COUNTY may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.
- 14. Limitation of Liability.** CONTRACTOR's maximum liability to COUNTY under this Agreement, under any theory of recovery, whether based in contract, in tort (including negligence and strict liability), under warranty, indemnity, or otherwise shall not exceed \$5,000,000.
- 15. Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 16. Records Maintenance; Access.** The CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the CONTRACTOR shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the CONTRACTOR's performance hereunder. The CONTRACTOR acknowledges and agrees that the COUNTY, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the CONTRACTOR for a minimum of ten (10) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- 17. Assignment; Delegation; Successors.** The CONTRACTOR shall not assign, delegate, nor transfer any of its rights or obligations under this Agreement without COUNTY's prior written consent. COUNTY's written consent does not relieve the CONTRACTOR of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the CONTRACTOR's agent. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 18. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 19. Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification, or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

- 20. Compliance with Applicable Laws.** The CONTRACTOR shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of goods and/or services under this Agreement, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101-336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- 21. Compliance with Oregon Procurement Statutes.** If applicable, the CONTRACTOR shall comply with the following statutory regulations:
- a. The CONTRACTOR shall make payment promptly, as due, to all persons supplying to the CONTRACTOR labor or material for the performance of the work provided for in this Agreement. ORS 279C.505 (1)(a).
 - b. The CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR or subcontractor incurred in the performance of this Agreement. ORS 279C.505 (1)(b).
 - c. The CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished. ORS 279C.505 (1)(c).
 - d. The CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617.
 - e. The CONTRACTOR shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the CONTRACTOR shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
 - f. The CONTRACTOR shall promptly pay, as due, all persons supplying labor and services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Agreement as the claim becomes due. If the CONTRACTOR fails to pay any such claim, COUNTY may pay the claim and charge the payment against the funds due or to become due the CONTRACTOR by reason of the Agreement, pursuant to ORS 279C.515(1).
 - g. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from COUNTY, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the ten (10) day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
 - h. The CONTRACTOR shall make payment to any person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from COUNTY or the CONTRACTOR, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the contracting agency or from the CONTRACTOR, but the rate of interest may not exceed thirty (30) percent. The amount of interest may not be waived. ORS 279C.515(2).

- i. If the CONTRACTOR or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3)
 - j. The CONTRACTOR shall comply with all applicable provisions of federal, state, or local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under the Agreement. ORS 279C.525
 - k. The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums that the CONTRACTOR agrees to pay for the services and all moneys and sums that the CONTRACTOR collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
 - l. If the CONTRACTOR is a subject employer, the CONTRACTOR will comply with ORS 656.017. ORS 279C.530(2).
 - m. No person shall be employed by the CONTRACTOR for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of forty (40) hours a week and for work performed on any legal holiday specified in ORS 279C.540.
 - n. The CONTRACTOR shall comply with maximum hours of work, holidays, and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
 - o. The CONTRACTOR shall comply with ORS 279C.550 through 570 regarding withholding of retainage. The withholding of retainage by the CONTRACTOR or subcontractor shall be in accordance with ORS 701.420 and 701.430.
 - p. The CONTRACTOR shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
 - q. The CONTRACTOR shall include in each subcontract for property or services entered into by the CONTRACTOR and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: a payment clause that obligates the CONTRACTOR to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the CONTRACTOR by the contracting agency under the Agreement; and an interest penalty clause that obligates the CONTRACTOR, if payment is not made within thirty (30) days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the CONTRACTOR's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
 - r. The CONTRACTOR shall comply with ORS 279C.605 regarding Notice of Claim.
22. **Certification of Compliance with ORS 279A.112.** The individual signing this Agreement on behalf of the CONTRACTOR certifies that the CONTRACTOR has a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class that complies with

the requirements of ORS 279A.112(2)(b). The undersigned further certifies that the CONTRACTOR will maintain said policy and practice it in full force and effect throughout the entire term of this Agreement.

- 23. Prevailing Wage Regulations.** This Agreement may be subject to the Prevailing Wage Regulations. If so, this Agreement will be subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference, with the same force and effect as though fully set forth herein, and is available at the following web link: <https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>
- Prevailing Wage Rates for Public Works Contracts in Oregon issued October 2019.
 - Prevailing Wage Rates Apprenticeship Rates issued October 2019.
- a. The CONTRACTOR shall provide COUNTY with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; OAR 839-025-0010.
 - b. The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)
 - c. Workers employed under this Agreement shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
 - d. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the CONTRACTOR shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c)
 - e. If the CONTRACTOR fails to pay for labor and services, COUNTY can pay for them and withhold these amounts from payments to the CONTRACTOR. ORS 279C.515; OAR 839-025-0020(2)(a)
 - f. The CONTRACTOR must pay daily, weekly, weekend, and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
 - g. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)
 - h. The CONTRACTOR must make prompt payment for all medical services for which the CONTRACTOR has agreed to pay, and for all amounts for which the CONTRACTOR collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
 - i. The CONTRACTOR must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)
 - j. The CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Agreement.
- 24. Foreign Contractor.** If the CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, the CONTRACTOR shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required by those agencies relative to this Agreement. COUNTY shall withhold final payment under this Agreement until the CONTRACTOR has met this requirement.

25. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the COUNTY (and/or any other agency or department of COUNTY) and the CONTRACTOR that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The CONTRACTOR hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs, and disbursements at all times including appeals.
26. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.
- a. COUNTY's Contact Information
- Captain Rich Geist
Yamhill County Sheriff's Office
Yamhill County Correctional Facility
535 NE 5th Street
McMinnville, OR 97128
(503) 474-6898 / (503) 434-7331
geistr@co.yamhill.or.us
- b. CONTRACTOR's Contact Information
- Andrew Krynen
Vice President
10100 Willow Creek Rd.
San Diego, CA 92131
Andrew.Krynen@siemens.com
27. **Tax Certification.** The individual signing this Agreement on behalf of the CONTRACTOR certifies under penalty of perjury both individually and on behalf of the CONTRACTOR that he or she is authorized to act on behalf of the CONTRACTOR and that the CONTRACTOR is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
28. **Survival.** All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.
29. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.
30. **Certification of reading and understanding of documents; Precedence.** The CONTRACTOR certifies it has read and fully understands all Agreement Documents including the solicitation documents and terms and conditions. The CONTRACTOR understands and acknowledges that in signing this Agreement the

CONTRACTOR waives all rights to plead any misunderstandings regarding the same. In the event of a discrepancy or inconsistency between CONTRACTOR's Proposal or any other contract document including this Agreement, this Agreement shall take precedence.

31. Exhibits and Recitals. All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below.

**YAMHILL COUNTY
BOARD OF COMMISSIONERS:**

Richard Olson
Commissioner RICHARD OLSON

Mary Starrett
Commissioner MARY STARRETT

Casey Kulla
Commissioner CASEY KULLA

Date: 12/19/19

YAMHILL COUNTY SHERIFF'S OFFICE:

Tim Svenson
Sheriff TIM SVENSON

Date: 12/13/2019

FORM APPROVED BY:

Christian Boenisch

Christian Boenisch, County Counsel

Date: 12/19/19

SIEMENS INDUSTRY, INC.

DocuSigned by:
Eric Ackermann
CE3E088D242544C
Vice President ERIC ACKERMANN

Date: 12/13/2019

Accepted by Yamhill County
Board of Commissioners on
12/19/19 by Board Order
19-504

Exhibit A

(see attached)

Siemens Industry, Inc.

Date: August 20, 2019

**To: Sheriff Tim Svenson
Support Services Division
Yamhill County Sheriff's Office
535 E. 5th St.
McMinnville, Oregon 97128**

Project: Yamhill County Jail PLC/VMS System Upgrade Proposal

Contract: NJPA/Sourcewell 031517-SIE Cooperative Purchasing Agreement

Siemens Industry, Inc. (SI) is pleased to provide the following NJPA/Sourcewell Budget for the above referenced project. This proposal is based upon the site visit and replacement of the GE90-30 PLC control system, and the installation of 109 cameras (replacing existing) throughout the prison. This project will be sourced using the NJPA/Sourcewell contract. At the request of Yamhill County, we have selected to partner with Accurate Electric Unlimited for the PLC/HMI portion of the project, and Farnham Electric for the camera installation given their extensive knowledge of the existing facility and knowledge of the building.

Base Cost PLC Replacement VMS/Camera Replacement: \$1,593,218

Customer Request for ATIMS JMS and Lighting Integration: \$83,273

TOTAL: \$1,676,491

Existing Conditions at Yamhill County Jail

The jail security system controls and monitors all the movement and cell doors, the Closed Circuit Television (CCTV) camera system, and intercom communications system. These separate systems were integrated where operational use provided simple functions. Selecting an intercom 'call in' establishes a communication path and allowed the decision to open the door by the Deputy from a Touch Screen computer station.

The existing intercom system is an analog system comprised of 366 speakers and remote intercom units. The CCTV system was originally integrated for camera call ups when a door was selected on a touch screen, currently this feature is non-operational.

The existing system is no longer manufactured or supported. The current system is a security risk to operational staff and deputies, and the CCTV system provides limited high quality images of both live and recorded surveillance footage.

Siemens Industry, Inc.

This budget addresses the replacement of the current system with a new touch screen system, new intercom system, and integrated into a new IP CCTV system into a seamless front end. The proposed new system is 'open-source' with 'off the shelf' equipment. The software is also non-proprietary and available to authorized entities.

Proposed Replacement of Existing System

Detention Security Electronic and Control Systems have matured into a clearly definable control system. Jail security systems are now specifically designed and manufactured for detention facilities. It was common in previous years to see system operational use to be limited to several days, then a failure, which required a service response to remedy and bring back into service.

Our solution has standardized on detention grade vendors providing qualified systems for integration in jail security system retrofits. All of the items proposed have specifically designed their systems to 're-use' existing cabling infrastructure and utilize state of the art Ethernet communications. Our solution proposes our own custom built computers for the control stations and server. Yamhill County will require one (1) workstation installed at main control room, with additional "client" workstations that will enable other users to access the system. The technicians for your project are experienced detention technicians in 65 facilities on the west coast.

Our solution proposes to utilize Indusoft for our Human Machine Interface (HMI) software platform. It is a server-based specialty software where the individual screens will represent the floor plans of the jail, then program specialty icons for door control and status, camera control, intercom control, and ancillary control of cell area lights, telephones, or TV's. Indusoft is an industry leader in the industry for jail control systems.

The Programmable Logic Controller (PLC) is the computer that translates the analog field wiring from the cell door locks to the computer controls. The solution is standardized on the Modicon M340 series PLC's and there are multiple projects now using this PLC. Cost effective, compact, fast, and powerful with a very high Mean Time Between Failures (MTBF) measured at 50K hours or more.

The intercom system we are proposing is the Harding Instruments DXL system. This system has become an industry standard for jail intercom and control systems as it remains the only detention rated digital intercom system. Developed in the late 1990's, the Pierce County Jail in Washington State had one of the first systems installed in 2002-2003 and is still in use today.

Each touch screen computer control station will have an audio 'master station' for intercom communications. Each computer and touch screen will be located in the control rooms using a standard desk top mount for the LCD touch screen monitor. The camera system to be installed throughout the jail will be Sony camera hardware, using the ONSSI Ocularis VMS. We have also provided a proven, tested middleware, to integrate the ONSSI VMS with the Indusoft HMI system for seamless camera call-ups.

Siemens Industry, Inc.

The proposed system will be integrated into one operational and integrated touch screen control system. The main control screen in the control room will provide touch screen stations developed with selected Yamhill County staff for functions and features of each station. When completed, each function and feature will respond to a touch screen command in 250 milliseconds or less.

The 109-camera CCTV system to be installed will consist of a mix of multiple camera types, including 4K cameras, 360° cameras, PTZ cameras, and high resolution megapixel fixed cameras, reporting back to 144TB long term storage appliances. All of the cameras being installed as a part of this project exceed the standard detention grade requirements for housings, tamper, and mounting hardware. These cameras shall replace the existing analog cameras installed throughout the jail to provide reliable, clear images, with easy to retrieve data and continuous live streams at the control center, as well as other locations within this facility. We intend to demo/remove out the old cable in the ceiling that are no longer being used.

Phased Inmate Movement

Siemens will be working closely with the Jail Commander to provide a phased approach, specifically from an inmate logistics standpoint. It is the expectation that while certain cell blocks are closed to inmates, all work including the PLC/HMI system as well as the new cameras and VMS, will be complete and fully operational prior to moving inmates back into their respective blocks. Below is a **sample** schedule of what a phased approach would look like, and will be co-authored for timeline and project schedule between the County and Siemens.

Phase 1	Project Design and Submittals	45 Days
Phase 2	County Approval of Design and Changes	30 Days
Phase 4	Material Procurement	45 Days
Phase 5	Initial Installation of Base System	10 Days
Phase 3	Perform SOW in first quadrant of the jail	15 Days
Phase 5	Perform SOW in second quadrant of the jail	15 Days
Phase 6	Perform SOW in third quadrant of the jail	15 Days
Phase 7	Perform SOW in fourth quadrant of the jail	15 Days
Phase 8	Perform ATIMS and Lighting Control Integration	15 Days
Phase 9	Project Closeout and Punchlist Items	30 Days

Scope of Work

1. Provide and install new Indusoft HMI PLC System.
2. Integrate Indusoft HMI PLC to link to ATIMS JMS to show inmate information on PLC.
3. Integrate Indusoft HMI PLC to integrate with lighting control system.
4. Provide and install (3) PLC touch-screen workstations.
5. Provide and install (109) Cameras and (109) ONSSI camera licenses, based upon existing camera locations.
6. Integrate cameras to PLC for camera call-ups through C2P software.

Siemens Industry, Inc.

7. Provide and install (3) 48 Terabyte VMS Storage Appliance (144TB total storage).
8. Provide record drawings for PLC and CCTV systems.
9. Demo existing unused cabling in jail area and remove existing cameras.

Bill of Materials

Qty.	Description
1	Ocularis Enterprise Base License
109	Ocularis Enterprise Camera License
40	Indoor Camera, Ultra WDR, 1080p. 30fps/3stream, IK10.
11	Outdoor Camera HD PTZ, 1080p
20	Outdoor Camera, Ultra WDR, 1080p, 30fps/3stream, IK10, IP66, IR
20	Indoor Camera, COLR IP 1.6MM FIXED LENS 12MP 360-DEGREE
10	Outdoor IR Ruggedized Camera 1080p/60 fps
8	AXIS Q8414-LVS Stainless Steel Cell Camera
3	XNVR 300i Series, 2U 12 Bay, 48TB, Server 2012STD-R2
1	C2P Integration
4	HP 2TB Workstation
4	22" LED Touchscreen Monitor
2	Harding DXL, DCC
4	Harding DXL, DCC, 16 stations
8	Talkback Amplifier 8x5, 40watts
1	Page Zone Expander 3x6 = 18zones
8	Talkback Amplifier 10ft Cable
14	Station to Intercom SCC Cable 10ft
14	SCC Termination boards
2	IP TMM Master (Master Station)
5	Privacy Station (IC)
8	Intercom Station Connectors -25/pk
120	Intercom Station, Custom
3	MIDDLE ATLANTIC, 19" RACK, 5 ft,
3	TRIPLITE SMART1500RM2U
16	24 VDC POWER SUPPLY
5	MODICON CONTROLLER M221-32IO
5	SD MEMORY CARD M2XX
5	TM3-16 INPUTS HE10 (PLC)
8	TM3-32 INPUTS HE10 (PLC)
22	TM3-16 OUT RELAYS (PLC)
25	PHOENIX TERMINAL BLOCK, BK
25	PHOENIX TERMINAL BLOCK, RD
650	PHOENIX TERMINAL BLOCK, GY
16	PHOENIX END BLOCK
5	DIN RAIL 2000MM X 7 5MM
30	Intercom cable, 1K each
30	Control Cable, 6 C, 1K each
1	Misc cable hardware
5	Cat 6 Cable, 1K each

Siemens Industry, Inc.

3		Computer, HP450
3		Touch Screen, ELO
1		Network Switch
1		Control Room upgrade
1		ATIMS JMS Integration
1		16,000 point, 5 driver-INDUSOFT
3		Secure Viewer, INDUSOFT
3		USB Key

Clarifications

1. Siemens will furnish system shop drawings for areas and schematics affected by new equipment. Yamhill County to provide .dwg backgrounds for drawings.
2. Pricing includes project management for the duration of the tentative project schedule.
3. Pricing includes one (1) year warranty on materials and workmanship.
4. Materials pricing is for the extent of the tentative project schedule.
5. Siemens will provide turnkey installation, including all electrical requirements, field devices, cabling, termination, programming, and commissioning.
6. Siemens and all Siemens subcontractors will comply with all jail safety and security procedures, and all Siemens staff working onsite will participate in the background check and badging process.
7. Yamhill County IT to provide IP addresses for network items prior to material procurement. (Siemens will provide list of network devices requiring IP addresses with engineered drawings)

Inclusions

1. Labeling of any wire, cables and/or patch cords.
2. Provision or installation of wire, fiber, electrical distribution components, conduit and boxes.
3. Installation of system control cabinets, panels and field devices for all related equipment.
4. Provision and installation of all camera components, VMS licenses, and 3rd party integration software between PLC and VMS system.
5. Termination and trim of all devices unless otherwise noted above.
6. Video storage appliance to provide 90 days storage of surveillance images.
7. Server and workstation for PLC/HMI control software and camera viewing.

Exclusions

1. Static IP addresses and network connectivity
2. Power over Ethernet switches, patch panels, fiber optic connections, network racks, network accessories

Siemens Industry, Inc.

Proposal submitted by:

Bud Ferrigno
Sr. Account Manager
Siemens Industry, Inc.
Bud.Ferrigno@siemens.com
503-869-0767 mobile

Exhibit B

(see attached)



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

RFP Opening

| MARCH 16, 2017 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #031517

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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until | March 15, 2017 | at 4:30 p.m. Central Time at the above address and opened | March 16, 2017 | at 8:30 a.m. Central Time.

RFP Timeline

January 26, 2017

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

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

February 21, 2017
10:00 a.m. CT

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

March 8, 2017
March 15, 2017
4:30 p.m. CT
March 16, 2017
8:30 a.m. CT

Deadline for RFP questions.

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

Public Opening of Proposals.

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

TABLE OF CONTENTS

1. **DEFINITIONS**
 - A. Contract
 - B. Proposer
 - C. Sourced Good of Open Market Item
 - D. Vendor
2. **ADVERTISEMENT OF RFP**
3. **INTRODUCTION**
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
4. **INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**
 - A. Inquiry Period
 - B. Pre-Proposal Conference
 - C. Identification of Key Personnel
 - D. Proposer's Exceptions to Terms and Conditions
 - E. Proposal Format
 - F. Questions & Answers About This RFP
 - G. Modification or Withdrawal of a Submitted Proposal
 - H. Proposal Opening Procedure
 - I. NJPA's Rights Reserved
5. **PRICING**
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Cost Plus a Percentage of Cost
 - D. Hot List Pricing
 - E. Ceiling Price
 - F. Volume Price Discounts/ Additional Quantities
 - G. Total Cost of Acquisition
 - H. Sourced Equipment/Products/ Open Market Items
 - I. Price and Product Changes
 - J. Payment Terms
 - K. Sales Tax
 - L. Shipping
6. **EVALUATION OF PROPOSALS**
 - A. Proposal Evaluation Process
- B. Proposer Responsiveness
- C. Proposal Evaluation Criteria
- D. Other Consideration
- E. Cost Comparison
- F. Marketing Plan
- G. Certificate Of Insurance
- H. Order Process and/or Funds Flow
- I. Administrative Fees
- J. Value Added
- K. Waiver of Formalities
7. **POST AWARD OPERATING ISSUES**
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sales Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
8. **GENERAL TERMS AND CONDIITONS**
 - A. Advertising a Contract Resulting From This RFP
 - B. Applicable Law
 - C. Assignment of Contract
 - D. List of Proposers
 - E. Captions, Headings, and Illustrations
 - F. Data Practices
 - G. Entire Agreement
 - H. Force Majeure
 - I. Gratuities
 - J. Hazardous Substances
 - K. Licenses
 - L. Material Suppliers and Sub-Contractors
 - M. Non-Wavier of Rights
 - N. Protests of Awards Made
 - O. Suspension or Disbarment Status
 - P. Affirmative Action and Immigration Status Certification
 - Q. Severability
 - R. Relationship of Parties
9. **FORMS**
10. **PRE-SUBMISSION CHECKLIST**
11. **PRICE & PRODUCT CHANGE REQUEST FORM**
12. **APPENDIX A**

1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, 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 after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

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

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 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 solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

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

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 can participate in cooperative purchasing activities under their own state law. 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 time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, 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 NJPA: 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 recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada 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 contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

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 a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

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 scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP 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 submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller 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. When requested by NJPA, 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 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES.

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

3.17.1 In the overall context of FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Systems for surveillance, access control, intrusion/breach detection, fire detection and warning, fire suppression, vehicle barrier control, building automation, security gate control, and (where applicable) monitoring services associated with such systems.

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 solicitation is not intended to include earthquake detection, monitoring, or warning, and respondents must not propose more than an incidental offering of security guard services.

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 that 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 that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because 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 may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

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 [FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT 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 on the date awarded by the NJPA Board of Directors or on 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 [This section is intentionally blank.]

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 are opened.

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 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, 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 that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

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 clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

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 that 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 that 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 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. 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 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must 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.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must 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. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

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 is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the 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.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA 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 any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will 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 fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT 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 identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify [FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES] and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

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

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$55 Million. Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.**

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must 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 “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be 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 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding 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 that is typically found on an invoice or price quote for such product or services.

5.9 All products or 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 should 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 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or 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 products or 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 this pricing must be included in its 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. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and 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 may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

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 reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

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 products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor’s line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as “Sourced Products/Equipment” or “Open Market Items” on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 “Cost plus a percentage” pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the 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), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “COMPANY 012411-CPY effective 02-12-2016.”

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must 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 products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

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 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable 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 is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express 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 products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

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

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 weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making 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,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may

help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and 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 and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points 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 proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should 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. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

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 unless the Vendor and NJPA agree to a different location.

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 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or

assumptions during the evaluation process. Upon contract award, the awarded 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 will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must 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 in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant 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, its agents, representatives, employees, or subcontractors, and the 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 does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering 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 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). 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 must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not 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 will be a court of competent jurisdiction with respect to the Member.

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. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires 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, the NJPA Member and the 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 the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a 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 of 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 products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends 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, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction 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 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.13.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.13.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.13.4 The Vendor fails to fulfill 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, or receipt of funds as established by NJPA and the Vendor;

7.13.6 The Vendor fails to properly report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds 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 NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by 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 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

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 will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: 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 the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

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 perform all obligations under this Contract. NJPA reserves the right to reject the acquiring 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 a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, 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 RFP 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 become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this 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 is 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 is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is 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 does not include late deliveries of 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 must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

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

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 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 an NJPA solicitation 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 termination of a 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 must 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 must 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, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, 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 may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the

power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 **FORMS**

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]



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: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

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: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this 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: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #031517

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

[FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES]

In compliance with the Request for Proposal (RFP) for [FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES,] the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA **#031517** _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products 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 by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number **#031517**

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

Executed this _____ day of _____, 20____ NJPA Contract Number **#031517**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number **#031517**

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[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: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

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 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____

_____ Its _____



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there 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?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

NOTE: You may have addressed some of the following questions elsewhere in your response. If so, please also answer these industry questions completely. Do not leave them blank.

- 19) Describe any background checks that you require of employees and prospective employees. How do you vet those personnel that might have access to sensitive NJPA member information?
- 20) Articulate your process for screening and hiring contractor candidates.
- 21) What term better describes your company: national or regional? Please explain.
- 22) Describe the methods that you use to monitor and conform to prevailing wage rate requirements throughout the U.S.
- 23) What reporting methods will you use to provide NJPA details on the service provided to our member agencies?
- 24) What is your average response time for both routine and urgent agency requests?
- 25) How do you remain ahead of current trends regarding products and technology?

26) Clearly describe your rate structure, and demonstrate how NJPA members can effectively determine their cost for your proposed solutions.

27) How do you ensure that your prices are competitive?

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

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all 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, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must 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 products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to 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 Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, 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 your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

Home > List of Bids > Bid Information

Bid Information

Pending Biddingo Approval

Bid Information for 031517

Bid Number	031517	Bid Name	FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES
Published By	National Joint Powers Alliance	Solicitation Type	Open to all suppliers
Contract Type	RFP	Procurement Name	Procurement
Published Date	01/26/2017	Closing Date	03/15/2017 04:30:00 PM CT
Country & Province/State	Ontario, Canada	Region & City	
Bid Type	Goods	Group	
Remind Notice Date	Not Applicable	Publish Option	
NIGP Code		Value Range	Not Applicable
Accept questions	Not Applicable	Tender Area	

Requirements

NDA Requirement	Not Applicable
NOI Date	Not Applicable
Site Meetings	Not Applicable

Bid Advertisement

National Joint Powers Alliance

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

031517

Closing Date: 03/15/2017 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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Bid Document

No Bid Document Selected

Selected Categories (Biddingo Category)

Safety Equipment/ Services / Supplies	First Aid training/supplies, Safety gears-boots, belts, helmet, Health and safety inspections (Fire Sprinkler systems), lifeline systems, fall arrest, fire extinguishers services and supply, Asbestos Management Plan, crowd control / portable gates etc.
Security Services / Supplies	Access control systems, security guards, guard dogs, home alarms, locksmiths, Private Investigation services, tracing services, armored services, guns, security software, barcode scanners, parking meters equipment, ID Systems, radar, CCTV, confidential shredding of documents, etc firearms, ammunitions, magazines, holsters, crowd control / portable gates etc.

Attached Bid Documents

Seq.	Name	Description	Size	Page	NDA Required	Preview Document
No File Attached						

Invited Bidders

Name / Email	Address	Phone	Fax
No Bidders Listed			

Name / Email	Address	Phone	Fax
No Bidder Invited			

© Copyright 2017 R2CoW. All Rights Reserved. Powered by **Biddingo.com**
[[SUPPORT \(Download Training Manuals\)](#)]



[ABOUT SSL CERTIFICATES](#)

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, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** 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

Case Number: NOT PROVIDED

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES

National Joint Powers Alliance; Bid Location Staples, MN, Cass County; Due 03/15/2017 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:

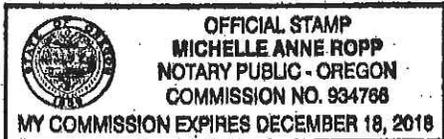
1/27/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 27th DAY OF January, 2017

Nick Bjork

Notary Public-State of Oregon



**NATIONAL JOINT POWERS ALLIANCE (NJPA)
FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES**

Proposal due 4:30 p.m.,
March 15, 2017

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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>.
Published Jan. 27, 2017. 11259157

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

Order No.: 11259157
Client Reference No: RFP #031517

Notice

Basic Information

Estimated Contract Value (CAD) \$999,999,999.00 (Not shown to suppliers)
Reference Number 0000048360
Issuing Organization National Joint Powers Alliance
Solicitation Type RFP - Request for Proposal
Solicitation Number 031517
Title FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SU
Source ID PP.CO.USA.868485.C88455

Details

Region All of Canada, All of Canada
Purchase Type Term: 2017/03/31 12:00:00 AM CDT - 2021/03/26 12:00:00 AM CDT
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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Dates

Publication 2017/01/26 08:49:09 AM CST
Questions are submitted online No
Bid Intent Not Available
Closing Date 2017/03/15 04:30:00 PM CDT

Contact Information

Ginger Line
218-894-1930
ginger.line@njpacoop.org

Bid Submission Process

Bid Submission Type Physical Bid Submission
Pricing Lump sum
Pricing Lump sum

Documents

Documents

Document	Size	Uploaded Date	Language
Details may be obtained by letter of request to Maureen Knight.docx [docx]	11 Kb	2017/01/26 08:48:40 AM CST	English

Categories

Selected Categories

MERX Categories (2)	
U	Other Other
U	Undefined Undefined
G	Goods Goods
G22	Miscellaneous Goods Miscellaneous Goods

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
No document has been requested yet.				

[Go Back To Agency View] [Bid Board]

Public | Purchase™

Chat  Help Logout

Home Search Browse My Stuff Tools



Bid RFP #031517 - FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

Bid Type **RFP**

Bid Number **031517**

Title **FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES**

Start Date **Jan 26, 2017 8:56:09 AM CST**

End Date **Mar 15, 2017 12:00:00 AM CDT**

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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Documents

No Documents for this bid

Customer Support: vendorsupport@publicpurchase.com | Copyright 1999-2017 © | The Public Group, LLC. All rights reserved.

The Public | Group



Cooperative Purchasing

- Procurement Process
- About Us
- Affiliations & Relationships
- Become a Member
- Become a Vendor

- Get to Know NJPA
- Current & Pending Solicitations
 - Indefinite Quantity Construction
 - Contracting Systems and related services
 - Automotive and Truck Replacement Parts and Tires with Related Equipment, Accessories, and Services
 - Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services
 - Multi-Function Copiers, Printers, and Equipment
 - Express Courier, Overnight, Ground Delivery Logistics Services
 - Elevators, Escalators, and Moving Walks with Related Equipment, Services, Accessories and Supplies
 - Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services
 - Pest Management with Related Products and Services

- Facility Security Equipment, Systems, and Services with Related Equipment 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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Pre-Proposal Conference: February 21, 2017 at 10:00 am CT
Sealed proposals due: March 15, 2017 at 4:30 pm CT

Proposals will be publicly opened: March 16, 2017 at 8:30 am CT

NJPA reserves the right to reject any and all proposals.

To Obtain RFP documents do one of the following:

1. E-mail rfp@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):

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

- Classroom Audio Technology Equipment with Related Accessories, Services, and Supplies
- Public Safety and Emergency Management Related Equipment, Supplies, and Services
- Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services
- Managed Service Provider (MSP) for Information Technology and I.T. Staff Augmentation
- Fleet Management and Related Technology Solutions
- Recreation and Playground Equipment, Accesories, and Supplies
- HVAC Systems, Installation, and Service with Related Products and Services
- Facility Security Equipment, Systems, and Services with Related Equipment and Supplies

Vendor Reference Guide

[Contracts - General](#)

[Contracts - Fleet](#)

[Contracts - ezlQC Construction](#)

[Cooperative Health](#)

[Current & Pending Solicitations](#)

[FAQs](#)

[How to Purchase](#)

[State Legal References](#)

[NJPA Access for Vendors](#)

[Public Sector Insured Deposit](#)

[Search Vendors & Products](#)

[Vendor Advantage](#)

[What Can NJPA Do For You](#)

[Procurement Plaza](#)



©2016 NATIONAL JOINT POWERS ALLIANCE®

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

888-894-1930

CONTACT US

[National Cooperative Contract Solutions](#)
[Press Room](#)
[Sitemap](#)
[States Legal Authority](#)
[Testimonials](#)
[Website Credits](#)

BECOME A MEMBER

[Contract Directory](#)
[List of NJPA Contracts](#)
[Membership Application](#)
[Member Testimonials](#)
[Who is NJPA?](#)

BECOME A VENDOR

[Current & Pending Solicitations](#)
[Vendor Get To Know Us](#)
[Vendor Reference Guide](#)

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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time. 2892701

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

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Allison Branham, Classified Team Lead of THE STATE, and makes oath that the advertisement,

REQUEST FOR PROPOSALS The National Joint Powers Alliance® (NJPA), on behalf of 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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES.

0002892701

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

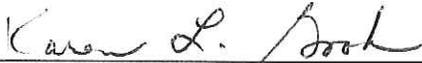
January 26, 2017



Allison Branham, Classified Team Lead

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

on this day, June 29, 2017



Notary Public

My commission expires
September 7, 2026.

"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."

Tim Daly breaks knee, ankle skiing at Sundance

Maevie McDermott @maeviemcdermott USA TODAY

That's not how anyone wants to end their Sundance experience. Madam Secretary star Tim Daly broke bones in both legs in a skiing accident while vacationing



JEFFERSON GRAHAM, USA TODAY

in Utah for the Sundance Film Festival, the actor confirmed via Twitter on Wednesday. "Broke my right ankle and left knee skiing. Simultaneously! How's that for talent? I'm all good," he wrote. Despite his injury, Madam Secretary is not expected to delay production, with the show's writers working on ways to accommodate Daly's situation in the

script. Options include the writers including Daly's injury in the plot, or using camera trickery to shoot around it, similar to how shows accommodate actresses' pregnancies. Daly, 60, is likely to appear in all of the episodes in the upcoming third season of the CBS show, in which he stars alongside his real-life girlfriend, Tea Leoni.

To view more Classified listings, visit: www.USATODAYClassifieds.com

MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES

LEGAL NOTICES

Legal Notice Reorganized RFS Corporation ("RFS") gives notice that on January 12, 2017 RFS dissolved. Pursuant to 8 Del. C. § 280, RFS gives notice that any person having a legal claim, including all contingent contractual claims, against RFS must submit a written claim submission on or before April 3, 2017. All claim submissions must be in writing, set forth both the substance of the claim and identity of the claimant with sufficient detail, and be mailed to Reorganized RFS Corporation of Him, James A. Goodman, 19273 Chapel Creek Drive, Boca Raton, FL 33431. All written claims not received on or before March 28, 2017 will be barred and RFS may make distributions to other claimants and the stockholders of RFS without further notice. Notice is further given that in 2014, 2015 and 2016, RFS made aggregate annual distributions to its stockholders in the amount of \$0, \$21,054,567.63 and \$300,000.00, respectively.

PUBLIC NOTICES

Region 4 Education Service Center (ESC), TX is requesting proposals from qualified and experienced firms to provide Security System Services (RFP No.17-05). In order to be considered, the Offeror must complete and submit its proposal to Region 4 ESC at the location indicated, prior to or at the exact date and time indicated in the solicitation documentation available at www.nationalipa.org

PROPOSAL DUE DATE: February 23, 2017, BEFORE 2:00 PM CENTRAL TIME

Reach 2.5 Million Readers Call: 877-792-4090

PUBLIC NOTICES

Region 4 Education Service Center (ESC), TX is requesting proposals from qualified and experienced firms to provide Facility Technology Integration (RFP No.17-06). In order to be considered, the Offeror must complete and submit its proposal to Region 4 ESC at the location indicated, prior to or at the exact date and time indicated in the solicitation documentation available at www.nationalipa.org

PROPOSAL DUE DATE: February 23, 2017, BEFORE 2:00 PM CENTRAL TIME

Region 4 Education Service Center (ESC), TX is requesting proposals from qualified and experienced firms to provide Books (Conventional Bound/eBooks) and Related Services (RFP No.17-07). In order to be considered, the Offeror must complete and submit its proposal to Region 4 ESC at the location indicated, prior to or at the exact date and time indicated in the solicitation documentation available at www.nationalipa.org

PROPOSAL DUE DATE: MARCH 9, 2017, BEFORE 2:00 PM CENTRAL TIME

To advertise in USA TODAY, call sales@russelljohns.com

PUBLIC NOTICES

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, non-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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Vaino, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56475, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 a.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

PERSONALS

Make a Connection Talk to Stacy Simons FREE! Call 800-945-3147 www.thebooks.com/184

CAREERS

EMPLOYMENT

Hiring Pump Truck Drivers in CT, RI, PA, NY, NJ, VA, NC and NY. Apply for 2017 Seasonal Positions. The position is available in a variety of general purpose applications. Physical ability to lift, push, pull, and carry up to 50 lbs. of materials. Must be able to work in all weather conditions. *No employment agency.

SET YOUR BRAND AT A RT. Advertise with USA TODAY! 800-397-0070

HEALTH/FITNESS

VIAGRA Cialis LEVITRA STAMIN - PROPIGIA & MORE

FDA-Approved Medications U.S. Licensed Pharmacies

VIA MEDIC SAFE • SECURE • DISCREET

OVERNIGHT SHIPPING AVAILABLE

800-551-0352 Visit viamedic.com/USA for special offers

NOTICES

PUBLIC NOTICE

MISSING MARY ANN SWITALSKI



Photo Not Been Age Progressed. DOB: Sep 14, 1946 Race: White Missing: Hair: Blonde Age: Now: 70 Eyes: Hazel From: Chicago, IL NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN 1-800-THE-LOST

PUZZLES

CROSSWORD

BY Frank Longo

FOUR PARTS OF 41

ACROSS

- 1 Layered helix
5 Sedgwick of "The Closer"
9 False fronts
14 Dallas-based hotel chain
15 "Stardust" novelist
16 Freak out
17 Culture Club frontman
19 Part of WASP
20 Muscle below a delt
21 Decline, with "out"
23 With 56-Down, low-calorie drinks
24 "Bebes in Toyland" composer
27 Kekkonen of country music
29 Chart-topper
30 Yankee teammate of Babe
31 Sulky-puller's gait, perhaps
33 Plus mare (Abbey)
36 Mess up on
40 One who may work without a net
44 Leisurely stroll
45 Huffy volume
46 Little rascal
48 Wizards' org.
50 Sea plea
51 Shrub with pink flowers and scarlet fruit
57 Ant's creation
58 Pig squeal syllable
59 Big fuss
60 Aquafina alternative
62 Title for the person named at the ends of 17-, 24-, 40- and 51-Across
67 Islamic decree
68 Bit of deceit
69 Salve ingredient
70 Walk in galeshes, maybe
71 One way to store data

Crossword grid with numbers 1-71 indicating starting positions for clues.

DOWN

- 1 Cry a river
2 Coverage plan, in brief
3 "Take your pick"
4 2013 Ben Affleck bomb
5 More complex, as a locale
6 Frank Zappa's "Shut Up 'n Play"
7 Extreme severity
8 Hebrew alphabet opener
9 Hydrotherapy
10 Not constructed by machine
11 Hartman of "Law & Order"
12 Millrose Games runner
13 Adams who draws "Dillbert"
18 Prying word
19 Card info

Answers: Call 1-800-988-8300, 99 cents a minute, or with a credit card, 1-800-320-4280.

WORD ROUNDUP

By David L. Hoyt and Jeff Knorr

Find and Circle

- Seven original "Star Trek" characters
Apple
Two five-letter animals starting with B
"Uptown Girl" song (first/last name)
Film and song company
Wednesday's answer: TREE TRUNK GUEE / MANITOBA, ONTARIO ALBERTA QUEREZ / TWENTY THIRTY FORTY REFF / DOLLAR PESO YEN / EAST WEST

QUICK CROSS

By John Wilmas

Quick Cross grid with clues: 2007 Ellen Page movie, From the top, Popular dinner drink, Actor Laurel, 1975 Spielberg movie, Military group, "99 Luftballoon" singer, Actor Wilson.

REDS, ECUP, DRNO, DUET

SUDOKU

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

Sudoku grid with numbers 4, 2, 8, 1, 6, 7, 1, 4, 2, 4, 5, 7, 9, 7, 2, 9, 5, 6, 4, 9, 5, 1, 3, 5, 5, 8.

U.S. SUDOKU FUSION ON YOUR PHONE moblgame.usatoday.com

UP & DOWN WORDS

By David L. Hoyt and Russell Hoyt

- 1. ARRIVE
2.
3.
4.
5.
6.
7.
IRON

CLUES

- 1. Get there ahead of time
2. Warm and heavy February
3. Bayside of Daytona Beach
4. Rip into
5. Dierks's request
6. Type of coronal beam
7. Constellation beam

WEDNESDAY'S ANSWER: SCIENCE, TEST, DRIVE, UNDER, WRAPS, UP, AGAINST

WEDNESDAY'S ANSWER

Wednesday's Answer grid with words: REDS, ECUP, DRNO, DUET, QUICK CROSS ON YOUR PHONE, SUDOKU FUSION ON YOUR PHONE.

U.S. SUDOKU FUSION ON YOUR PHONE moblgame.usatoday.com

TXTPERT

Answer Down: 1.4437923, 1.4933, 4.8268766, 2.6656669, 6.25443, 8.8733, 5.633, 8.936, 7.386

Today's theme: Feelings

Word search grid with letters: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

USA TODAY and B&B Creative

DON'T QUOTE ME!

Writer Robert Fulghum offers this advice: STICKS AND... MAY... OUR... WILL... OUR... 121

Wednesday's Answer: "A job without an argument is a job well done." -Angelo Carter

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED. TAX I.D.# 87-0217663
801-204-6910

Deseret News



The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

PO. 6980
Invoice?

CUSTOMER NAME AND ADDRESS

ACCOUNT NUMBER

NATIONAL JOINT POWERS ALLIANCE,
Accounting Dept
PO BOX 219

9001496962

DATE

STAPLES MN 56479

1/26/2017

ACCOUNT NAME

NATIONAL JOINT POWERS ALLIANCE,

TELEPHONE

ORDER # / INVOICE NUMBER

2188945483

0001133752 /

PUBLICATION SCHEDULE

START 01/26/2017 END 01/26/2017

CUSTOMER REFERENCE NUMBER

RFP #031517

CAPTION

REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of N

SIZE

39 LINES

1 COLUMN(S)

TIMES

TOTAL COST

3

89.63

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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. 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@njpacorp.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.
1133752 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP 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 UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, 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 INDEFINATELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 01/26/2017 End 01/26/2017

DATE 1/26/2017

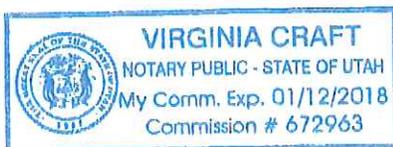
SIGNATURE *Ann Dartnell*

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 26TH DAY OF JANUARY IN THE YEAR 2017

BY ANN DARTNELL



Virginia Craft
NOTARY PUBLIC SIGNATURE

Form C

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



Company Name: Siemens Industry Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Section 7 and Section 8	Terms and Conditions	Siemens has supplied our Standard Terms and Conditions for National Supply Agreements with this proposal. This substitution will allow Siemens to provide NJPA members with the assurance of quality products that include EVSE and all necessary equipment for upgrading their electrical infrastructure. These terms should be acceptable to NJPA, as the contract won by our Building Technologies Division provides a similar agreement to your members currently.	See Clarification
Form D	Formal Offering of Proposal	<p>We will take an exception to the following statement, "The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and the the Proposer accepts responsibility for any subcontractors used to fulfill this proposal."</p> <p>Siemens will exclude installer contacts from this provision. Siemens will be providing its distributor network to your members so that they can get assistance with their projects from a local install companies and will negotiate in good faith for fixed pricing where available. Siemens does not take a prime role for nationwide installation service.</p>	Accepted

Proposer's Signature: [Signature]

Date: 5/15/17

NJPA's clarification on exceptions listed above:

Section 7 and Section 8: This provision may be added as an additional term and condition with individual members.

Review and Approved:
[Signature] 6/07/17
 NJPA Legal Department

Contract Award
RFP #030317

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)



HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES |

In compliance with the Request for Proposal (RFP) for HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Siemens Industry, Inc. Date _____

Company Address: 1000 Deerfield Parkway

City: Buffalo Grove State: IL Zip: 60089

Contact Person: Kevin Healy Title: National Business Development Manager

Authorized Signature: [Signature], Marie E. Benhard
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 031517-SIE

Proposer's full legal name: Siemens Industry, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be June 30, 2017 and will expire on June 30, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



 NJPA DIRECTOR OF COOPERATIVE CONTRACTS
 AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwarz
 (NAME PRINTED OR TYPED)



 NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
 (NAME PRINTED OR TYPED)

Awarded on June 29, 2017

NJPA Contract # 031517-SIE

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name **Siemens Industry, Inc.** _____

Authorized Signatory's Title


 VENDOR AUTHORIZED SIGNATURE

Thomas Stollo
 Sr. Director
 Business Excellence

 (NAME PRINTED OR TYPED)

NAME: 
 TITLE: Peter Kamps
 Vice President
 Finance & Business Administration
 DATE: _____

Executed on 8/4, 2017

NJPA Contract # 031517-SIE

Form F

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

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

SIEMENS

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: Siemens Industry, Inc.

Address: 1000 Deerfield Parkway

City/State/Zip: Buffalo Grove, IL 60089

Telephone Number: 847-215-1000

E-mail Address: Marc.bouchard@siemens.com

Authorized Signature: _____

Authorized Name (printed): Marc E. Bouchard

Title: Counsel

Date: 3/14/17

Notarized

Subscribed and sworn to before me this 14 day of March, 2017

Notary Public in and for the County of Lake State of ILLINOIS

My commission expires: 1/24/2020

Signature: Paula Cavar



Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Siemens Industry, Inc.

Questionnaire completed by: Kevin / Edrick Arroyo

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
Siemens standard payment terms are Net 30.
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

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

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

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Orders to be processed via NJPA's purchasing vehicle will follow the process below:

- Stage 1 a notice of intent to purchase will be issued to the Siemens Center of Competence liaison
- Stage 2 all pricing and deliverables will be reviewed/ quality checked and released via the Center of Competence and appropriate regional field office responsible for delivery/ installation/ service
- Stage 3 all associated documentation will be executed, invoices will be created and work/ delivery will begin per the terms set forth in the "Statement of Work" and under guidelines according to NJPA and Siemens standards

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

The Proposer warrants that all products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty vendor's standard form warranty.

- Do your warranties cover all products, parts, and labor? Yes
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? No
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Yes
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? No
- How will NJPA Members in these regions be provided service for warranty repair? N/A
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? Yes
- What are your proposed exchange and return programs and policies?

The Proposer warrants that all products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty vendor's standard form warranty.

- 6) Describe any service contract options for the items included in your proposal.

Siemens Advantage Services offers four different service plan levels that allow the Customer to tailor the service program to meet the specific requirements for responsiveness, support and budget management. The service-level plans are segmented by the response time a customer needs for emergency and non-emergency problems, as well as whether labor and material are covered in the service agreement. The plan details, or attributes, define the customer's service experience, including when calls are taken from the customer and when we will provide service. Ultimately, an Advantage Services agreement combines a service plan with a service package. It is the goal of Siemens to train Customer Staff on operation of the Integrated Solution. Having an expert "on-staff" is an invaluable tool in managing a successfully integrated solution.

Platinum

The Platinum Advantage Services plan is designed for customers who experience serious business interruptions if critical building systems fail. When emergencies occur, Siemens experts will be on site within four hours for critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens staff will be on site within eight hours 24x7. In addition to the peace of mind that comes from knowing equipment downtime is minimized, the Platinum plan also eliminates budget surprises. All repair and replacement parts and labor for equipment covered by the plan are included in the service contract. The service program begins with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Software support and updates are another important aspect of keeping the system functioning optimally and are provided as they are issued, and as applicable to the system, under the Platinum plan. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify and resolve problems and concerns in performing tasks to keep systems running smoothly. During coaching sessions, we address specific issues concerning the use of systems in your facility. Siemens patented site360™ service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time.

The result of the Platinum Advantage Services Plan is confidence in the operation of your critical building technology and the comfort, occupant safety and security of your facility. With the Platinum plan, Siemens offers

unsurpassed commitment in fast and efficient repair services. No other plan offers greater support, faster on-site response time, more hours of coverage or a wider range of services.

Gold

The Gold Advantage Services plan is designed for customers looking for a partner to ensure dependability and high reliability from their building systems. Siemens service team of factory-trained experts handles maintenance and repairs quickly and efficiently. This plan provides response to emergencies within four hours for on-site repair of critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours 24x7. In addition to the peace of mind that comes from knowing system downtime is minimized, the Gold plan also helps customers plan, budget and control their operating costs. All labor for repairs and replacements are included in the plan while parts are billed at the negotiated material discount outlined in the contract. If requested, the service program can begin with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Audits are billed at the negotiated labor rate outlined in the contract. Software support and updates are another important aspect of keeping the system functioning optimally and are provided at scheduled preventive maintenance visits, as appropriate. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify and resolve problems in performing tasks to keep equipment running smoothly. During coaching sessions, we address specific issues concerning the use of the systems in your facility. Siemens site360™ service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Gold Advantage Services plan is an optimal level of building comfort, occupant safety and security.

Silver

The Silver Advantage Services plan is an economical choice for customers that want a reliable back-up support for their maintenance staff so they can minimize the downtime of building systems and equipment. The Silver plan is a balance between price and performance that provides on-site response by our team of factory-trained local experts on the next regularly scheduled business day Monday through Friday. Labor to repair or replace parts is included in the Silver Plan and parts are billed at the negotiated material discount outlined in the contract. Software support and updates are another important aspect of keeping the system functioning optimally and are provided, as applicable, during scheduled preventive maintenance visits. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify and resolve problems in performing tasks to keep your systems running smoothly. During coaching sessions, we address specific issues concerning the use of the systems in your facility. Siemens site360™ service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Silver Advantage Services plan is reliable building comfort, occupant safety and security.

Bronze

The Bronze Advantage Services plan is an economical choice for customers that need occasional expert support for their maintenance staff so they can minimize the downtime of building systems and equipment. If requested, the Bronze plan provides on-site response by our team of factory-trained local experts at the negotiated labor discount outlined in the contract. The Bronze plan also meets the need for specific services where the expertise of Siemens staff is required. Labor, parts and software support and upgrades are billed according to negotiated rates outlined in the contract. The plan also includes operator coaching, which provides another layer of confidence by helping your staff identify, verify and resolve problems in performing tasks to keep your systems running smoothly. During coaching sessions, we address specific issues concerning the use of the systems. In addition, Siemens patented site360™ service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Bronze Advantage Services plan is economical support for building comfort, occupant safety and security.

Pricing, Delivery, Audits, and Administrative Fee

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

Please refer to Appendix A.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Pricing is presented as line item pricing. Prices shown are discounted from Siemens Industry MSRP (based on GSA schedules +% or more than 50% reduction from MSRP) but do not show volume discounts. Volume discounts may be available episodically as dictated by manufacturing and delivery cycles and other circumstances.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

This varies by Product Line.

- Security ranges from 20% - 5%
- Fire Systems are 58%
- Building Automation is 60%

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume discounts may be able to offer at single site locations.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

We intend to provide “Open Source” items discounted from list in a consistent manner with listed equipment.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

The prices proposed herein are item costs and do not include State Tax or in some cases Use Tax. This will be reflected as separate line items, as they apply with each associated invoice

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Products are generally shipped from our local branch office to the client. For product only sales (small units/replacement items) we will quote the box price and associated shipping charges from the local branch. If we source product from another country, we reserve the right to quote FOB separately. Solution sales, where Siemens is responsible for delivery of a project (turn-key) will be inclusive of delivery and freight charges.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

We deliver ship equipment to our Branches located in the member's area. Some equipment is acquired locally. The shipping charges are shown on the quotation.

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

None

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

On our initial 4 year contract we supported our NJPA program through our Enterprise Client Solutions group (ECS). That made sense since NJPA is a National Program and the ECS group is responsible for National Clients. But although the contract is National, the members do not have national footprints. NJPA members are clients of our Branch Network, which we call System House.

That didn't stop us from supporting and growing the contract. But for the purposes of moving forward with improved processes it's necessary for us to re-align the NJPA contract into the System House organization. We will apply the System House resources to the following areas:

- Establishing order intake goals on an Area/Zone basis that lead to individual goals associated with this market.
- Establishing incentive programs particular to use of the NJPA contract.
- Improved internal Marketing through Siemens Social Media, Newsletter, and Webinars.
- External Marketing for Trade Shows and NJPA Newsletter.
- Earlier tracking of NJPA opportunities in our CRM for improved management
- Additional Finance resources to improve our reporting to the NJPA
- Improved Change Control Process to reduce additions to our NJPA list and encourage use of the extensive parts list already in place. The Price List will be easier to maintain and should not require the same amount of updates as we've experienced, and the format and structure are still similar so there is continuity with the existing Price List.

Our NJPA contract has grown, but from our perspective it could grow much more. Since the order intake of that growth is most important to our System House organization's growth plans, having the NJPA aligned with them will enable us to deploy the resources necessary to accomplish the above mentioned initiatives.

The need for this re-alignment is clearly understood by Siemens management, and in fact this RFP process stimulated our internal discussions on this matter. The plans are now under

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We expect no change and anticipate continuing to use 2%.

Industry-Specific Questions

19) Describe any background checks that you require of employees and prospective employees. How do you vet those personnel that might have access to sensitive NJPA member information?

Siemens Industry performs background checks on all applicants prior to being offered terms of employment. Additionally, those in contact with government or sensitive information are subject to additional investigation as well as required to carry TWIC cards or maintain other security clearances as determined by their job function.

20) Articulate your process for screening and hiring contractor candidates.

Contractors are subject to the same screening requirements.

21) What term better describes your company: national or regional? Please explain.

Siemens is a National Company with offices across the US and Canada. This is consistent with our Global footprint.

22) Describe the methods that you use to monitor and conform to prevailing wage rate requirements throughout the U.S.

Siemens has specific persons responsible at every branch location responsible for understanding and monitoring prevailing wage changes and requirements.

23) What reporting methods will you use to provide NJPA details on the service provided to our member agencies?

We will continue to use the excel spreadsheet format recommended by the NJPA. Internally we track the sales activity in our CRM.

24) What is your average response time for both routine and urgent agency requests?

Standard response is 24 hours from the time of call during regular hours. 24/7 Emergency Response times and remote service capabilities can be negotiated. Standard Off hour's rates are shown in our rate tables.

25) How do you remain ahead of current trends regarding products and technology?

We have extensive R & D efforts for our product lines, a fact of which we are very proud. We also participate in Industry Advisory Groups for all of our Product lines. We are at the forefront of Integration of Systems, the technologies associated with the Internet of Things, and Green Building initiatives.

26) Clearly describe your rate structure, and demonstrate how NJPA members can effectively determine their cost for your proposed solutions.

Our rate structure is a cost plus model that provides flexibility for our sales force to negotiate price solutions. The NJPA Price sets the upper boundary on products and labor rates, and I've seen our sales reps adapt to market conditions and hone their price quotes adapting to competitive pressures as one would expect.

SIEMENS

27) How do you ensure that your prices are competitive?

Siemens participates in a very large number of projects so we have plenty of data about the markets. We have an extensive marketing research group that uses this data and provides regular updates on market trends and a big component of that research is pricing. That comes from Industry research and from client feedback to our Voice of the Customer campaign.

Signature: _____



Date: _____

3/17/2017

Marc E. Bouchard
Counsel

Home > List of Bids > Bid Information

Bid Information

Pending Biddingo Approval

Bid Information for 031517

Bid Number	031517	Bid Name	FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES
Published By	National Joint Powers Alliance	Solicitation Type	Open to all suppliers
Contract Type	RFP	Procurement Name	Procurement
Published Date	01/26/2017	Closing Date	03/15/2017 04:30:00 PM CT
Country & Province/State	Ontario, Canada	Region & City	,
Bid Type	Goods	Group	
Remind Notice Date	Not Applicable	Publish Option	
NIGP Code		Value Range	Not Applicable
Accept questions	Not Applicable	Tender Area	

Requirements

NDA Requirement	Not Applicable
NOI Date	Not Applicable
Site Meetings	Not Applicable

Bid Advertisement

National Joint Powers Alliance

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

031517

Closing Date: 03/15/2017 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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Bid Document

No Bid Document Selected

Selected Categories (Biddingo Category)

Safety Equipment/ Services / Supplies	First Aid training/supplies, Safety gears-boots, belts, helmet, Health and safety inspections (Fire Sprinkler systems), lifeline systems, fall arrest, fire extinguishers services and supply, Asbestos Management Plan, crowd control / portable gates etc.
Security Services / Supplies	Access control systems, security guards, guard dogs, home alarms, locksmiths, Private investigation services, tracing services, armored services, guns, security software, barcode scanners, parking meters equipment, ID Systems, radar, CCTV, confidential shredding of documents, etc firearms, ammunitions, magazines, holsters, crowd control / portable gates etc.

Attached Bid Documents

Seq.	Name	Description	Size	Page	NDA Required	Preview Document
No File Attached						

Invited Bidders

Name / Email	Address	Phone	Fax
No Bidders Listed			

Name / Email	Address	Phone	Fax
No Bidder Invited			

© Copyright 2017 R2CoW. All Rights Reserved. Powered by **Biddingo.com**
[[SUPPORT \(Download Training Manuals\)](#)]



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, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** 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

Case Number: NOT PROVIDED

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES

National Joint Powers Alliance; Bid Location Staples, MN, Cass County; Due 03/15/2017 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:

1/27/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 27th DAY OF January, 2017

Nick Bjork

Notary Public-State of Oregon



**NATIONAL JOINT POWERS ALLIANCE (NJPA)
FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES**

Proposal due 4:30 p.m.,
March 15, 2017

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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>
Published Jan. 27, 2017. 11259157

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

Order No.: 11259157
Client Reference No: RFP #031517

Notice

Basic Information

Estimated Contract Value (CAD) \$999,999,999,999.00 (Not shown to suppliers)
Reference Number 0000048360
Issuing Organization National Joint Powers Alliance
Solicitation Type RFP - Request for Proposal
Solicitation Number 031517
Title FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SU
Source ID PP.CO.USA.868485.C88455

Details

Region All of Canada, All of Canada
Purchase Type Term: 2017/03/31 12:00:00 AM CDT - 2021/03/26 12:00:00 AM CDT
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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Dates

Publication 2017/01/26 08:49:09 AM CST
Questions are submitted online No
Bid Intent Not Available
Closing Date 2017/03/15 04:30:00 PM CDT

Contact Information

Ginger Line
218-894-1930
ginger.line@njpacoop.org

Bid Submission Process

Bid Submission Type Physical Bid Submission
Pricing Lump sum
Pricing Lump sum

Documents

Documents

Document	Size	Uploaded Date	Language
Details may be obtained by letter of request to Maureen Knight.docx [docx]	11 Kb	2017/01/26 08:48:40 AM CST	English

Categories

Selected Categories

MERX Categories (2)	
U	Other Other
U	Undefined Undefined
G	Goods Goods
G22	Miscellaneous Goods Miscellaneous Goods

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
No document has been requested yet.				

[Go Back To Agency View] [Bid Board]

Public | Purchase™

Chat  Help Logout

Home Search Browse My Stuff Tools



Bid RFP #031517 - FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

Bid Type **RFP**

Bid Number **031517**

Title **FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES**

Start Date **Jan 26, 2017 8:56:09 AM CST**

End Date **Mar 15, 2017 12:00:00 AM CDT**

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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Documents

No Documents for this bid

Customer Support: vendorsupport@publicpurchase.com | Copyright 1999-2017 © | The Public Group, LLC. All rights reserved.

The Public | Group



JOIN NOW BECOME A VENDOR

Cooperative Purchasing

- Procurement Process
- About Us
- Affiliations & Relationships
- Become a Member
- Become a Vendor

- Get to Know NJPA
- Current & Pending Solicitations
 - Indefinite Quantity Construction
 - Contracting Systems and related services
 - Automotive and Truck
 - Replacement Parts and Tires with Related Equipment, Accessories, and Services
 - Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services
 - Multi-Function Copiers, Printers, and Equipment
 - Express Courier, Overnight, Ground Delivery Logistics Services
 - Elevators, Escalators, and Moving Walks with Related Equipment, Services, Accessories and Supplies
 - Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services
 - Pest Management with Related Products and Services

- Facility Security Equipment, Systems, and Services with Related Equipment 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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Pre-Proposal Conference: February 21, 2017 at 10:00 am CT
Sealed proposals due: March 15, 2017 at 4:30 pm CT

Proposals will be publicly opened: March 16, 2017 at 8:30 am CT

NJPA reserves the right to reject any and all proposals.

To Obtain RFP documents do one of the following:

1. E-mail rfp@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):

Vendor Name *

Vendor Address *

Vendor City *

Vendor State *

Vendor State *

Vendor Zip Code *

Contact Name *

Contact Phone Number *

Vendor Email Address *

Submit

- Classroom Audio Technology
Equipment with Related
Accessories, Services, and
Supplies
- Public Safety and Emergency
Management Related Equipment,
Supplies, and Services
- Vehicles, Cars, Vans, SUVs, and
Light Trucks with Related
Equipment, Accessories, and
Services
- Managed Service Provider
(MSP) for Information Technology
and I.T. Staff Augmentation
- Fleet Management and Related
Technology Solutions
- Recreation and Playground
Equipment, Accesories, and
Supplies
- HVAC Systems, Installation, and
Service with Related Products and
Services
- Facility Security Equipment,
Systems, and Services with Related
Equipment and Supplies

Vendor Reference Guide

- Contracts - General

- Contracts - Fleet

- Contracts - ezIQ Construction

- Cooperative Health

- Current & Pending Solicitations

- FAQs

- How to Purchase

- State Legal References

- NJPA Access for Vendors

- Public Sector Insured Deposit

- Search Vendors & Products

- Vendor Advantage

- What Can NJPA Do For You

- Procurement Plaza



©2016 NATIONAL JOINT POWERS ALLIANCE®

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

888-894-1930

CONTACT US

[National Cooperative Contract Solutions](#)
[Press Room](#)
[Sitemap](#)
[States Legal Authority](#)
[Testimonials](#)
[Website Credits](#)

BECOME A MEMBER

[Contract Directory](#)
[List of NJPA Contracts](#)
[Membership Application](#)
[Member Testimonials](#)
[Who is NJPA?](#)

BECOME A VENDOR

[Current & Pending Solicitations](#)
[Vendor Get To Know Us](#)
[Vendor Reference Guide](#)

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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time. 2892701

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

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Allison Branham, Classified Team Lead of THE STATE, and makes oath that the advertisement,

REQUEST FOR PROPOSALS The National Joint Powers Alliance® (NJPA), on behalf 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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES.

0002892701

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

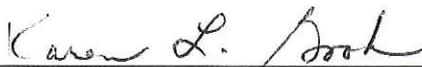
January 26, 2017



Allison Branham, Classified Team Lead

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

on this day, June 29, 2017



Notary Public

My commission expires
September 7, 2026.

"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."

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED. TAX I.D.# 87-0217663
801-204-6910

Deseret News



The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

PO. 6980
Invoice?

CUSTOMER NAME AND ADDRESS

ACCOUNT NUMBER

NATIONAL JOINT POWERS ALLIANCE,
Accounting Dept
PO BOX 219

9001496962

DATE

STAPLES MN 56479

1/26/2017

ACCOUNT NAME

NATIONAL JOINT POWERS ALLIANCE,

TELEPHONE

ORDER # / INVOICE NUMBER

2188945483

0001133752 /

PUBLICATION SCHEDULE

START 01/26/2017 END 01/26/2017

CUSTOMER REFERENCE NUMBER

RFP #031517

CAPTION

REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of N

SIZE

39 LINES 1 COLUMN(S)

TIMES

TOTAL COST

3

89.63

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 #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.
1133752 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP 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 UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, 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 INDEFINATELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 01/26/2017 End 01/26/2017

DATE 1/26/2017

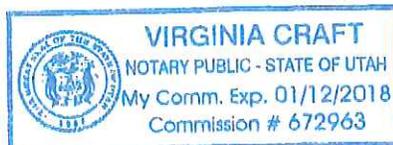
SIGNATURE *Ann Dartnell*

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 26TH DAY OF JANUARY IN THE YEAR 2017

BY ANN DARTNELL



Virginia Craft
NOTARY PUBLIC SIGNATURE



www.njpacoop.org

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

Proposal Opening Witness

Date of opening: March 16, 2017

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 #031517 for the procurement of FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

Proposals are evaluated first on level-one responsiveness, then on the other criteria included in the RFP. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Responses were received from the following:

- APi National Service Group – received 3/13/17 at 11:08:24am**
Proposer deemed responsive
- Cinch Systems INC-received 3/6/17 at 9:43:06am**
Proposer deemed responsive
Certificate of insurance – not provided
Electronic copy – not provided
- Convergent Technologies – received at 3/13/17 at 11:37:53am**
Proposer deemed responsive
- Johnson Controls, Inc. – received 3/14/17 at 2:46:39pm**
Proposer deemed responsive
- Life Safety Services, LLC – received 3/13/17 at 9:45:28am**
Proposer deemed responsive
- March Network – received at 3/15/17 at 12:12:36pm**
Proposer deemed responsive
- Siemens Industry, Inc. – received 3/15/17 at 10:49:53am**
Proposer deemed responsive
- SimplexGrinnell, LP – received 3/14/17 at 12:29:13pm**
Proposer deemed responsive
- Stanley Convergent Security Solution Inc. – received 3/14/17 at 11:25:06am**
Proposer deemed responsive
- Star Asset Security, LLC – received 3/15/17 at 12:13:06pm**
Proposer deemed responsive
- Status Solutions, LLC – received at 3/15/17 at 12:13:37pm**
Proposer deemed responsive
Certificate of insurance – not provided
- Tyco Integrated Security LLC – received at 3/15/17 at 1:51:33pm**
Proposer deemed responsive

Proposers that are deemed level-one responsive must provide any missing documentation within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending this missing documentation.

www.njpacoop.org



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

WITNESSES:

A handwritten signature in black ink, appearing to read "Chris Robinson", written over a horizontal line.

Chris Robinson, Contracts and Compliance Lead Analyst, NJPA

A handwritten signature in black ink, appearing to read "Gregg Meierhofer", written over a horizontal line.

Gregg Meierhofer, CPPO, Contract Procurement Analyst, NJPA

A handwritten signature in black ink, appearing to read "Ginger Line", written over a horizontal line.

Ginger Line, CPPB, Senior Contract Procurement Analyst, NJPA

A handwritten signature in black ink, appearing to read "Kim Austin", written over a horizontal line.

Kim Austin, Contract Procurement Analyst, NJPA

A handwritten signature in black ink, appearing to read "Sheila Christoffersen", written over a horizontal line.

Sheila Christoffersen, Procurement Support Specialist, NJPA





Form G
FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

Possible Points	API National Service Group	Cinch Systems INC	Convergingt. Technologies	Johnson Controls, Inc.	Life Safety Services, LLC	March Networks
Conformance to Terms/ Conditions to Include						
Documentation	50	36	31	41	43	40
Pricing	400	314	303	320	324	307
Financial, Industry and Bidder's Ability to Sell/ Bidder's Marketing Plan	75	61	43	61	67	50
Value Added Attributes	50	86	54	76	92	64
Warranty Coverages and Information	75	39	29	41	44	38
Selection and Variety of Products and Services Offered	50	40	34	41	38	35
Total Points	1,000	744	782	843	880	712
Rank Order		7	12	6	1	11

Possible Points	Siemens Industry, Inc.	SimplexGrinnell, LP	Stanley Convergent Security Solution Inc.	Star Asset Security, LLC	Status Solutions, LLC	Tyco Integrated Security LLC
Conformance to Terms/ Conditions to Include						
Documentation	50	42	43	42	41	36
Pricing	400	331	316	316	315	302
Financial, Industry and Marketplace Successes	75	60	66	66	54	54
Bidder's Ability to Sell/ Service Contract Nationally	100	90	91	88	65	69
Bidder's Marketing Plan	50	40	44	40	35	36
Value Added Attributes	75	58	60	57	49	49
Warranty Coverages and Information	50	40	42	36	34	34
Selection and Variety of Products and Services Offered	200	170	180	158	134	110
Total Points	1,000	831	842	803	727	690
Rank Order		4	2.5	5	8	10

Keith Austin
 Keith Austin, NJPA

Jim Kane
 Jim Kane, NJPA

Don Listug
 Don Listug, JD, NJPA

Keith Hanson
 Keith Hanson, CPA, NJPA

Tim Spitzley
 Tim Spitzley, NJPA

Gregg Meleffloter
 Gregg Meleffloter, CPPB, CPPO, NJPA



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #031517
Entitled

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on January 27, 2017, in South Carolina's *The State* on January 26, 2017, in Utah's *The Salt Lake Tribune* on January 26, 2017, in *USA Today* on January 26, 2017, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx, and Biddingo:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

RFPs were requested by and distributed to:

911 Security Cameras Inc.	JCI
Absco Solutions	Johnson Controls
ADGA Group	Justice Systems
ADT, LLC	KelTech
Alco-Chem, Inc.	Kratos Public Safety & Security
Allied Fire & Security	Last Mile Inc.
Allied Universal	Latta Technical Services, Inc.
APi National Service Group	Leverage Information Systems
Aruba	LibraryWorks
ATS Facility Security	Life Safety Engineered Systems, Inc.
Aventura	Life Safety Systems, Inc.
Avigilon	March Networks
Bay Alarm Company	Morard & Company, Inc.
BEST Access Solutions, Inc.	Morse Watchmans Inc.
Better Power	Mutualink, Inc.
BH Photo	Nevada State Purchasing

Black Creek Integrated Systems Corp.	Northland Business Systems
BryComm	Oatridge Security Group, Inc.
Building Control Systems	Onvia, Inc.
Cam-Dex	Pacific Apex Construction LLC dba CTS
Castle Defense 360 Security Consulting	Paladine Security
CEIA USA	PCS Security Systems
Chown Hardware	Performance Systems Integration LLC
CINCH Systems, Inc.	Presidio Network Systems Group
CJIS Group, LLC	Prime Vendor Inc.
Cobra Integrated Systems Ltd.	ProTech Security
Connection	Protection 1
Construction Industry Center	Quick Attach Attachments
Construction Journal	R. Carter & Associates, Inc.
Contractor Plan Center	Reece Complete Security Solutions
Control Solutions Northwest	RFI
Convergint Technologies	River City Locksmiths dba The Flying Locksmiths
Cook Security Group	Security by Design Inc.
Cornerstone Detention	Security Services Northwest, Inc.
CTG Security Electronics LLC	SeeQuestor Inc.
D Mullis Insurance	Shay Enterprise
Deltek	Siemens Building Technologies
Dexon Computer	Siemens Canada Limitee
Diamond Electronics, Inc.	Sierra Detention Systems, Inc.
Digital IDView	SimplexGrinnell LP
Diversified Integrated Systems Corp.	Skyline Communications
DSI	SMT Services, Inc.
e3 Solutions Inc.	Snoops Investigating
Electric Smith, Inc.	Solaris Technologies
Electro Watchman, Inc.	SoloProtect
eRepublic	SOS Systems
Fairchild Equipment Inc.	Sound Security, Inc.
Fire Protection Specialists	Stanley Convergent Security Solutions, Inc.
GCS	Stanley Security
GHA Technologies, Inc.	Star Asset Security LLC
Goldbelt Specialty Services LLC	State Center Community College District
GovDirections	State of Arkansas
Government Contracting Services	State of Delaware
Graybar Electric	Status Solutions, LLC
Guardian Security Systems	Street Smart Rental
Halifax Security Inc. dba North American Video	Technical Security Integration
Highland Mark	TechXtend, Inc.
Honeywell Building Solutions	Teldata
Houle Electric	TimeKeeping Systems, Inc.
Innovative Wireless Technologies	Total Automation Group

Integrated Systems Control	Tyco Integrated Security
Isotec	Unisys
Janitors Supply Co., Inc.	Videolnsight
Jay & Jay Business Services Inc.	VTI Security

Proposals were opened on March 16, 2017, at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

- APi National Service Group
- Cinch Systems INC
- Convergent Technologies
- Johnson Controls, Inc.
- Life Safety Services, LLC
- March Networks
- Siemens Industry, Inc.
- SimplexGrinnell, LP
- Stanley Convergent Security Solution Inc.
- Star Asset Security, LLC
- Status Solutions, LLC
- Tyco Integrated Security LLC

Proposals were reviewed by the Proposal Evaluation Committee:

- Kim Austin, NJPA Procurement Analyst III
- Keith Hanson, CPA, NJPA Accounting Manager
- Jim Kane, NJPA Business Development Administrator
- Dan Listug, JD, NJPA Legislative Advocate
- Gregg Meierhofer, CPPO, NJPA 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.

APi National Service Group, Inc., is a national provider of testing and inspection services, repair/maintenance, retrofitting, and design and engineering of building fire suppression and life safety systems. APi has over 150 offices nationally and is able to provide coverage to NJPA members across the US and Canada. As a full scope service provider of fire and life safety systems services, APi's national sales force and trained service providers offer NJPA member access to industry leading fire protection services at significantly discounted labor rates.

Convergent Technologies provides design, installation, and maintenance service for security and integrated building systems, and serves as a value added reseller for numerous manufacturers. They employ over 2,600 sales, technical and service professionals across the US, Canada and internationally. Convergent has proposed a range of solid discounts from MSRP on all product and service line items.

Johnson Controls, Inc. is a manufacturer and service provider for life safety, security and fire solutions, mechanical equipment and building control systems. They provide a variety of services including consulting, engineering and implementation services. JCI has 160 branch office locations in North America and 4,500 front line service employees.

JCI is one of only 24 organizations that have joined the Billion Dollar Roundtable, spending more than \$1 billion annually with minority and women-owned businesses. Their pricing includes significant discounts on branch labor rates, list prices for equipment, controls and solutions, and mark-up for non-Johnson Control products.

Siemens Industry, Inc. is a manufacturer and service provider for surveillance systems, access control systems, intrusion detection, fire alarms, monitoring services, mass notification & emergency communications, command & control and building automation. Siemens Industry, Inc. has 9,000 sales and support staff in 110 offices throughout the U.S and Canada. Siemens Industry, Inc. offers its security products and services, fire systems and building automation at a considerable discount from MSRP, reflecting a strong value to NJPA members.

SimplexGrinnell, LP, is a provider of fire protection and life safety systems and services, covering all of North America. They serve their customers directly, through over 2,000 certified and trained technicians, 150 office locations, and more than 7,500 service trucks. SimplexGrinnell offers Members a national account labor rate that reflects a solid discount from local district rates representing a strong value.

Stanley Convergent Security Solution Inc., offers a suite of security system solutions, including integrated intrusion alarm, electronic access control, video surveillance systems, intercom, mass notification, and fire alarm systems. Stanley CSS operates from 75 Stanley CSS Branches across the US, and multiple locations in Canada, and is also supported by a network of service and installation subcontractors. Their line item pricing reflects a significant discount from their typical commercial sales prices, with additional discounts available on high volume orders.

Tyco Integrated Security LLC, provides video surveillance, fire and burglar event monitoring, access control, asset and occupant management products and services, configurable as standalone, integrated or subsystems. TycoIS operates 126 sales and service offices across the US, and will support Members with 750 sales representatives and over 2,000 security technicians. They offer a line item pricing structure that delivers a considerable discount off of standard commercial pricing, with a volume discount available on large individual orders.

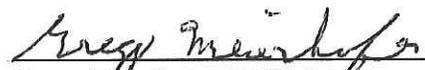
For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #031517 to:

API National Service Group
Convergent Technologies
Johnson Controls, Inc.
Siemens Industry, Inc.
SimplexGrinnell, LP
Stanley Convergent Security Solution Inc.
Tyco Integrated Security LLC

The preceding recommendations were approved on June 29, 2017.



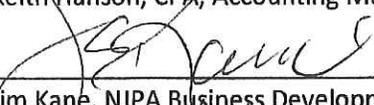
Kim Austin, Procurement Analyst III



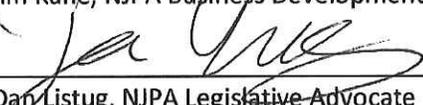
Gregg Melerhofer, CPPO, Procurement Analyst



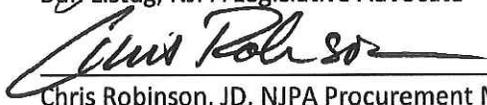
Keith Hanson, CPA, Accounting Manager



Jim Kane, NJPA Business Development Administrator



Dan Listug, NJPA Legislative Advocate



Chris Robinson, JD, NJPA Procurement Manager

Regular Meeting Minutes of the
NATIONAL JOINT POWERS ALLIANCE®
Board of Directors
Tuesday, July 18th, 2017
Conference Room 3
202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 5:45p.m. with the following members present: Barb Neprud, Mark Gerbi, Mary Freeman, Greg Zylka, Sara Nagel, Scott Veronen, Ryan Thomas and Mike Wilson. Also present were Stephan Jones, Ex-Officio; Chad Coauette, Susan Nanik, Paul Drange, Jeremy Schwartz, Sarah Speer, Mike Carlson, Jamie Loken, Jon Andres, Bev Hoemberg, and BreAnne Tollefson, NJPA staff.

Ms. Nagel moved, seconded by Mr. Gerbi to accept the agenda as amended. Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to accept the minutes of the Regular Board Meeting held on June 20th, 2017. Motion carried.

Mr. Carlson presented the monthly Financial Reports and budget update.

Ms. Freeman moved, seconded by Mr. Zylka to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #93674 to #94257. Motion carried.

Ms. Freeman moved, seconded by Mr. Gerbi to approve all Wire Transfers #274 to #298. Motion carried.

Ms. Neprud moved, seconded by Ms. Nagel to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added June 1-30, 2017

Mr. Andres gave a day in the life of an NJPA employee presentation on his role as, Regional Membership Specialist.

Ms. Nanik gave an update on the Facilities.

Ms. Speer gave an update on the Transformational Experience of the Rebranding process.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Loken gave an update on the Information Technology Department.

Mr. Drange gave an update on Regional Programs.

Mr. Schwartz gave an update on Operations and Procurement and an update on the contracts awarded in July as noted in Appendix A.

Dr. Coauette gave an update on behalf of the Legal and Government Relations Departments.

Ms. Nagel moved, seconded by Mr. Zylka to approve the revised Rebate Policy. Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to approve a 6 month leave of absence for Aprile Lack effective July 6, 2017 and open Travel and Logistics Specialist position. Motion carried.

Mr. Zylka moved, seconded by Mr. Gerbi to approve the following positions:

- Administrative Specialist, HR Assistant.

Motion carried.

Mr. Thomas moved, seconded by Ms. Neprud to approve hiring:

- Brenda Sprenger, Data Integration Specialist, effective July 3, 2017
- Ann Dibbs, Project Team Lead III, effective July 3, 2017
- Rebecca Nathe, Legal Assistant, effective July 24, 2017.

Motion carried.

Ms. Nagel moved, seconded by Mr. Gerbi to accept the resignation for early retirement from Gregg Meierhofer, effective September 1, 2017.

Motion carried.

Mr. Gerbi moved, seconded by Mr. Zylka to approve the following Master Agreements:

- Collaborative Service Workers 2017-2019
- Collaborative Service Worker Supervisor 2017-2019

Motion carried.

Ms. Nanik gave the staffing update.

Dr. Coauette gave an updates on potential change to the September Board work session, MSC Board meeting being scheduled here at NJPA on September 6th, National Cooperative Procurement Partners, Minnesota Service Cooperatives, and a recap of the MSC Conference.

Mr. Zylka moved, seconded by Mr. Gerbi to adjourn the meeting at 8:07pm. Motion carried.

NIPA PROCUREMENT DEPARTMENT
BOARD ITEMS - July 2017

Requesting Board permission to Solicit the following categories:

--

Requesting Board permission to Re-Solicit the following categories:

Food Products and Distribution and Related Products and Services
Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Supplies, Installation and Services
Tires with Related Accessories Services and Supplies

NEW CONTRACT

API National Service Group	031517-API	"Facility Security Equipment, Systems, and Services with Related Equipment and Supplies"
Convergint Technologies LLC	031517-CTL	"Facility Security Equipment, Systems, and Services with Related Equipment and Supplies"
Johnson Controls, Inc.	031517-JHN	"Facility Security Equipment, Systems, and Services with Related Equipment and Supplies"
Siemens Industry, Inc.	031517-SIE	"Facility Security Equipment, Systems, and Services with Related Equipment and Supplies"
SimplexGrinnell LP	031517-SGL	"Facility Security Equipment, Systems, and Services with Related Equipment and Supplies"
Stanley Convergent Security Solutions, Inc.	031517-SCS	"Facility Security Equipment, Systems, and Services with Related Equipment and Supplies"
Tyco Integrated Security LLC	031517-TIS	"Facility Security Equipment, Systems, and Services with Related Equipment and Supplies"
Cascade Engineering, Inc.	041217-CEI	"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"
Hoi-Mac Corporation	041217-HMC	"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"
Marathon Equipment Company	041217-MEC	"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"
Old Dominion Brush Co., Inc.	041217-ODB	"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"
Palfinger Inc.	041217-PAF	"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"
Schaefer Systems International	041217-SFR	"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"
Petersen Industries, Inc.	041217-PII	"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"
ReCollect Systems Inc.	041217-RCS	"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"
Wastequip, LLC	041217-WQI	"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"

New ezIQC Contracts

--	--	--

5th YEAR RENEWALS

ezIQC RENEWALS

ACCO Engineered Systems, Inc.	CAITENWW1-071916-AES	
ACCO Engineered Systems, Inc.	CAITENHV1-071916-AES	
ACCO Engineered Systems, Inc.	CACATENWW1-071916-AES	
ACCO Engineered Systems, Inc.	CACATENHV2-071916-AES	
Angeles Contractors, Inc.	CA-SD01GCA-081815-AC	
Astra Construction Services, LLC	GA02-2-072115-ACS	
Brown & Root	GA-072115-KBR	
Centennial Contractors Enterprises, Inc.	GA-072115-CCE	
Engineering Design Technologies, Inc.	GA04-1-072115-EDT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-072115-FHP	
Facility Solutions Group	CAITENGL4-071916-FSG	
Facility Solutions Group	CAITENSL4-071916-FSG	
Facility Solutions Group	CACATENGL4-071619-FSG	
Facility Solutions Group	CACATENSL4-071916-FSG	
Good-Men Roofing & Construction, Inc.	CA-SD01GCB-081815-GMR	
Greene & Burdette Property Management, LLC	GA07-2-072115-GBP	
HCR Construction, Inc.	GA03-3-072115-HCR	
HITT Contracting, Inc.	GA01-1-072115-HCI	
HITT Contracting, Inc.	GA11-1-072115-HCI	
J.J. Morley Enterprises, Inc.	GA10-1-072115-JME	
JOC Construction, LLC	GA-072115-LRI	
JOC Construction, LLC	GA-072115-LRI	
Johnson-Laux Construction, LLC	GA03-1-072115-JLC	
McDaniel's Construction Corp., Inc.	OH01GCMBA-081914-MCC	
McDaniel's Construction Corp., Inc.	OH02GCMBB-081914-MCC	
McDaniel's Construction Corp., Inc.	OH03GCMBB-081914-MCC	
McDaniel's Construction Corp., Inc.	OH03CMBAA-081914-MCC	
McDaniel's Construction Corp., Inc.	OH03AMBA-081914-MCC	
McDaniel's Construction Corp., Inc.	OH04GCMBA-081914-MCC	
McDaniel's Construction Corp., Inc.	OH05GCMBA-081914-MCC	
MTM Construction, Inc.	CACATENHV1-071916-MTM	
North Star Construction & Engineering	CA018-042313-NSC	
Osprey Management, LLC	GA03-2-072115-OML	
Prime Contractors, Inc.	GA02-1-072115-PCI	
Red Cloud Services, LLC	GA05-1-072115-RCS	
Rockwood Builders, Ltd.	OH03GCMBC-081914-RBL	
Rubio and Son Interiors, Inc.	GA07-1-072115-RSI	
Sylvester Roofing Co., Inc.	CA-SD01R-081815-SRC	
Vincor Construction, Inc.	CA-SD02GCB-081815-VCI	

B.O. 19-504
Exhibit "A"