

OFFICE FURNITURE, DELIVERY AND INSTALLATION SERVICES AGREEMENT

This Office Furniture, Delivery and Installation Services Agreement ("**Agreement**") is entered into as of the 5th day of June, 2013 ("**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate, also commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and Staples Contracts and Commercial, Inc. ("**Contractor**"), individually, (a "**Party**"), collectively (the "**Parties**").

RECITALS

- A. The Board desires Contractor to provide certain office furniture, delivery and installation services for CPS offices, networks, and schools.
- B. Contractor has demonstrated the ability to provide such goods and services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to provide all services, materials and other deliverables required to be provided to the Board under this Agreement.
- C. The Board is a member of the National Joint Powers Alliance® ("**NJPA**") that is a public agency serving as a national municipal contracting agency established under the Minnesota Legislative Statute §123A.21 with the authority to develop and offer cooperative procurement services to its membership which includes cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations throughout the U.S.
- D. NJPA advertised and issued a Request for Proposals #052910 for Furniture and/or Related Services, Supplies and Accessories and Addendum #051210 (collectively, the "**RFP**"), for a contractor(s) qualified to provide furniture and/or related services, supplies and accessories to NJPA members. NJPA evaluated contractor(s) response to the RFP and selected Contractor to provide the products and services described above to NJPA members, and pursuant to such entered into the RFP, Proposer's response and Proposal Offering and Acceptance and Award Contract Number #052910-SCC dated July 22, 2010 which was thereafter renewed by Annual Renewal of Agreement dated July 11, 2011 and renewed again by Annual Renewal of Agreement dated July 11, 2012, all of which shall be referred to herein collectively as the Reference Contract.
- E. The Board, pursuant to Board Rule 7-2.7 which authorizes the Board to purchase biddable items through contracts procured from another governmental agency and offered by or through a governmental purchasing cooperative, now wishes to contract for Contractor's products and services, as defined below, based on and participating in the Reference Contract NJPA has with Contractor except to the extent those terms and conditions are modified or supplemented in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the Board and Contractor do hereby agree as follows:

- 1. **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. **Reference Contract.** Except as provided in this Agreement, the Board adopts the terms and conditions of the Reference Contract, a copy of which is attached hereto as **Exhibit A** and made a part hereof.
- 3. **Term and Options to Renew.** This Agreement is for a term commencing on the Effective Date and ending twenty-four (24) months thereafter ("**Term**"), unless terminated sooner as provided in the Agreement. The parties shall have two (2) options to renew for a twelve-month period each.

4. **Early Termination:** The Board shall have the option to terminate this Agreement in whole or in part, upon thirty (30) days written notice to Contractor.
5. **Services and Products:** Contractor will provide certain office furniture ("Products") and delivery and installation services including, without limitation, all deliverables ("Services") set forth in the Reference Contract and **Exhibit C**, in accordance with the terms and conditions of this Agreement and the Reference Contract as applicable to the Board.
6. **Delivery of Products, Inspection:**
 - A. **Packaging and Shipment; Risk of Loss:** Contractor shall package and ship all Products in a commercially reasonable manner. All shipments shall be F.O.B. destination (as indicated on the PO or some other notification from Board) with freight prepaid. Contractor shall purchase insurance to cover the shipping period. The Board may adjust the PO or shipping destination any time up to five (5) business days prior to shipment. The risk of loss and damage to Products ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all Products ordered hereunder.
 - B. **Inspection and Out-Of-Box Failures:** The Board reserves the right to inspect all Products upon delivery and to perform any test the Board deems necessary to adequately demonstrate that the Products meet all of the product specifications in the Contractor's catalog and manufacturers' warranties. Final inspection resulting in acceptance or rejection of the Products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the Board of its rights to reject Products or to claim reimbursement or damages for such Products which are later found to be defective or not in conformance with the product specifications. Products which do not conform to the product specifications or that are otherwise damaged must either, at the Board's discretion, be retrieved by Contractor (at Contractor's expense) for replacement at no charge to the Board, or the Board may cancel that portion of the purchase order relating to the nonconforming Products at no charge to the Board. For any such returned Products, the Board shall either debit or offset from Contractor the cost of such Product plus freight, or receive a refund for such, at Board's discretion.
 - C. **Uniform Commercial Code:** In the absence of a governing provision under this Agreement or should any provision of this Agreement be construed by a court of competent jurisdiction as vague, the corresponding provision of the Uniform Commercial Code, Article 2, shall apply.
 - D. **Survival:** The provisions of this Section shall survive the expiration or termination of this Agreement.
7. **Compensation: Payment:**
 - A. **Compensation:** The total maximum compensation payable to Contractor during the Term of this Agreement shall not exceed the sum of Four Million and Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) ("**Maximum Compensation**"). If the Board requests Products or Services in addition to those set forth in the Reference Contract, Contractor shall submit a written amendment, to be signed by the Parties, to the Reference Contract detailing the additional Products and/or Services and the corresponding costs associated with the additional Products and/or Services. The Chief Procurement Officer of the Board ("CPO") or his designee shall have the authority to approve and execute such amendments as long as the cost of all Products and Services does not exceed the Maximum Compensation. Should costs for all Products and Services exceed the Maximum Compensation, a written amendment signed by the Board President and Secretary will be required.
 - B. **Payment:** Contractor shall be paid in accordance with the unit prices specified in **Exhibit B**. Contractor shall submit monthly invoices to the Board detailing the Products and Services

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delivered during that invoice period. All invoices must include: a valid purchase order number, itemized description of the Products and Services rendered, date the Products and Services were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Contractor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Products and Services provided under this Agreement.

- C. **NJPA Member Rebate:** Contractor shall provide a rebate of up to 5%, based on the Board's total 12-month aggregate "Net Sales" as such term is defined in the Reference Contract. The rebate percentage tier is determined by the Board's total 12-month aggregate spend as set forth below:

\$ 0-75,000.00	0%
\$75,000.01-\$150,000.00	1%
\$150,000.01-\$300,000.00	2%
\$300,000.01-\$500,000.00	3%
\$500,000.01-\$750,000.00	4%
\$750,000.01 or more	5%

All Products are subject to the NJPA rebate program. The start date of this rebate program is the effective date of this Agreement to which this Exhibit is attached. Contractor shall be required to provide annual electronic reports of such rebates in Excel or another format agreed to by the Board. The annual reports shall contain an itemized description of the Board's purchase by the purchase order number, Contractor invoice number, item description, purchase price, rebate amount and any other information requested by the Chief Procurement Officer. Contractor shall provide the annual reports via email to the Chief Procurement Officer within forty-five (45) days at the end of each 12-month period. Rebate payments shall be made payable to the Board (as directed by the Chief Procurement Officer) on an annual basis within forty-five (45) days of the end of each 12-month period. Contractor shall provide reconciliation reports to the Chief Procurement Officer annually with such information as requested by the Chief Procurement Officer.

8. **Non-Appropriation.** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under this Agreement, the Board shall notify Contractor and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Board be liable to the Contractor for any amount in excess of the current amount appropriated and budgeted by the Board to fund payments under this Agreement.
9. **Board Not Subject to Taxes.** Federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and State of Illinois Sales Tax does not apply by virtue of Exemption Identification # E9997-7109-04 to Chicago School District #299 - Board of Education of Chicago, IL. The amounts to be paid to Contractor hereunder are inclusive of all other taxes that may be levied or based upon this Agreement, including, without limitation, sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the products and services to be provided under this Agreement, but excluding taxes levied or imposed upon the income or business privileges of Contractor. Contractor will be responsible for any taxes levied or imposed upon the income or business privileges of Contractor.
10. **Board of Education of the City of Chicago.** All references in the Reference Contract to the "National Joint Powers Alliance®" or the "NJPA" shall now mean the Board of Education of the City of Chicago ("Board").

11. **Insurance.** Contractor, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Contractor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Contractor shall submit to the Board satisfactory evidence of insurance coverage prior to supplying of Products or commencement of Services under this Agreement. Minimum insurance requirements include the coverage set forth below:
- A. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
 - B. **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.
 - C. **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with this Agreement, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
 - D. **Additional Insured:** Contractor shall have its General and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board reserves the right to withhold payment under this Agreement pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
125 S. Clark Street, 7th Floor
Chicago, Illinois 60603

Copy to: Chief Procurement Officer
Board of Education of the City of Chicago
Department of Procurement and Contracts
125 S. Clark Street, 10th Floor
Chicago, Illinois 60603
ATTN: Trineda L. Matthews

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Contractor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Contractor's failure to carry or document required insurance

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shall constitute a breach of the Contractor's Agreement with the Board. In the event Contractor fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop all work until proper evidence of insurance is provided, or this Agreement may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Contractor. Any insurance or self-insurance programs maintained by the Board do not contribute with insurance provided by the Contractor and subcontractors under this Agreement. All Contractor and subcontractor insurance are considered by the parties to this Agreement to be primary and collectible above all other coverage, including, but not limited to, the Board's insurance and self insurance.

All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement. Contractor shall require any subcontractors under this Agreement to maintain comparable insurance naming the Contractor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. Contractor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within this Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement, if any, or any limitation that might be placed on the indemnity in this Agreement given as a matter of law.

Contractor agrees that insurers waive their rights of subrogation against the Board.

Contractor must register with the insurance certificate monitoring company designated by the Board (see below), and must maintain a current insurance certificate on file during the entire Term of the Agreement. Contractor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to supplying the Products or performing the Services for the Board. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may be subject to change.

Each year, Board-approved, registered vendors will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should you have any questions on submissions and payment options, you can contact the certificate monitoring company indicated below.

Certificate Monitoring Company:

Topiary Communications Inc.

676 N. LaSalle - Suite 230

Chicago, IL 60654

Phone: (312) 494-5709

Email: dans@topiarycomm.net

URL: <http://www.cpsvendorcert.com> (designated website for online registration, insurance certificate submissions and annual fee payments)

12. **Representations and Warranties of Contractor:** In addition to the representations and warranties set forth in the Reference Contract, Contractor represents and warrants that the following shall be true and correct as of the Effective Date of this Agreement and shall continue to be true and correct (as may be modified from time to time subject to Board approval) during the Term of this Agreement and any renewals thereof:

- A. **Contractor's Disclosure Form.** The disclosures in the Contractor's Disclosure Form submitted by Contractor to the Department of Procurement and Contracts are true and correct. Contractor shall promptly notify the Board of any material change in information set forth therein, including, but not limited to, change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
- B. **Licensed Professionals:** Services required by law or by this Agreement to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
- C. **Financially Solvent.** Contractor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to supply all Products, perform all Services and perform all obligations under this Agreement.
- D. **Compliance with Laws.** Contractor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the supply of Products and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, and any others relating to non-discrimination. Further, Contractor is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.
- E. **Ethics.** No officer, agent or employee of the Board is or will be employed by Contractor or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy (04-0623-PO4), adopted June 23, 2004, as may be amended from time to time, which policy is incorporated herein by reference as if fully set forth herein.
- F. **Authorization.** Contractor has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Contractor.
- G. **Background Investigations.** Contractor represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("**Records Check**") conducted on any and all employees, agents and subcontractors ("**Staff**") who may have direct, regular contact with CPS students under this Agreement in accordance with the Illinois School Code (105 ILCS §5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; and the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. Such complete Records Check consists of the following:
- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
 - check of the Illinois Sex Offender Registry (IL-SOR), and
 - check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS §5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Child Murderer Violent Offender Against Youth Notification Law*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Contractor understands and agrees that it shall not allow any of its employees, agents or subcontractors to have direct, regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of 105 ILCS §5/34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

13. **Indemnification:** Notwithstanding anything to the contrary in the Reference Contract including Section 9.6 (Indemnity) of the Reference Contract, Contractor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Contractor, its officers, agents, employees and subcontractors in the performance of this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, patent infringement, or trademark or copyright violation.

Contractor shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, the Contractor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Contractor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Contractor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Contractor, subject to the right of Contractor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Contractor and Contractor shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Contractor was conducting the defense.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2nd 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

14. **Delivery and Installation Services:** Contractor shall provide for ordering, delivering and assembling of Products for the Board as directed by the authorized representative of the Board's Department of Operations ("Board Representative") as set forth and incorporated herein as **Exhibit C** of this Agreement.
15. **Relationship of the Parties/Independent Contractor:** It is understood and agreed that the relationship of Contractor to the Board is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's staff, agents, employees or subcontractors shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Contractor, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by

Contractor shall be the sole responsibility of Contractor. Contractor agrees that neither Contractor nor its staff or subcontractors shall represent themselves as employees or agents of the Board. Contractor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.

16. **Non-Liability of Board Officials:** Contractor agrees that no Board member, employee, agent, officer and/or official shall be personally charged and/or held personally liable by Contractor, its members if a joint venture, and/or any subcontractors with any liability or expense under this Agreement.
17. **Multi-Project Labor Agreement:** The Board has entered into a Multi-Project Labor Agreement with various trades regarding projects awarded by the Board, a copy of which is attached hereto as **Exhibit D**, together with a list of signatory unions. Contractor acknowledges familiarity with the requirements of the Board's Multi-Project Labor Agreement, its applicability to any work Contractor may be awarded under this Agreement, and shall comply with and be bound to the terms and conditions of the Multi-Project Labor Agreement in all respects.
18. **Illinois Law Governs:** All references to "Minnesota law", "Minnesota Procurement law" or "State of Minnesota" in the Reference Contract shall now mean "Illinois law" or "State of Illinois". This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
19. **Orders/Service:** Within twenty-four (24) hours of the receipt of an order, Contractor must notify the Board if delivery of any Products will be delayed. Under no circumstances shall Contractor deliver Products without an approved purchase order.
20. **Restocking Fees:** There shall be no restocking fees permitted for any Product returned to Contractor.
21. **Product Compliance:** All Products shall comply with the local, state and federal health and safety standards including, without limitation, the Consumer Protection Agency, Federal Trade Commission and Federal Drug Administration standards and guidelines.
22. **Manufacturer Warranty /Warranty/ Warranty Tag:**
Contractor shall meet the following manufacturing warranty tag/maintenance schedule requirements:
 - A. Contractor hereby warrants that all Products furnished hereunder shall be new and conform to the specifications in the Contractor's catalog and manufacturer's warranties. The Products shall be of merchantable quality and in good working order, and shall be free from defects in material, workmanship and design for a period of not less than fifteen (15) years from date of receipt and acceptance of shipment unless otherwise stated in the manufacturers' warranties. The Board shall have the option to require Contractor to repair or replace defective Products without charge or expense, or to reject any defective Products and obtain a full refund or credit for any payment therefor. The warranty period for any Product replaced or repaired shall be, either fifteen (15) years from the date the repaired or replaced Product is received and accepted by the Board, or for the remainder of the Product's original warranty, whichever is longer, unless otherwise indicated in the Specifications in Section IV. The Contractor shall be responsible for any and all transportation and other shipment charges that arise as a result of charges for shipment of any repaired or replaced Products. This warranty shall survive inspection, acceptance, payment and expiration or termination of this Agreement.
 - B. Upon final acceptance of any Products delivered, Contractor shall provide to the Board's Chief Operating Officer or his/her designee and the School Principal or designee every manufacturer's warranty, guarantee, parts list, and literature for each of the Products

delivered to the schools upon final acceptance. Said warranty shall be for no less than fifteen (15) years from such date of final acceptance. Each warranty shall include, but not be limited to, the manufacturer's name, the Board's name, the School's name, the product style name, the product number, the length of the warranty, the manufacturer's contact person and the Agreement number. A letter containing all warranty information must be provided with the invoice or the invoice will not be processed for that school or location. All maintenance installations for Products should be provided at that time as well per manufacturer recommendations (See Section 22.A above). An authorized representative of the Board shall acknowledge receipt of all manufacturers' warranties and other documents required by Section 22.A. The manufacturers' warranties are in addition to and not in lieu of any other of Contractor's warranties stated herein, and the Board is entitled to look to Contractor for remedy in all cases where Contractor's warranty applies regardless of whether a manufacturer's warranty also applies.

- C. Each item must be tagged. The tagging system shall include for each Product item: the school name, the supplier, and the delivery date.

23. **Product Recall:** In accordance with the Notices Section in this Agreement, Contractor shall notify the Board within forty-eight (48) hours of Contractor's receipt of any manufacturer or government issued recalls on Products purchased by the Board pursuant to the Agreement. All Products purchased by the Board subject to a recall shall be replaced at no cost to the Board by Contractor with the same make and model Product within ten (10) business days of Contractor notifying the Board of the recall. If the same make and model Product is not available due to the recall, then Contractor shall provide a Product comparable to the recalled Products in terms of quality and price. Acceptance of the comparable Product shall be at the sole discretion of the Chief Procurement Officer. If the Chief Procurement Officer rejects in writing the comparable Product, Contractor shall remove all the recalled Products from the Board sites and provide a full refund for each recalled Product within ten (10) business days of receiving the Chief Procurement Officer's rejection of the comparable Products. Replacement of the recalled Products shall include delivery of the same make and model Products or the comparable Products (if accepted) to the sites where the recalled Products are located and removal of the recalled Products at no cost to the Board. Contractor shall remove all recalled Products from Board property at the time the replacement Products are delivered.
24. **Charter School Participation:** Charter schools which receive funding from the Board shall be eligible to purchase Products and Services pursuant to the terms and conditions of this Agreement and, if such charter schools are authorized by their governing bodies to execute such purchases, by issuing their own purchase order(s) to Contractor. The Board shall not be responsible for payment of any amounts owed by charter schools. The Board assumes no authority, liability or obligation on behalf of any charter school.
25. **Reporting Requirements:**
In order for the Board to monitor and evaluate Contractor's performance throughout the Term of the Agreement, Contractor must:
- A. Work closely with the Board to create project-specific measurements utilizing data collection and data management system. Contractor shall provide monthly reports or as requested by the Board to the Department of Operations - Asset Management and the Department of Procurement and Contracts, which shall include, but not be limited to: Product(s) sold and defective parts.
- B. Work with the Board to develop a monthly report approved in writing by the Board and reflecting purchasing trends, savings and other indicators that will allow the Board to assess this Agreement.

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- C. Submit a bi-weekly purchase report for all purchases and services delivered to the Board. For each purchase, this report must include the date of purchase, Purchase Order (P.O.) number, total P.O. amount, school/department name and an itemized list of units purchased. Contractor will submit reports to the Department of Operations - Asset Management and the Department of Procurement and Contracts.

26. **Notices:** All notices required under this Agreement will be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices will be deemed received when (i) delivered personally, (ii) sent by confirmed telex or facsimile (followed by the actual document), or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE BOARD:

Board of Education of the City of Chicago
Department of Procurement and Contracts
125 South Clark Street, 10th Floor
Chicago, Illinois 60603
Attn: Chief Procurement Officer
Fax: (773) 553-1224

Copy to:

Board of Education of the City of Chicago
Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attn: General Counsel
Fax: (773) 553-1701

IF TO CONTRACTOR:

Staples Contracts & Commercial, Inc.
665 West North Avenue, Suite 200
Lombard, Illinois 60148
Attn: Karen Volner
Fax: _____

27. **Right of Entry.** Contractor and any of its officers, employees, subcontractors or agents, supplying Products or performing Services hereunder shall be permitted to enter upon Board property in connection with the supply of the Products or the performance of Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the school principals. Contractor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Contractor shall use, and shall cause each of its officers, employees, agents and subcontractors to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of the Agreement including, without limitation, the insurance provisions contained in this Agreement.
28. **Conflict Of Interest.** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.
29. **Indebtedness:** Contractor agrees to comply with the Board's Indebtedness Policy (96-0626-PO3) as may be amended from time to time, which is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

30. **Inspector General.** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
31. **Non-Discrimination:** It shall be an unlawful employment practice for Contractor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Contractor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*, as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as amended; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. §1400; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws.
32. **Ethics.** Contractor represents and warrants that no officer, agent or employee of the Board is or will be employed by Contractor or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy (11-0525-PO2), adopted May 25, 2011, as may be amended from time to time, which policy is incorporated herein by reference as if fully set forth herein.
33. **MBE/WBE Program:** Contractor agrees to be bound by the MBE/WBE provisions that were set forth in the Reference Contract. Contractor agrees to submit such documentation as may be requested by the Board.
34. **Audit and Document Retention:** Contractor will furnish the Board with such information as may be requested relative to the progress, execution and costs of the Products and Services. Contractor will maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Contractor's Products and Services under this Agreement. All records referenced above will be retained for five (5) years after the supplying of Products and performing of Services and will be subject to inspection and audit by the Board. Contractor will include in all subcontractor agreements for Products and Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board the same right to inspect and audit said records as set forth herein.
35. **Entire Agreement and Amendment:** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.
36. **Freedom of Information Act.** Contractor acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Contractor further acknowledges that this Agreement shall be posted on the Board's Internet website at www.cps.edu.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

37. **Facsimile/Electronic Signatures:** A signature delivered by facsimile or electronic means shall be considered binding for both parties.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

BOARD OF EDUCATION
OF THE CITY OF CHICAGO

STAPLES CONTRACTS & COMMERCIAL,
INC.

By: David J. Vitale
David J. Vitale, President

By: John Michael

By: Estela M. Beltran 6/5/13
Estela Beltran, Secretary

Signature: [Signature]

Title: Vice President - General Manager



Board Report No. 13-0403-PR5-1

Date: 6/5/13

Approved as to legal form: [Signature]

[Signature]
James L. Bebley, General Counsel

Date: 06/03/13

Attachments:

- Exhibit A: Reference Contract
- Exhibit B: Contractor Pricing
- Exhibit C: Delivery and Installation Services
- Exhibit D: Project Labor Agreement

EXHIBIT A
REFERENCE CONTRACT

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

for the procurement of

FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES

RFP Opening

May 28, 2010

2:00 p.m. CST

At the offices of the

National Joint Powers Alliance®

200 First Street Northeast, Staples, MN 56479

RFP #052910

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES, to NJPA, and current and potential NJPA Members from government, education to include Colleges and Universities, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this RFP are available beginning April 28, 2010 and continuing until May 19, 2010. Details and specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Sealed Proposals will be received until May 28, 2010 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all Proposals.

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

RFP Timeline

*April 28, 2010 and
May 5, 2010*

May 19, 2010

May 21, 2010 10:00AM Central

May 28, 2010 4:00 PM. Central

May 29, 2010 8:00AM Central

- *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of Proposednoticetoproposers.com*
- *Deadline for RFP requests*
- *Pre-Proposal Conference (webcast – conference call)*
- *Deadline for Submission of Proposals*
- *Public Opening of Proposals*

Direct questions regarding this RFP to:

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

RFP Procedures offers the methods for submitting questions.

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1. INTRODUCTION

A. ABOUT NJPA

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

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products/services which NJPA Members 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.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contracts continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at <http://www.njpacoop.org/LEARN/About/Legal.html> and clicking on that state at the bottom of the web-page.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of products/services in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded Proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies.

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

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

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 The intent of this RFP is to award an Exclusive Single Award Contract to a qualifying manufacturer or distributor Proposer demonstrating a solution which meets and/or exceeds the requirements of NJPA and its Members within the scope of **FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES**. Qualifying Proposers must be able to demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states. All proposals received will be evaluated based on (among several other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.11 A response to this RFP can be in the form of a Line-Item Pricing and/or Percentage Discount from Catalog or Category Pricing purchasing contract. NJPA desires a relationship with a vendor providing a broad array of equipment, products, supplies, accessories and services anticipated and generally requested and desired by NJPA members from the **FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES** industry. Those products and services must include those most commonly used and desired by NJPA and its Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

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

1.13 Multiple Awards: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members

1.14 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

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

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

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

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

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

1.19.1 Scope of Products/Services: NJPA desires a single provider for the broadest possible scope of the goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

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

E. SCOPE OF THIS RFP

1.20 Additional Definition for the scope of this solicitation.

1.20.1 In addition to **FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES**, this solicitation should be read to include:

1.20.1.1 Furniture related storage

1.20 Solutions Based Invitation:

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

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

1.20.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

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

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

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

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

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

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

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

1.24 Contract Term: A contract resulting from this RFP will become effective the date of execution by NJPA of the "Offering and Award" (Form D). NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

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

1.26 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

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

1.28 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 agencies, public and private

primary and secondary education agencies, and all non-profit organizations nationally.

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

F. EXPECTATIONS FOR PRODUCTS/SERVICES BEING PROPOSED

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

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

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

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

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

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

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

1.36 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit, as a part of Tab 7, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

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

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.38 By execution and delivery of a proposal, Proposer certifies:

1. The submission of the offer did not involve collusion or any other anti- competitive practices;
2. The Proposer/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Proposer agrees to promote and offer to Members only those products/services and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.39 A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products/services contained in and referenced to in this invitation.

1.40 All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP, are to be considered binding under the signatures of authorized parties and are part of the Contract.

2. DEFINITIONS

A. PROPOSER - VENDOR

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

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

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

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

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 “Contract” as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposer’s response, and a fully executed “Acceptance and Award.”

C. TIME

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

D. PROPOSER’S RESPONSE

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

E. CURRENCY

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

3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

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

B. IDENTIFICATION OF KEY PERSONNEL

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

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

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

D. FORMAL INSTRUCTIONS TO PROPOSERS

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

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 All proposals must be submitted in both hard copy and electronic formats (on a compact disc (CD)). Both hard copy and electronic proposals must be tabbed (in appropriately named files in the case of the CD) as identified herein. Electronic proposal submissions should be submitted in a nested file structure where the root file is entitled "Proposal Response". Files contained in the root file should be entitled "Tab 1, Tab 2," Documents within the nested files should be individual documents or folders appropriately titled as to their content.

3.9 Two complete copies of each proposal must be submitted. All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

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

3.11 Product descriptions, fact sheets, and catalogs should be submitted in electronic format only in an effort to limit the use of paper resources in the hard copy response. Price lists in excess of 20 pages should be submitted in electronic format only.

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

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

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

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

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

E. CONTENTS AND TABBING OF PROPOSAL SUBMISSION

3.15 In order to insure every proposal receives a fair evaluation and comparison, it is required each Proposer tab and label their proposal as indicated on Form A “Proposer Questionnaire.”

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

3.17 Submit all questions about this RFP, in writing, referencing **“FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

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

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

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

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

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

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

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

H. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

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

3.25 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal and must be tabbed under Tab 5.

3.26 Value added products/services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES, and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the products/services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.27 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either

individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

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

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

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

I. CERTIFICATE OF INSURANCE

3.31 Proposer shall procure and maintain insurance which shall protect the Proposer and NJPA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Proposer shall procure and maintain the insurance policies described below at the Proposer's own expense and shall furnish to NJPA an insurance certificate listing the NJPA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Proposer includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all fifty United States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the NJPA.

3.32 Proposer is required to maintain the following insurance coverage's during the term of the NJPA Contract:

(1) Workers Compensation Insurance (Occurrence) with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.

(2) Commercial General Liability Policy per occurrence \$1,000,000.

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

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

3.34 Within ten (10) days of contract award, the Proposer must provide NJPA with two (2) Certificates of

Insurance. Certificates must reference NJPA RFP 052910 by number.

J. ORDER PROCESS AND/OR FUNDS FLOW

3.35 Please propose an order process and funds flow in Tab 6 for your proposal. Please choose from one of the following:

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

3.35.3 Other: Please fully identify.

K. ADMINISTRATIVE FEES

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

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

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

3.36.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP.

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

3.37 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire, and submitted in Tab 9 of your response.

4. PRICING STRATEGIES

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

4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 9, and copied on a CD along with other requested information as a part of a Proposer's Response.

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

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

A. LINE-ITEM PRICING

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

4.6 Unit Pricing: Unit Pricing is a line-item technique of pricing for services including the related materials for those services on a unitized basis. The unitized basis may be per quantitative measure such as per square foot, per lineal foot or per occurrence. As an example (not necessarily related to the scope of this RFP), sheetrock may be line item priced as a product only, delivered to the end users location, AND unit priced delivered and installed at that end users location. The sheetrock, hung and taped, is a logical combination of product and service and could be priced per square foot. Whether pricing services, or logical combinations of products and services, pricing per unit of product and services must be quoted (i.e. cost per square foot of sheetrock hung and taped).

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

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

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

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

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

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.12 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a "Base or List Price" defined as a published manufacturers list, or catalog price for the products or services being proposed. The "Base or List Price" is the price charged to an average government/education buyer absent reductions for cooperative or volume purchasing agreements.

4.13 Individualized percentage discounts can be applied individually to any number of defined product groupings. Product groupings can be defined by manufacturer, product type, or other factor as long as the Proposer sufficiently defines those product groupings

4.14 A Percentage Discount from Catalog or Category Pricing offered by the Proposer is acceptable if the products and equipment are far too numerous to name and price individually.

4.15 A Percentage Discount from Catalog or Category Pricing identifies a percentage discount to be applied to a "Base Price" for products from one or more published catalogs. The "Base Price" will be the price generally applicable to government and education customers absent the discounts contemplated

herein. The catalog may be published by the Proposer or by the Proposer's supplier. "Published" means generally available to a dealer network distributing those products and services being proposed in either print or electronic formats where an "Auditor" may verify the "Base Price" of a product proposed during the term of a Contract.

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

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

C. CORE LIST PRICING

4.18 Based on NJPA Members needs, a "CORE LIST" which contains a selection of most commonly used products/services is requested. Proposer must submit their anticipated "CORE LIST", including SKU's and pricing in a Line-Item format, in a separate spreadsheet labeled as "Core List." Consideration and valuation points will be given to the most advanced selection of commonly purchased Core list products/services.

D. HOT LIST PRICING

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

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

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

E. CEILING PRICE

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

4.23 Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS

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

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

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

G. SOURCED GOODS

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

4.28 An awarded Vendor resulting from this RFP may "Source" these products/services for NJPA or NJPA Member to the extent they:

4.27.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and

4.28.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

4.28.3 Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

H. TOTAL COST OF ACQUISITION

4.29 The Total Cost of Acquisition for the products/services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be disclosed in the Proposer's Response including but not limited to:

- The capitalized cost of the listed products/services being proposed,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the products/services being proposed.
- The cost of delivery, setup and installation (where applicable) of the products/services and any accessories being proposed.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products/services being proposed and making it operational at the purchaser's site.

4.30 The Total Cost of Acquisition is to be stated "As Proposed." As an example, a materials only proposal, or portions of proposals, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key proposal must include the total costs to be incurred in the process of delivering that combination of products/services.

I. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.31 Requests for product, service, and price additions, deletions, or changes must be made in written

form and shall be subject to approval by NJPA.

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

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

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

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

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

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

J. REQUESTING PRICING CHANGES

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

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

4.40 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details

for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

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

4.41.1 A cover letter:

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

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

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

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

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

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

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

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

M. PAYMENT TERMS

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

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

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

N. SALES TAX

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

O. SHIPPING AND SHIPPING PROGRAM

4.49 Shipping program for material only proposals, or sections of proposals, must be defined and tabbed under Tab 9 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

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

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

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

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

4.54 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order goods may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those

subjects. Where used, restocking fees in excess of 15% will not be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 9.

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

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

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

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

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

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

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

P. NORMAL WORKING HOURS

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

5. MARKETING PLAN

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

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

5.1.2 Identify, in general, your national foot print and dedicated feet-on-the-street sales force that

will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force in terms of numbers and geographic distribution.

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

5.1.3 Identify your plan for delivering training to these individuals.

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

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

5.1.4 Identify your personnel involved in training.

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

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

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

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

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

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

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/services/services nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

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

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact

information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and publications.

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

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

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

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

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

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

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

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

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled "**FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES**" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and bid opening identified on page one of this RFP. The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street

Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

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

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

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

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

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

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

B. PROPOSER RESPONSIVENESS

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

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

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

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

7.11 The Proposal Review Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the

proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

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

C. PROPOSAL EVALUATION CRITERIA

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

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

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

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

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

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

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

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

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

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

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

7.22 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.23 A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

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

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

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

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

D. COST SCORING EVALUATION

7.28 Cost evaluation may be used to make a best value determination. NJPA reserves the right to use this process in the event the evaluation committee feels it is necessary to make a final determination.

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

E. PRODUCT TESTING

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

F. PAST PERFORMANCE INFORMATION

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

G. WAIVER OF FORMALITIES

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

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that

“This purchase order is issued pursuant to NJPA procurement contract #XXXXXX.” A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

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

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

8.4 Asset Management Contracts: Asset Management type contracts can be initiated pursuant to a Contract resulting from this RFP at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this RFP; however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this RFP.

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

8.6 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 A Potential NJPA Member is generally stated as any unit of government, education, or non-profit organization nationwide (and with possible international distribution). A properly executed Membership creates the necessary “Paper Trail” connection between the Member and NJPA. Membership in NJPA is required to participate in any NJPA contract. Any Member of NJPA who is in compliance with the terms and conditions of membership shall have the option and freedom to access any of the procurement contracts of NJPA.

8.8 Awarded Vendors must agree to facilitate in the NJPA Membership process as part of connecting NJPA members to NJPA contracts. Potential NJPA Members may request membership with NJPA through the following methods:

- Potential members can complete their membership through on-line submission, or through a printable form available on-line at njpacoop.org.
- Potential Members may also submit proposed membership documentation which complies with their State and local Laws, rules and regulations for NJPA review.

8.9 As part of the Contract award, it is the responsibility of the Vendor to facilitate the membership process.

8.10 It is agreed the completion of a Member Sign-up form expressing the Qualifying Member's decision to participate under a Contract resulting from this RFP, signifies the NJPA Member's acceptance of a Contract resulting from this RFP, and all its specifications, terms and conditions therein.

C. REPORTING OF SALE ACTIVITY

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

D. AUDITS

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

E. HUB PARTNER

8.13 Hub Partner: When Applicable, NJPA Members may, from time to time, request a Vendor resulting from this RFP to serve them through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which the individual NJPA Member deems to be applicable in their jurisdiction. An Awarded Vendor resulting from this RFP may reject such a request provided they provide written notice of that rejection.

8.14 Hub Partner Fees: Fees, costs, or expenses levied upon the NJPA Member OR the Vendor for the services provided by the Hub Partner in the transaction provide that:

8.14.1 The NJPA Member be notified by the Vendor that additional charges may apply; and

8.14.2 The Vendor document the transaction to be "Executed for the Benefit of [NJPA Member Name]" on the face of all transactional and warranty documentation.

F. TRADE-INS

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

G. OUT OF STOCK NOTIFICATION

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

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

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

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

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

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

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

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

Step 3: Issue letter to cancel Contract for cause.

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

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

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

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

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

8.24 Events of Automatic termination to include:

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

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

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

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

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

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims

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

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products/services resulting from this RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

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

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

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

D. ASSIGNMENT OF CONTRACT

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

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

E. PROPOSERS LIST

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

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

G. CONFIDENTIAL INFORMATION

9.13 If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. NJPA shall review the statement to determine whether the information shall be withheld. If NJPA determines to disclose the information, the

Executive Director of NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer.

H. DATA PRIVACY

9.14 Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

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

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

J. FORCE MAJEURE

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

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

L. HAZARDOUS SUBSTANCES

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

M. LEGAL REMEDIES

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

N. LICENSES

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

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

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

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

P. NON-WAIVER OF RIGHTS

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

Q. PROTESTS OF AWARDS MADE

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

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the proposal form of relief sought.

R. PROVISIONS REQUIRED BY LAW

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

S. PUBLIC RECORD

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

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she

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

U. SUSPENSION OR DISBARMENT STATUS

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

V. HUMAN RIGHTS CERTIFICATE

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

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

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

W. SEVERABILITY

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

X. RELATIONSHIP OF PARTIES

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

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. Please place your proposal response in a three-ringed binder tabbed as indicated below. Two complete copies are required. All information must be typed, organized, and easily understood by evaluators. Please limit your answer and documentation as they directly relate to this RFP.

INSIDE FRONT COVER (pocket or 3-ringed binder sleeve)

- **Original executed forms D, E, H & I.**
- **Electronic submission of proposal (CD).**
- **Certificate of Insurance**

Please insert a table of contents

Tab 1: Company Information

- 1) Provide the full legal name, address, and telephone number for your business.
- 2) Provide contact information for the primary contact person from your business relating to this RFP. (Form B)
- 3) Provide a brief history of your company that includes its goals and philosophy.
- 4) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
- 5) How long has your company has been in the **FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES**, industry?
- 6) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
- 7) For public companies, provide your most recent annual report to shareholders.
- 8) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

Tab 2: Industry-Marketplace Successes

- 9) List and document recent industry awards and recognition.
- 10) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
- 11) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
- 12) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Tab 3: Proposer's ability to sell and service nationwide.

- 13) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
- 14) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
- 15) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
- 16) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
- 17) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

Tab 4: Marketing Plan

- 18) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
- 19) Describe your general marketing program strategy to promote the proposed Contract nationally.
- 20) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
- 21) Describe your use of technology and the internet to provide marketing and product awareness.
- 22) Describe your perception of NJPA's role in marketing the partnership and your products/services.
- 23) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

Tab 5: Value Added Attributes

- 24) Describe any training programs available as options for members.
- 25) Describe technological advances your proposal products/services offer.
- 26) Describe your "Green" program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.
- 27) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
- 28) Identify any other unique or custom value added attributes.
- 29) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.
- 30) Identify your ability and willingness to service Canada specifically and internationally in general.
- 31) Describe any unique distribution method employed in your proposal.

Tab 6: Payment Terms and Financing Options

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

Tab 7: Warranty

- 35) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
- 36) Do all warranties cover all material and labor?
- 37) Do warranties impose usage limit restrictions?
- 38) Do warranties cover the technicians travel time to perform warranty repairs?
- 39) Please list any other limitations or circumstances that would not be covered under your warranty.
- 40) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Tab 8: Other Cooperative Procurement Contracts Held

- 41) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.
- 42) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
- 43) Identify any GSA Contracts held or utilized by the Proposer.
- 44) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

Tab 9: Products/Services and Pricing

- 45) Provide a general narrative description of the products/services and services you are offering in your proposal.
- 46) Provide a general narrative description of your pricing model identifying how the model works (line item and/or percentage discount).
- 47) Propose a strategy, process, and specific method of facilitating "Sourced Goods" solution as defined herein.
- 48) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.
- 49) Provide a "CORE LIST" of products/services (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these items.
- 50) Provide, if any, your volume rebate programs
- 51) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.
- 52) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are:
 - _____ a. The same as typically offered to an individual municipality or school district.
 - _____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.
 (Your proposal will be considered "Non-Responsive" if this question is not answered.)
- 53) Do you offer quantity or volume discounts? ____ YES ____ NO Outline guidelines and program.
- 54) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
- 55) Identify the Proposer's proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

Form B

PROPOSER INFORMATION

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

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

COMPANY PERSONNEL CONTACTS

Contract Manager:

Email: _____ Phone: _____

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

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

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

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

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

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

Form G.**OVERALL EVALUATION AND CRITERIA**

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposers whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for "Proposer Responsiveness." A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: _____

For the Proposed Subject **FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES.**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	75	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	100	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Disadvantaged Business Entity Characteristics	50	
Overall Evaluation Points	1100	0

Proposed

Reviewed by: _____ Its _____

_____ Its _____

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

Form C

Company Name: _____

Responding Name: _____ Phone: _____

Note: This is a sample form. Actual data may be provided on disk and printed. **Original must be signed** and inserted in the proposal after it is printed. Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal.

RFP Page Number	Section	Term, Condition, or Specification	Exception

**Proposal Offering
And Acceptance and Award
RFP #011510**

FORM D

FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES.

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

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

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

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

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____ Executive Director NJPA _____

Awarded this _____ day of _____ **Contract Number # 052910**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 052910**

PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

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

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

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

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

My commission expires: _____

Signature: _____

FORM H**State Of Minnesota – Affirmative Action Certification**

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

Your response will be rejected unless your business:

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

—or—

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

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

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

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

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

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

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

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

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

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

Name of Company: _____

Date: _____

Authorized Signature: _____

Telephone Number: _____

Printed Name: _____

Title: _____

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

For assistance with the *E-Verify* Program

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

For assistance with this form, contact:

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

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

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

Proposal Award Recommendation(s) for NJPA Membership Approval

The following are the recommendations of the Proposal Review Committee regarding RFP #052910 for the procurement
of

FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES

The Proposal Review Committee for this RFP consists of:

Chairman:

Member:

Member:

Member:

The findings of the Committee are as follows:

A. Proposals rejected as non-responsive and the reason for that determination:

B. Methodologies used by the committee for evaluation:

C. Proposals recommended for approval with reasons for recommendation:

It is therefore recommended by the Proposal Review Committee that a Contract be approved for the above Proposer(s).

1. _____
2. _____
3. _____
4. _____
5. _____

Addendum #051210
To that certain
RFP #052910
Issued by
The National Joint Powers Alliance® (NJPA)
For the procurement of

FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES

Please consider the following questions and answers to be added to the RFP document.

1. When is the correct deadline for submissions? On the first page of the RFP document, two different time's are stated:

- a. May 28, 2010 at 2pm CST
- b. May 28 2010 at 4pm CST

ANSWER: May 28, 2010 at 4PM Central

2. There does not appear to be a bid security required for this RFP. Is that correct?

ANSWER: Correct.

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: Staples Contract & Commercial, Inc., operating as Staples Advantage

Questionnaire completed by: Jeremy Landis, Director Vertical Markets

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. Please place your proposal response in a three-ringed binder tabbed as indicated below. Two complete copies are required. All information must be typed, organized, and easily understood by evaluators. Please limit your answer and documentation as they directly relate to this RFP.

INSIDE FRONT COVER (pocket or 3-ringed binder sleeve)

- **Original executed forms D, E, H & I.**
- **Electronic submission of proposal (CD).**
- **Certificate of Insurance**

Please insert a table of contents

Tab 1: Company Information

- 1) Provide the full legal name, address, and telephone number for your business.

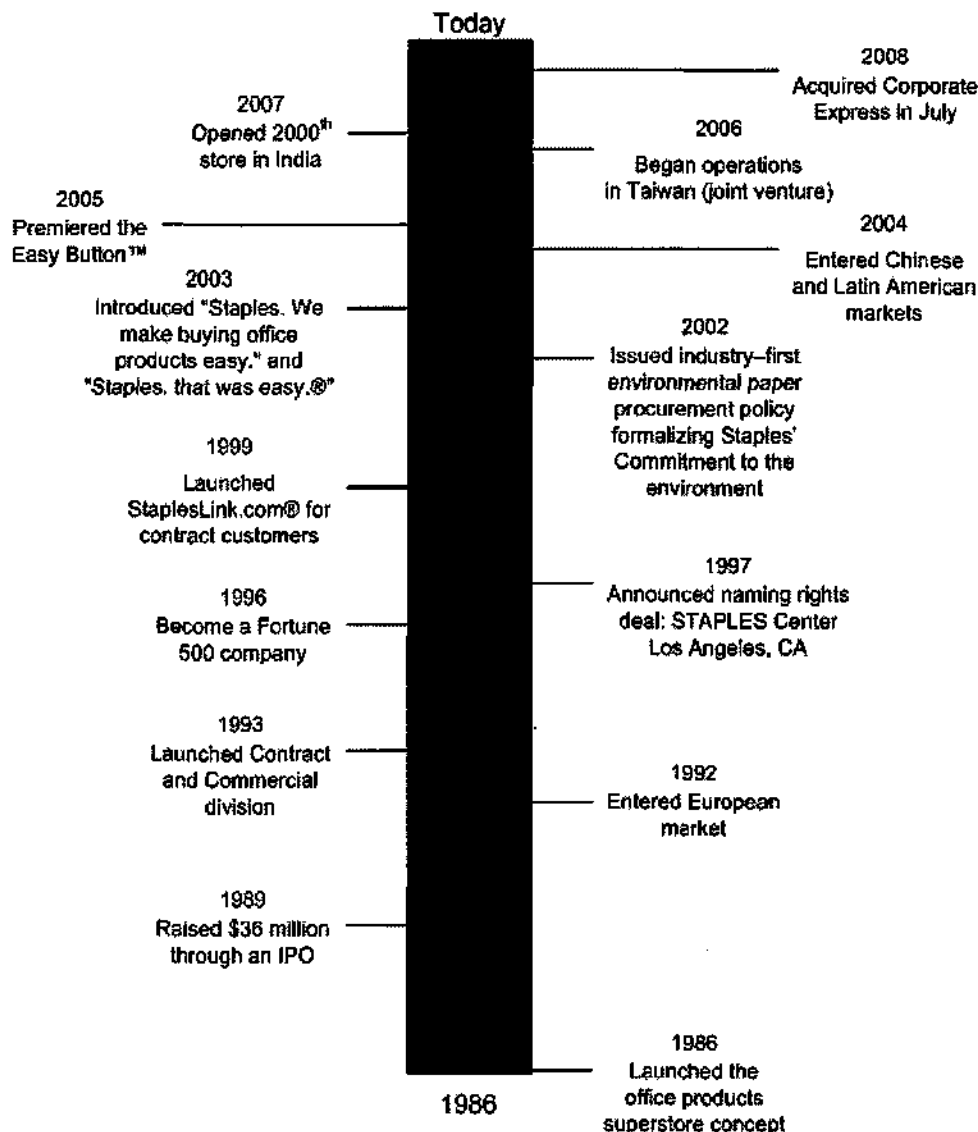
Staples Contract & Commercial, Inc., operating as Staples Advantage
500 Staples Drive
Framingham, MA 01702

- 2) Provide contact information for the primary contact person from your business relating to this RFP. (Form B)

Jeremy Landis
Staples Advantage
1945 Old Gallows Rd
Suite 210
Vienna, VA 22182
jeremy.landis@staples.com
Phone: 703-734-8710 x241

- 3) Provide a brief history of your company that includes its goals and philosophy.

For more than 20 years, Staples has been the industry pioneer, making it easy for businesses of all sizes to get the products and services they need. Originally founded by entrepreneur Tom Stemberg as a retail store concept, we've grown to become the leader in all business channels – retail, online and business-to-business delivery. In July 2008 Staples acquired Corporate Express and an industry leading furniture division, operating as Business Interiors by Staples. We will provide one comprehensive source for all your needs along with industry specific solutions.



Company Milestones

- **2008** – Acquired Corporate Express in July and became a truly global business, serving contract customers in North and South America, Canada, Europe, Asia and Australia
- **2007** – Opened 2000th Staples store in India
- **2006** – Begins operations in Taiwan as UB Staples® through a joint venture with UB Office Systems' subsidiary, UB Express
- **2005** – Unveiled our new corporate responsibility initiative "Staples Soul" and published our first Corporate Responsibility report; Premiered the Easy Button™ and a new American icon was born
- **2004** – Invests in Shanghai-based office delivery business, OA 365, to enter the Chinese marketplace; enters the Latin American market with the acquisition of Officenet, a Brazilian and Argentinean office products delivery business
- **2003** – "Staples. We make buying office products easy." is introduced as the new corporate brand promise, supported by the new tagline, "Staples. that was easy.®"
- **2002** – Becomes the world's largest seller of office supplies, with revenues topping \$11 billion; issues industry-first environmental paper procurement policy formalizing Staples' commitment to the environment
- **1999** – Launches StaplesLink.com® for contract customers
- **1997** – Announced naming rights deal for the STAPLES Center in Los Angeles
- **1996** – In 10 short years became a Fortune 500 company; only the sixth company in history to achieve \$3 billion in sales within 10 years of start-up

- **1993** – Launched Contract and Commercial division to serve multi-site organizations and Fortune 1000 businesses
- **1992** - Entered the European market
- **1991** – Help found Canada’s first office superstore, The Business Depot LTD.
- **1989** – Raised \$36 million through an IPO
- **1986** – Invented the office products superstore concept with the opening of its first store in Brighton, Massachusetts

Staples is the world’s largest office products company with \$23 billion in sales revenue and 91,000 talented associates. Our vision is to be the best company in the world at providing products and services for the office, and our commitment to providing exceptional customer service is embodied by our brand promise “We make buying office products easy.”

Staples’ strategy is to maintain our leadership in the office products industry through:

- **Differentiated Brand** - Become the office products company of choice
- **Best Execution** - Deliver industry-leading service at the lowest cost
- **Market Leadership** - Develop into a global company with a leadership position all markets

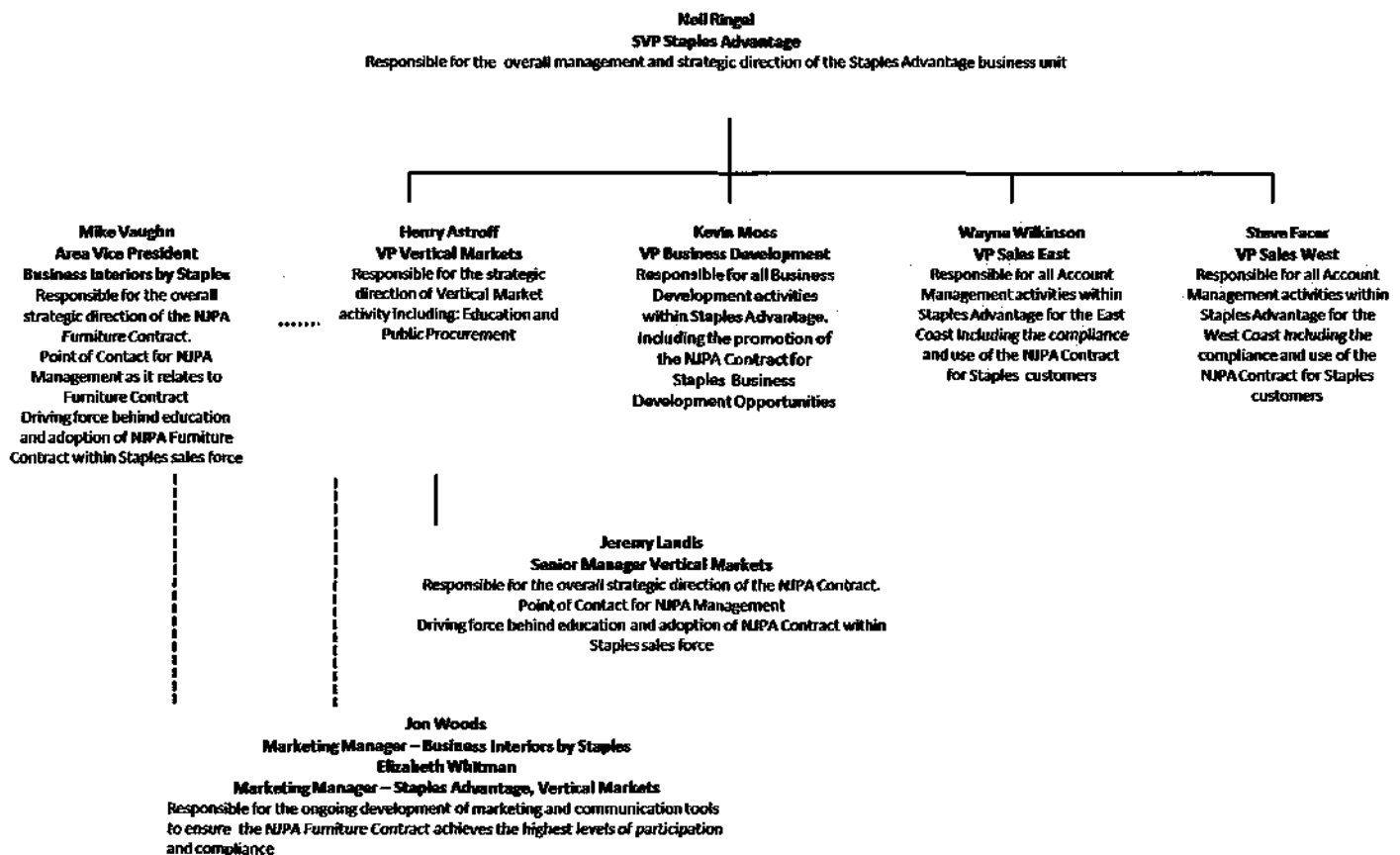
While our brand, execution and market leadership have already contributed to our leading position in the industry, *our growth will continue to be fueled by:*

- Continued development of our innovative Staples® brand products
- Expansion in our retail and delivery channels as well as emerging markets
- Focus on Staples Soul, our commitment to corporate responsibility

Our *strong corporate values* move us to embrace diversity, sustain the environment, give back to our communities and practice sound ethics. Combining these values with our global business strategy and operations contributes to our financial success and helps us become a great employer, corporate citizen and neighbor. We strive to provide superior value to our customers through a combination of everyday low prices, a broad selection of products, easy to use Web sites and reliability and speed of order delivery.

- 4) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.

ORGANIZATIONAL CHARTS FOLLOWS



- 5) How long has your company has been in the **FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES**, industry?

Staples has been in business since May 1986 when we opened our first retail store in Brighton, Mass. We launched our contract and commercial division – now “Staples Advantage” – in 1993.

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

Staples would best be described as a distributor/dealer/re-seller.

- a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.

Staples is authorized to resell all products offered under this proposal by the terms of Vendor Program Agreements (VPA) established with each of our suppliers.

- b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the

employees of a third party?
N/A

- 7) For public companies, provide your most recent annual report to shareholders.

Staples' annual reports are available electronically at: <http://investor.staples.com/phoenix.zhtml?c=96244&p=irol-reportsannual>. Please also see Tab 11 on enclosed CD for an electronic copy of Staples annual report.

- 8) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

N/A

Tab 2: Industry-Marketplace Successes

9) List and document recent industry awards and recognition.

Company Rankings

- #1 on *Institutional Investor* magazine's America's Top Shareholder-Friendly Companies (Retailing/Hard Lines Category) (2008 and 2009)
- #109 on Fortune 500 (2009) – up from #128 last year
- #397 Fortune Global 500 (2009) – up from #439 in 2008
- #5 on Fortune Most Admired Specialty Retailers (2009)
- #83 on *Barron's* 500 (2009) – up from #304 last year
- #499 on *Forbes* World's 2000 Largest Public Companies (2009)
- #319 on *Forbes* 400 Best Big Companies (ranked nine consecutive years)
- #111 on *Brand Week's* America's Top 2000 Brands (2008)
- #79 on *CRO Magazine* (formerly *Business Ethics*) Best Corporate Citizens list (2009)
- #4 among 35 retail sector companies and #40 among 541 global companies evaluated in the 2008 Covalence Ethical Ranking
- #31 of 78 in *Boston Business Journal's* "Boston's Largest Corporate Charitable Contributors" – first time ranked (2008)
- # 14 on *Boston Globe* 100 Top Companies (2009)
- Named to *Boston Globe* 100 Best Places to Work (2008 and 2009)
- #47 on *STORES Magazine's* "Hot 100 Retailers" (2009)
- #29 on *STORES Magazine's* "Top 100 Retailers" (2009)
- #4 on *MultiChannel Merchant* Top 100 (2009) – up from #5 in 2008

Company Awards

- Ron Sargent named "Best CEO" by *Institutional Investor* Magazine (Retailing/Hard Lines Category) (2009)
- Officenet Staples (Argentina) was named a finalist for the U.S. State Department's 2009 Award for Corporate Excellence, which recognizes businesses that demonstrate good corporate citizenship (2009)
- Received *Modern Materials Handling* magazine's 2008 Innovation Productivity Award for innovative use of a robotic fulfillment system, called KIVA, now operating in two of Staples Advantage's 37 fulfillment centers in the U.S. (2008)
- Staples Advantage Call Centers have been recognized by J.D. Power and Associates for providing "An Outstanding Customer Service Experience" for six years in a row*
- Jay Baitler, Executive Vice President of Staples Advantage, named to *Supply & Demand Chain Executive* magazine's Provider Pros to Know (2004 – 2008)
- Staples Advantage named to *Supply & Demand Chain Executive* magazine's Executive 100 (2003–2008)
- City Business Journals Network's "American Brand Excellence Award" (2007-2008)

Environmental Awards and Recognitions

- Ranked #20 in *Newsweek's* Top 500 Green Companies – ranked #2 within the retail industry
- Recognized as one of the "World's Top 20 Sustainable Stocks" by SustainableBusiness.com (2008)
- In September 2009, for the sixth consecutive year, Staples was selected as a component of the Dow Jones Sustainability Indexes (DJSI). Staples scored 64 compared to average industry score of 47. The DJSI track the performance of sustainability leaders on a global scale
- Staples Advantage Canada was awarded ISO 14001 Environmental Certification in March 2009, joining Staples' other certified business sites in France, Denmark, Germany, the Netherlands, Sweden and the U.K.
- Corporate Express, a Staples company, was named the 2008 "Sustainable Company of the Year" in the eighth annual Australian Sustainability Awards
- Recipient of the National Recycling Coalition's 11th annual Recycling Works Award for its broad-reaching efforts to promote recycling and waste reduction among its customers and throughout its operations (May 2009)
- EPA Green Power Partnership Award (2008) and Green Power Leadership Award (2007) recognizing leading national purchasers of green power

- EPA 2007 Climate Protection Award. This award places Staples among some of the world's most accomplished businesses and organizations working to protect the climate
- EPA Merit Award presented to Staples fleet director Mike Payette for Staples' initiatives to reduce fuel use by delivery trucks (April 2009)
- As of the beginning of 2009, Staples ranked #5 among all retailers, #15 among Fortune 500 companies and #28 among all companies nationwide for use of green power by EPA Green Power Partnership program
- Named Corporate Citizen of the Year by New England Clean Energy Council – recognizing Staples' for its outstanding efforts in clean energy and innovative recycling programs (2008)
- Received "Honorable Mention" in 2008 Green Dot Awards for Staples® brand environmentally preferable paper made from recycled sugarcane waste – the Green Dot Awards celebrate excellence in green products and services
- Safer Detergents Stewardship Initiative (SDSI) Champion Recognition (2008) – Awarded to Corporate Express, a Staples company, by EPA's Design for the Environment Program, for commitment to reducing toxic chemicals in its Sustainable Earth® brand cleaning supplies
- Named South Florida Hispanic Chamber of Commerce's 2009 "Green Company of the Year" (September 2009)
- Ranked #2 on Area's Greenest Publicly Traded Companies list compiled by *Boston Business Journal* (2008)
- Staples' Sustainable Earth® brand cleaning products received 2007 Most Innovative Green Products award from the ISSA Worldwide Cleaning Industry Association
- 2007 Climate Champion Award by Clean Air - Cool Planet (CA-CP), the leading nonprofit working to find and promote solutions to global warming in the Northeast (October 2007)
- 2007 AltWheels "Green Pioneer" Award honoring Staples for its position as the largest private user of solar power in New England (September 2007)

Diversity Awards and Recognitions

- Ranked #29 on Diversity MBA Magazine's 50 Best Places for Diverse Managers to Work (2009)
- Tara Spann, Director of Diversity Initiatives for Staples, named to Diversity MBA Magazine's Top 100 Diverse Emerging Leaders (2009)
- Readers' Choice Award: A Best Diversity Company by DiversityCareers.com (2007)
- Named to America's Top 50 Corporations for Multicultural Business Opportunities by DiversityBusiness.com (2007–2009)
- Selected as #56 on "Top 60 companies for Hispanics" in 2008 by Hispanic Business magazine
- Achieved a score of 93 on the Human Rights Campaign Corporate Equality Index, which rates 590 businesses on a scale from 0 to 100 based on lesbian, gay and transgender workplace policies and benefits (2010)
- PNC MWDBE Strategic Partnership Award (2006)
- Awarded the New York Life Silver Star Prime Award for Supplier Diversity (2005, 2006)

E-Commerce Awards and Recognitions

- Staples ranked #2 on Internet Retailer Magazine's Top 500 largest e-tailers list (2007–2009); ranked #1 in total Web sales in the Office Supply Industry
- Web Marketing Association presented its WebAward to StaplesLink.com® for B2B Standard of Excellence, two consecutive years (2006–2007)
- EWay.com™ has received both the AIIM Best Practices Award and ADT Innovator Award for excellence in technology leadership

10) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.

County of Orange
HCA Purchasing
John Martinez
714-834-3746
Over \$500,000.00 in total projects

East Ridge High School – ISD 833
 4200 Pioneer Drive
 Woodbury, MN 55129
 Sue Pojankowski/Aaron Harper/Mike Vogel – 651-458-6275
 Provided Product Specification, Design, Building Programming
 Project Management, Delivery and Install Services
 All Products we are quoting in this RFP response were included in this Project.
 Approximate Spend: \$1,600,000

St Michael/Albertville NEW High School
 5800 Jamison Avenue NE
 St. Michael, MN 55376
 TJ Zerwas- Buildings and Grounds Manager - 763-286-6553
 Dale Carlson – Principal 612-221-2573
 Provided Product Specification, Design, Building Programming
 Project Management, Delivery and Install Services
 All Products we are quoting in this RFP response were included in this Project.
 Approximate Spend: \$1,300,000

11) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.

NYC Board OF Education Schools
 65 Court Street
 Brooklyn, NY 11201
 Sales: \$36,010,896

Commonwealth of Pennsylvania
 555 Walnut Street, 6th Floor
 Harrisburg, PA 17101
 Sales: \$15,758,525

New York State
 Corning Tower – Room 3845
 Albany, NY 12242
 Sales: \$7,519,272

New York University
 726 Broadway 2nd Floor
 New York, NY 10003
 Sales: \$5,661,892

UNC Chapel Hill
 104 Airport Drive, Suite 2700
 Chapel Hill, NC 27599
 Sales: \$4,578,162

12) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

CUSTOMER TYPE	07 Sales	08 Sales	09 Sales
GOVERNMENT	\$90,599,643	\$121,713,893	\$134,267,660
EDUCATION	\$237,157,590	\$249,639,198	\$254,268,091
NON-PROFIT	\$53,071,359	\$61,083,274	\$65,245,228

Tab 3: Proposer's ability to sell and service nationwide.

- 13) Please describe your sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?

Staples has a national service footprint that provides sales and distribution coverage for the entire U.S., with more than 2,000 sales and support positions as well as multiple furniture service professionals assigned to each regional office employed directly by Staples whose sole responsibility is for the sales of the products/services contemplated in this RFP and are nationally dispersed throughout sales offices in the following locations:

<p>Central Region Albuquerque, NM Austin, TX Baton Rouge, LA Colorado Springs, CO Corpus Christi, TX Arlington, TX Coppell, TX Aurora, CO Greenwood Village, CO El Paso, TX New Orleans, LA Houston, TX San Antonio, TX</p>	<p>Central North Region Arden Hills, MN Beloit, WI Chicago, IL Urbandale, IA Eau Claire, WI Franklin Park, IL Green Bay, WI Joliet, IL Lincolnshire, IL Madison, WI Mankato, MN Maquoketa, IA Brookfield, WI Minneapolis, MN New Brighton, MN Oak Creek, WI Omaha, NE Onalaska, WI East Peoria, IL Stevens Point, WI Woodridge, IL</p>	<p>MidSouth Region Bessemer, AL Birmingham, AL Brentwood, TN Chattanooga, TN Huntsville, AL Kansas City, MO Knoxville, TN Little Rock, AR Lowell, AR Memphis, TN Mobile, AL Brentwood, TN Oklahoma City, OK Overland Park, KS St. Louis, MO Tulsa, OK</p>
<p>Mid-Atlantic Region Charlotte, NC Chesapeake, VA Sterling, VA Greensboro, NC Hanover, MD Henderson, NC Raleigh, NC Richmond, VA Salisbury, MD Vienna, VA</p>	<p>Midwest Region Cincinnati, OH Cleveland, OH Worthington, OH Novi, MI Indianapolis, IN Louisville, KY Richfield, OH South Bend, IN Southfield, MI Traverse City, MI Wyoming, MI</p>	<p>Southeast Region Atlanta, GA Columbia, SC Forest Park, GA Fort Myers, FL Ft. Lauderdale, FL Greenville, SC Jacksonville, FL LaGrange, GA Macon, GA Maitland, FL Marietta, GA North Charleston, SC Ocala, FL Orlando, FL Pembroke Park, FL Savannah, GA St. Petersburg, FL Tampa, FL</p>
<p>Northwest Region Alameda, CA Anchorage, AK Auburn, WA Fresno, CA Idaho Falls, ID Portland, OR Sacramento, CA Federal Way, WA Wilsonville, OR</p>	<p>Northeast Region Albany, NY Bedford, NH Vestal, NY Amherst, NY Cromwell, Ct Erie, PA Foxboro, MA Lawrence, MA Pittsburgh, PA Poughkeepsie, NY Rochester, NY Sharon, MA Stratford, CT East Syracuse, NY Trumbull, CT Westboro, MA</p>	<p>Southwest Region Los Angeles, CA La Mirada, CA Las Vegas, NV Monrovia, CA Ontario, CA Phoenix, AZ Poway, CA Salt Lake City, UT Simi Valley, CA San Diego, CA</p>

14) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?

- One source for all your business interior services
- More than 122 locations across North America
- More than 1,000 furniture professionals
- Experts in design, planning, refurbishing, installation and more

15) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.

Once a project has been finalized and approved, our order management team manages and expedites all orders. Staples will provide accurate and efficient means to order the product. Periodic status reports, tracking the progress of all orders, are generated as needed. Discrepancies are flagged and corrective action taken to ensure the project is not delayed.

- Coordinate ship dates with construction completion dates, other trades completion date, and customer move-in dates.
- Provide loading and alternate packing instructions, if required.
- Secure deposit or progress payments from customer, if required.
- Review acknowledgements to identify and correct inconsistencies.
- Investigate substitutions where required due to excessively long lead times or discontinued materials, and make recommendations to customer.
- Obtain samples from vendors (finish, dye lot, etc.) and review for accuracy.
- Monitor delivery schedules and project progress.
- Track change orders and confirm any changes in writing to customer and vendors.

Staples provides both national customer service resources via our Area Service Centers (ASC) and local order managers/coordinators to deliver complete support to NJPA and participating NJPA members. The Area Service Centers support order processing and management services and offer technical design solutions. Our sales ambassadors are available to our sales professionals to assist them with quote and order processing. Staff members in the ASC locations are furniture order specialists and have the knowledge and experience to effectively manage the unique requirements of a furniture order. In addition – local support is provided at our distribution centers via project coordinators, project managers and interior designers. Resources for order, design, project management and project coordination are unmatched in the industry. Staples provides the help and support from a local perspective when customer touch and site visits are required while providing the necessary resources from a national perspective to insure consistent and quality service across the country regardless of order origination. (See Tab 11 for detail of ASC Organization)

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

Staples will not exclude service in geographic areas or NJPA market segments in the United States.

17) Identify any of NJPA Member segments you will **NOT** be serving? (Government, Education, Non-profit)

Staples will not exclude service to any NJPA member segments

- The ongoing collaboration between NJPA and Staples that allows for the optimization of identifying, soliciting and acquiring members and contract participants.
- The regular communication of industry and public procurement landscape that will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly
- The identification and creation of opportunities that allows Staples to provide NJPA members its entire scope of products and services, providing an increasingly attractive value proposition for prospective members and a compelling source of value for participating members.
- Assistance in identifying NJPA members to provide account of their contract success, these successes would in turn, be used to acquire new members to the NJPA/Staples furniture contract.
- The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows
- Ongoing availability to meet with Staples senior level leadership and sales management to reinforce the opportunity within the contract and the vital role it plays in NJPA and Staples mutual ongoing success

23) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

Great customer service. On-time delivery. Extensive product selection. These are the qualities you expect from *any* effective program. But as economic conditions change and the public sector's supply, budgeting and compliance supply needs become increasingly more complex, who can you trust to help take your program to the next level?

As the world's leading office supplier, Staples has earned an impeccable reputation by *consistently exceeding* our customers' expectations for customer service, compliance and tangible cost savings. In these volatile economic times, our financial stability gives NJPA and participating NJPA members the confidence to always expect competitive pricing and the best service from their program. Today, tomorrow and 10 years from now, we'll deliver a program that *adds value* to NJPA and participating NJPA members by achieving the continuous savings and efficiencies you demand.

Unlocking Your Cost-Savings Potential

Uncommon times require uncommon savings. Thanks to our industry-leading size and purchasing power, we have the ability to offer NJPA and participating NJPA members *consistent, year-over-year hard and soft cost savings*. NJPA participating members can achieve a Lowest Total Delivered Cost program that continually drives down their expenses while at the same time making it "EASY" for their end users to research, order and receive the products they need.

NJPA and participating NJPA members can benefit from a cost management approach that includes but is not limited to the following:

- Competitively-priced product assortments and significant cost savings
- Continuous analysis and benchmarking of your program to reveal new cost improvement areas
- Ongoing operational cost savings driven by our constant investment in the latest procurement and supply chain technologies
- Customized programs that help influence end user purchasing behaviors, leading to greater ordering and process efficiencies
- Consolidation of your technology, furniture, print, promotional product and facility needs into one integrated and streamlined program, resulting in extensive total program savings ("One Source" Solution)
- Transparency into your purchasing patterns via regular comprehensive reporting, which helps identify opportunities for greater compliance as well as innovative solutions to your most critical business challenges

Service That Exceeds Your Expectations

Our focus will be to provide NJPA and participating NJPA members with increased accuracy with deliveries, higher levels of compliance and ultimately, *increased satisfaction* among your end user population. To support this goal, members will receive the following Staples' professional resources:

- A dedicated local Senior Account Manager who facilitates a single point of contact and "EASY" ongoing management for your program, and who continually uncovers cost savings

- First-contact customer service resolution offered by Staples Advantage Call Centers, which have been proudly recognized by J.D. Power and Associates for providing “An Outstanding Customer Service Experience”
- Comprehensive implementation plan assuring the rapid and smooth launch of your customized program
- Field Marketing Specialists who develop customized end user communication campaigns and special events to market your program internally to users and who serve as a strategic consultant for your ongoing communication needs

Public Procurement Expertise

When it comes to utilizing cooperative contracts in Public Procurement, Staples understands the critical nature of program visibility and accountability. We understand that public entities require program visibility and accountability and the knowledge of how a contract is solicited, awarded and how products and pricing are determined. Key to their confidence in knowing that what they see is what they get -- no surprises and no complex pricing models. We believe no other supplier in our industry has such an acute understanding of this sector and the unequalled solution provide by the NJPA contract. We will continue to work with NJPA to provide programs built on simplicity, accountability, integrity, and superior value. We'll help NJPA leverage our public procurement customers' best practices to continue to enhance and manage a contract that will help NJPA maintain its competitive advantage.

Staples is eager to continue to serve NJPA and participating NJPA members and will go *above and beyond* to exceed your goals and ensure your continual satisfaction

Tab 5: Value Added Attributes

24) Describe any training programs available as options for members.

Our supplier partners can provide CEU training session to our A & D and customers alike. Training sessions include the basics about furniture construction, desk, LEED, Level ONE, Learning Styles, Fabrics, etc. These training sessions are available for special events, projects, conventions or by special request. CEU courses are accredited for the A & D community and for internal design professionals.

Staples has the ability to facilitate seminars on topics such as ergonomics, workplace organization and security solutions. We will work with interested members to determine the appropriate schedule of seminars to get the most participation.

25) Describe technological advances your proposal products/services offer.

CFS – Commercial Furniture Software System

In 1997 ProSoft,, a proprietary software company that provided a computer operating system that managed 38 successful Herman Miller/Haworth Dealerships in North America, was acquired. As part of that acquisition, we also hired the developers of the software system who remain active innovators of our operating system and employees of Staples today.

To leverage the specialized functionality of this furniture software package, ALL of our software ordering platforms feed FURNITURE orders into the CFS system for processing and special handling. Upon completion of the order cycle – the order detail and data is fed back into the original order source for A/P processing and billing.

CFS provides systematic solutions for all aspects of our furniture business from CAD Design, Rental, Leasing, Loaner/Demos, Value Add Service Coordination, Inventory Control, and Order Management. This operating system is totally integrated with our GIZA-20/20 and AutoCAD/Cap Studios CAD systems. Design specifications generate a finite bill of materials that is electronically transferred into a quote format and upon customer order approval is electronically transferred to the order processing module. With the flick of a button, a quote becomes an order that generates a supplier purchase order. A number of our supplier partners allow for electronic transmission, receipt and acknowledgment of our orders.

The electronic transfer of data from CAD to order creation to supplier and back again for the generation of customer billings effectively removes the element of human error. While stringent manual edit processes are in place to monitor the accuracy of our system, the electronic download and transfer of order data has dramatically reduced the incidence of transposition errors formerly experienced with manual processes.

Supply Chain Technology Investment

Our supply chain is the link that connects NJPA and participating NJPA members with the products to keep their respective organizations running smoothly. To maintain Staples' leadership as the most efficient supplier in our industry, it's essential that we continue to invest in and enhance our delivery and distribution network, improving processes and technology to deliver products faster – and at lower total cost – for NJPA. Because of Staples' industry-leading revenues and market capitalization, we are able to continually invest and re-invest in our supply chain to drive further improvements.

- 26) Describe your “Green” program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.

Our Commitment to Sustainability

From the development of the industry’s first environmental paper procurement policy to the launch of the first nationwide retail computer recycling program, Staples has been a sustainable business leader. Our environmental programs are part of our broader commitment to corporate responsibility – what we call Staples Soul. In addition to operating our business sustainably, Staples Soul includes supporting the communities where we live and work, promoting a culture of integrity and ethical business practices and fostering a diverse workforce and supplier base.

In 2007, we expanded our commitment to sustainability with the introduction of *Staples EcoEasy*, which is focused on three key areas:

1. Operating our business in a manner that sustains the environment for our customers, associates, suppliers and the global community
2. Providing products that make a difference for the environment
3. Offering services that make it easy to do the right thing

Internal Sustainability Practices

Staples manages and monitors the environmental impacts of our operations, from our energy use to our purchasing. We report on progress toward reducing our environmental footprint regularly in our corporate responsibility reporting and on our public Web site.

Some of our major goals include:

- Reducing our absolute greenhouse gas emissions by 7% from 2001 to 2010
- Achieving at least 20% “Green Power” utilization through direct renewable energy projects and the purchase of renewable energy certificates (RECs)
- Sourcing more than 50% of our paper products by volume from FSC certified sources by 2010 as market demand and supply allows

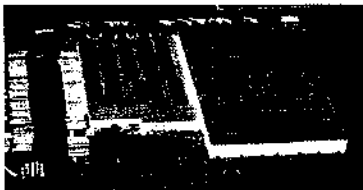
To meet these goals, we’re taking a multi-faceted approach that includes:

Energy Efficiency

Through investment in energy-efficient technology and other energy conservation efforts, we’ve reduced energy use per square foot by approximately 10% from 2001 to 2008.

Renewable Power Investment

Staples is currently ranked 15th on the EPA’s Fortune 500 Challenge list of leading renewable energy purchasing companies. We host rooftop solar power systems on 29 facilities nationwide, which in 2009 will produce approximately 4.9 million kWh of clean energy and prevent nearly 5.5 million pounds of greenhouse gas emissions. In early 2009 we commissioned the company’s first natural gas fuel cell, which along with a solar power system, now contributes more than 90% of the energy for our 400,000 sq foot Ontario, Calif. fulfillment center.



A rooftop solar power system on our Killingly, CT warehouse

Green Building Design

We take a sustainable design approach to all our buildings and currently have nine facilities that are LEED certified or pursuing LEED certification. Additionally, the company now operates six facilities that have achieved the ISO 14001 designation.

Reducing the Carbon Impact of Our Delivery Fleet

Since 2006, we've saved more than 1.6 million gallons of diesel, nearly \$2.8M in fuel costs and 18,000 tons of CO2 emissions through initiatives that include limiting the top speed of our trucks to 60 mph and installing idle limiting equipment to vehicles. We continue to optimize delivery routes and test alternative fuel vehicles to reduce mileage, fuel use and emissions. We're currently piloting two diesel-electric hybrid delivery trucks and recently introduced the industry's first all-electric, emissions-free delivery truck that can travel 100 miles on a single battery charge.



Staples' "zero emission" all-electric truck is the first of its kind in the industry and an example of what we're doing to reduce the impact of our delivery fleet.

Recycling

In May 2009, Staples received the National Recycling Coalition's 2009 Recycling Works Award for our recycling practices. Across our business in 2008, we reported the recovery of:

- 34,000 tons of corrugated cardboard
- 732 tons of mixed paper
- 333 tons of shrink wrap

In 2008, we also recovered more than 5 million pounds of technology waste and this year, we're on target to recycle more than 50 million used ink and toner cartridges from customers.

Responsible Purchasing

Through our Supplier Code of Conduct and Environmental Paper Procurement Policy, we require suppliers to follow environmentally-responsible sourcing standards to ensure the conservation of our natural resources

Staples has established a relationship with the Institution Recycling Network, Inc. (IRN).

As a result of this relationship and through this contract NJPA and participating NJPA members may be able to engage with IRN to manage their surplus property. IRN surplus program provides services that can include:

- Cleanout of storage or warehouse space;
- Move-outs from office, medical, residential and administrative areas;
- Disposition of "leftovers" from relocation, consolidation, or downsizing;
- Disposition of used furniture when new items are purchased;

Additionally, IRN can facilitate the reuse of all types of surplus, including:

- Office, administrative, and reception/lounge furniture and furnishings;
- Residential, dormitory and room furnishings (mattresses, beds, bureaus, desks, chairs, wardrobes, mirrors, etc.);
- Classroom furnishings and equipment including desks and chairs, tables, shelving, tablet arm chairs, white- and blackboards, display cabinets, and almost anything else from a classroom environment;
- Library furnishings (shelving, carrels, seating, etc.);
- Healthcare furnishings and equipment, including diagnostic and test equipment of all types, laboratory equipment, patient care items (drug and supply carts, beds, gurneys, walkers, IV poles, etc.), and medical supplies (e.g., bandages);
- Scientific and laboratory furnishings and equipment, including bulky and built-in items like lab benches, centrifuges and fume hoods;
- Kitchen and cafeteria furnishings and equipment, including ranges and ovens, fume hoods, chillers and freezers, food prep, service lines, dishwasher units, cafeteria and dining tables and chairs;

- Athletic equipment such as weights, mats, flooring, and lockers;
- Fixed assets including casework, lockers, cabinets, doors, and windows.

IRN recognizes that accurate reporting is critical for every organization that uses the surplus program and for every single project. With growing emphasis on sustainability, organizations are demanding accurate accounting of their progress. Additionally, initiatives like the College & University Presidents' Climate Commitment and LEED are creating additional pressure for comprehensive, accurate, and verifiable documentation.

IRN compiles a detailed as-shipped inventory for every trailer or container it loads. IRN provides this information to the generator in a project completion report within 2-3 weeks of the completion of any project. IRN may also provide photographic documentation for your project, whenever possible, including photographs of the surplus in use at its final destination.

Additional information and accessibility to IRN services is available upon request. Pricing for IRN services will be mutually agreed to at the time of purchase.

Our Sustainability Programs for NJPA and participating NJPA members

With Staples, you not only have a supplier who shares your corporate responsibility values, you have a consultant to help you achieve your sustainability goals. We can help minimize NJPA and participating NJPA member's environmental footprint through eco-preferable products and services that reduce the CO₂, energy and waste impact of your organization's purchasing.

Staples' differentiators that benefit NJPA and participating NJPA members include:

- Strategic support from your Staples Account Manager who will recommend high-performing alternative products to meet your environmental goals and provide regular benchmarking and reporting of your environmental spend
- Outside consultation and strategic support from our Director of Environmental Initiatives who will help shape a sustainability program that advances your goals
- Exclusive environmentally-preferable products offering the highest environmental attributes as well as third-party environmental certification
- Value-add support from Staples' Field Marketing team who can develop education campaigns to increase end user compliance to your sustainable purchasing programs

Environmental Product Assortment

From remanufactured ink and toner to recycled-content paper and furniture, Staples is your "One Source" for all your sustainable purchasing needs. We offer more than 3,000 environmentally-preferable products, including many that have achieved third-party certifications, such as GreenSeal™, GREENGUARD, ENERGY STAR, ACMI, FSC, EPEAT and EPA's Design for the Environment. These items are clearly marked and easily searchable online and through our Green Guide catalog. We're committed to offering high quality *and cost competitive* environmental product alternatives.



The e3 Panel System, exclusively from Staples, is an office furniture solution designed with your sustainability goals in mind. It's a cost-efficient, flexible system that can be reconfigured using existing components to help reduce waste. So, whether you need to refresh, reconfigure or redesign your workplace, e3 is ready to work for your company and the environment.

Install the Staples e3 Panel System and demonstrate your commitment to the health of your employees and the environment. Because it's certified for low chemical emissions and does not contribute to indoor air pollution, it meets GREENGUARD Environmental Institute standards.

Plus, its environmentally sustainable construction drives your business closer to LEED certification:

- The fabrics are made from 100% recycled or renewable materials.
- The work-surface substrates are made out of 100% post-industrial wood fiber from FSC-certified forests.
- The entire panel system is made up of more than 60% recycled content.
- The system is reconfigurable and reusable, reducing waste.

Environmental Reporting

We make it easy for you to measure the impact of your sustainable initiatives through clear, detailed reporting and quarterly Business Reviews.

All Brands are either Greenguard Certified or SCS or SCS Gold Certified. Each Brand has a unique and individual green policy and mission statement. Select brands provide eligibility for LEED Certification points and LEVEL ONE consideration.

Please see question 28 for IRN program information

Please see Tab 11 on enclosed CD for green statements and commitments from our manufacturers.

- 27) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.

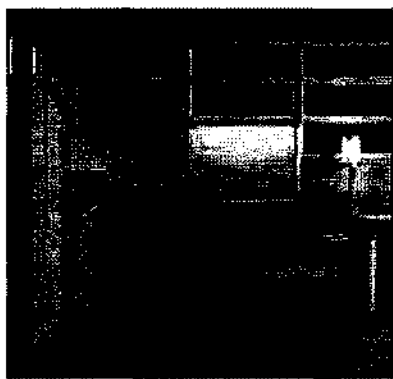
Although Staples does not independently qualify as a WMBE or SBE entity, we have an established diversity partnership program. We have the ability to subcontract services such as delivery, install, project management and design from qualified minority owned and small business partners.

- 28) Identify any other unique or custom value added attributes.

As the largest contract furniture provider in North America, Staples offers a complete range of services and products to meet all of NJPA and participating NJPA member's furniture and interior design needs. Whether you're moving, expanding, opening a new facility or simply need a new chair, our experts can create a customized solution to achieve the full potential of your spaces. With more than 100 North American locations, we provide the local service and attention you need.

Our product selection includes:

- Innovative environmentally preferable furniture and office panel systems made with high-content post-consumer recycled materials (steel, wood, etc.) that are also GREENGUARD or Indoor Advantage certified
- A broad assortment of ergonomic seating, wrist rests, keyboard trays, etc.
- Industry specific solutions for government & education



Interior Design, Project Management, Delivery and Installation

We use state-of-the-art order and logistics management software to centralize the many moving parts of your projects and ensure on-time, accurate delivery and setup. We manage every step including development of the

delivery and installation timeline, order entry, final check of order, manufacturer coordination, walk through/inspection, delivery tracking and expediting orders.

Our services include:

- Product maintenance, including cleaning and fabric protection
- Refurbishment
- Warranty repair
- Product-use seminars and programs
- Asset management
- On-site needs assessment
- Project management
- In-house design services and space planning
- Furniture standards program
- Delivery and installation
- Reconfiguration consulting
- 2-D and 3-D modeling

- 29) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.

N/A

- 30) Identify your ability and willingness to service Canada specifically and internationally in general.

Staples is willing to explore providing goods and services to NJPA members located outside the United States. Sales to such locations will be made in accordance with the operational requirements of our non-US businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-US operations.

- 31) Describe any unique distribution method employed in your proposal.

N/A

Tab 6: Payment Terms and Financing Options

32) Identify your payment terms. (Net 30, etc.)

"Buyer" shall refer to NJPA and participating NJPA members.

- Invoicing. Staples agrees to promptly deliver products ordered directly by Buyer FOB destination and shall direct its invoices to the applicable Buyer. Any freight and/or shipping charges for furniture that will be the responsibility of Buyer will be disclosed by Staples at the time of the quote. Payment terms are net 30 days from date of invoice or 10 days on a consolidated billing method. Staples may invoice Buyer at any time following shipment of the product. Buyer shall pay the net amount shown on the face of the invoice.
- Deposits. Buyer acknowledges and agrees that any order \$10,000 or greater may require a 50% deposit prior to order placement or entry. In addition, Staples may require deposits for orders less than \$10,000 but only upon mutual agreement of the amount of the deposit by Staples and Buyer at the time the order is finalized. Staples agrees to ship FOB destination/bill third party via the carrier of Buyer's choice when products are shipped directly to Buyer and Buyer is absorbing the charges for transporting the products. In that event, Staples agrees to enter Buyer's purchase order number in the customer reference field of the carrier bill of lading.
- Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express, and Discover) may also be used at the time of purchase.

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

In exceptional circumstances the option to rent and/or lease may be available, with lease options being facilitated through leasing agents.

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

Upon receipt of a PO from an individual NJPA member, a Staples furniture specialist will place the order through Staples' central purchasing department. The order will be entered into the Staples order system and then the PO will be issued directly to the manufacturer or manufacturers. Upon receipt of product and completion of the installation, the member organization will receive an invoice for the product and services.

For avoidance of doubt, furniture orders placed via Stapleslink.com will be priced and fulfilled within the terms and conditions of contract #072005 and any future replacement of that contract awarded to Staples.

Normal Business Hours

Monday through Friday, 8:00 a.m. to 6:00 p.m. in each of the forty-eight contiguous United States time zones, excluding days on which Supplier is not open for business in the United States of America.

Tab 7: Warranty

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

Staples warrants that it will provide NJPA and participating NJPA members with pass-through of all manufacturers' warranties for all products sold to NJPA and participating NJPA members in lieu of any other express or implied warranties from Staples. Warranties apply only if products are used in the manner in which they are intended and within manufacturer specifications. All products and services offered for sale are subject to the terms and conditions as established in any current or future manufacturer's price and product manuals. Warranties are subject to change or replacement by the manufacturer or distributor, in accordance with their regular business processes. EXCEPT AS OTHERWISE STATED HEREIN, STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

Staples will reasonably assist Buyer in coordinating the repair and/or replacement of products by the manufacturer.

Please see Tab 11 on enclosed CD for warranty information from our manufacturers.

- 36) Do all warranties cover all material and labor? See question 35 above
- 37) Do warranties impose usage limit restrictions? See question 35 above
- 38) Do warranties cover the technicians travel time to perform warranty repairs? See question 35 above
- 39) Please list any other limitations or circumstances that would not be covered under your warranty. See question 35 above
- 40) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work? See question 35 above

Tab 8: Other Cooperative Procurement Contracts Held

- 41) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.

NJPA, AEPA, National IPA, NPP and WSCA.

- 42) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.

AL, AK, AZ, CO, CT, GA, ID, IN, KS, LA, MD, MT, NV, NJ, NM, NY, OH, OK, PA, SC, UT, VT, WI

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

A separate division of Staples Contract & Commercial, Inc. maintains Staples' sales agreements with the GSA. Additional information about Staples' agreement(s) with the GSA will be provided upon request.

- 44) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

Staples presently has a contract in place with the National Intergovernmental Purchasing Alliance ("NIPA"). Staples proposes that its agreement with NIPA will be used as Staples' primary offering to county governments for the remainder of the term of said contract. This will not, however, preclude the use of Staples' contract with NJPA with any county government that requests to utilize the NJPA/Staples contract.

Tab 9: Products/Services and Pricing

45) Provide a general narrative description of the products/services and services you are offering in your proposal.

Staples would be a dynamic servicing partner for NJPA and participating NJPA members given our high standards for delivery, installation, complete project management, and ongoing service. Our corporate infrastructure as it relates to our ability to meet your service requirements, and our fit in relation to strategic priorities allows us to build a long term relationship to provide solutions now and in the future.

General furniture operations capabilities:

• Needs assessment	• Reconfiguration consulting
• Office design and space planning	• Computer aided design
• Project management, scheduling and coordination	• Asset management
• Delivery and installation	• Lease and rental solutions
• Standards program development and support	• ePurchasing platform

Detailed furniture operations capabilities:

Program Development and Space Planning	Computer-aided Management
<ul style="list-style-type: none"> • Space utilization analysis • Inventory of existing furniture and equipment • Development of standardization criteria • Growth evaluation and long range planning • Analysis of personnel and function agencies 	<ul style="list-style-type: none"> • As-built drawing input and updates • Tenant planning • Square foot take-off/calculations • Construction documents • Asset management and inventory tagging • Bar Coding • On-line order entry and tracking
Floor covering	
<ul style="list-style-type: none"> • Installation • Image maintenance services • Renovations lift system 	Furniture Installation Services
	<ul style="list-style-type: none"> • All Manufacturers
Restoration and Renovation	Design & Project Management
<ul style="list-style-type: none"> • Historical research • Survey and evaluation of existing conditions • Restoration cost estimate • Programming for adaptive re-use • Design implementation 	<ul style="list-style-type: none"> • Autocad • Relocation Services • Licensed Interior Design
Systems Furniture Refurb	Reupholster Services
<ul style="list-style-type: none"> • Replace Worn or Dated Fabrics • Paint Panel Trim • Alter Panel Height/Width • Update Work surfaces • Replace Powerways 	<ul style="list-style-type: none"> • All Seating • Sofas & Loveseats • Medical Exam Tables
Wood Refinishing	Electrostatic Painting
<ul style="list-style-type: none"> • Touchup or Refinish • Re-stain 	<ul style="list-style-type: none"> • Desks, Files & Storage • Shelves & Bookcases • Doors & Window Frames • Medical/Dental Equipment
Leasing Programs	Asset Management
<ul style="list-style-type: none"> • Allow financial options • Tax advantages • Lower payments • Long-term flexibility 	<ul style="list-style-type: none"> • Automated inventory listing utilizing bar coding equipment • Associated floor plans depicting existing location of furniture as well as tracking its movement • Warehousing/inventory management available for surplus furniture and

	equipment
	File Tech
	<ul style="list-style-type: none"> • High density filing systems, Media Storage

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

The pricing provided is based on a volume discount matrix per brand. Efficiencies and resulting cost savings can be realized on larger orders delivering to a single site within a specific brand offering. Our tiered pricing discount matrix allows us a means of passing along those savings to NJPA and participating NJPA members. Our price response is a matrix schedule that reflects a discount that correlates with a list price volume tier. A negotiated pricing tier is included for every brand response to address large and complex projects. The aggregate list price total for all products purchased within a single and specific brand listing determines the discount tier the client will receive. Best pricing for all lines is predicated on direct factory purchases. Freight and any order unique variables are listed per brand. A tab that reflects value added service charges has also been included with our submittal.

These discounts do not include any margin floors and will be calculated using the then current manufacturer list price.

PLEASE SEE PRICING AT THE END OF THIS TAB 9

47) Propose a strategy, process, and specific method of facilitating "Sourced Goods" solution as defined herein.

Staples' contract customers frequently request that we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these Sourced Goods and services to NJPA and participating NJPA members.

Sourced Goods may include but are not limited to, products or services that relate to or complete the need of products and services included in the scope of the RFP. If NJPA or a member wishes Staples to maintain a customer specific inventory of Sourced Goods, that customer will be need to sign a proprietary products agreement with Staples.

The prices for Sourced Goods shall be those prices that are established between Staples and the applicable member at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering member.

48) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.

For an overall statement of method of pricing, please see questions #46 and #47. Manufacturer SKU numbers for each item are not applicable in the proposed pricing method.

49) Provide a "CORE LIST" of products/services (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these items.

Staples will not be proposing a core list in this proposal.

50) Provide, if any, your volume rebate programs

Staples will pay each participating NJPA member a volume rebate of such member's Net Sales annually, to be paid within thirty (30) calendar days of each annual anniversary of the member's first order date, calculated as follows or as otherwise agreed to in writing by Staples and the member ("Volume Rebate"):

<u>Net Sales</u>	<u>Volume Rebate</u>
\$ 0.00 - \$ 75,000.00	0%
\$ 75,000.01 - \$150,000.00	1%
\$150,000.01 - \$300,000.00	2%
\$300,000.01 - \$500,000.00	3%
\$500,000.01 - \$750,000.00	4%
\$750,000.01 or more	5%

Payment of all Volume Rebates paid hereunder is (i) contingent upon the member paying all invoices within the payment terms specified in the contract; and (ii) based on the individual member's aggregate annual Net Sales and is payable back to dollar one.

"Net Sales" - The gross sales price of the Core Items, Hot List Items, and Sourced Goods (collectively, the "Products") less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, excluding Product purchases made at Staples' retail store locations.

51) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.

There may be additional services available which are associated with certain products, which at the option of the member may be purchased at the time of order. The costs for such services shall be paid to Staples by the member.

- Please also see response to Sourced Goods in Question # 47.
- Please also see response to IRN in Question # 26.

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

Prices offered in this proposal are:

- ☐ a. The same as typically offered to an individual municipality or school district.
- ☐ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
- ☒ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.

(Your proposal will be considered "Non-Responsive" if this question is not answered.)

53) Do you offer quantity or volume discounts? X YES NO Outline guidelines and program.

Staples will offer quantity or volume discounts to members as permissible in sections 4.22 & 4.23 "Ceiling Prices".

54) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.

I. Delivery and Installation. Staples can provide a delivery quote on any furniture item or project before NJPA and participating NJPA members (each a "Buyer") place an order. All such charges will be included on the quotation for Buyer approval prior to order entry. Local, regional or national delivery and set-up services are available. Staples' team of qualified professionals has been handpicked to ensure the highest quality standards for office furniture delivery and installation.

A. Conditions of Installation Site. Buyer shall ensure that Staples has unimpeded access to the site where the products are to be installed ("Site"), and that the Site be clean and free of debris at the time of installation. In the event Staples' personnel remove or assist in removing existing furniture or equipment at the Site, Buyer shall be responsible for additional charges which shall be separately invoiced.

B. Installation Site Services. Electric current, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of products.

C. Special Packaging or Handling. If special packaging or handling is required, Buyer shall pay an extra charge as invoiced separately.

D. Delivery/Installation. Staples will use commercially reasonable efforts to work with the manufacturers to meet Buyer's desire that delivery be made within ninety (90) days of receipt of the Purchase Order. Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples' designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the products and perform the services. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the Site other than Staples' designated personnel, Buyer shall pay for any additional costs incurred. If the products must be moved due to progress of other trades or other reason, Buyer will pay the extra cost of moving.

E. Storage Space. Unless the products arrive at the Site earlier than the date requested, Buyer shall provide safe and adequate storage space at Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, Buyer shall pay the associated cost or expense.

F. Installation Delays. In the event that construction delays or other causes not within Buyer's or Staples' control force postponement of the installation as scheduled, Staples or Buyer shall store the products until installation can be resumed, and the products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

G. Completion of Installation. Within a reasonable time after installation of the product(s), authorized representatives of Staples and Buyer shall inspect the product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Reports, which shall constitute the Buyer's acceptance of the products installed, subject only to the contents of the Service Report.

Alaska and Hawaii

Shipments to Alaska and Hawaii are handled as follows:

- Shipments up to 159 lbs are shipped UPS 2nd Day Air.
- Shipment over 159 lbs or of non UPS-able items may be shipped ocean freight (this also includes any items which are classified as hazmat including ORM-D) or may be air freighted upon request.
- Staples policy prohibits us from shipping any fully regulated hazmat items; they must be shipped directly from the manufacturer.
- Ocean shipments will take on average fourteen business days from the date of shipment for delivery.
- All orders will be surcharged 25% to help offset the cost of freight, but Staples reserves the right to negotiate shipping on a case-by-case basis as needed.

55) Identify the Proposer's proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Unless otherwise mutually agreed to in writing by the parties, Staples will pay NJPA an administrative fee of two percent (2%) of the members' aggregate Net Sales (see response to question #50) during each Staples Fiscal Quarter (based on a February 1st Fiscal Year), which have been timely paid, to be paid within forty five (45) days after the end of each Staples Fiscal Quarter.

SIGNATURE PAGE FOLLOWS

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

Form C

Company Name: Staples Contract & Commercial, Inc.

Responding Name: Jeremy Landis

Phone: 703-734-8710 x241

Signature: 

Printed name: Neil Ringel

Date: 5-24-10



"Buyer" shall mean the applicable purchaser.

RFP Page Number	Section	Term, Condition, or Specification	Exception
7	1.36 and 1.37	Warranty and Proposer's Warranty	Replace sections 1.36 and 1.37 with the following language: "Vendor warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all products sold to Buyer in lieu of any other express or implied warranties from Vendor. Warranties apply only if products are used in the manner in which they are intended and within manufacturer specifications. All products and services offered for sale are subject to the terms and conditions as established in any current or future manufacturer's price and product manuals. Warranties are subject to change or replacement by the manufacturer or distributor, in accordance with their regular business processes. EXCEPT AS OTHERWISE STATED HEREIN, VENDOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY."
8	1.40	Inclusion of terms and conditions in final agreement	Vendor's RFP response shall also be incorporated into the resulting contract.
8	2.7	Time	Revise to read: "Except as otherwise provided herein, periods of time, stated as number of days, shall be in calendar days."
12	3.31	Certificate of Insurance	Vendor agrees to furnish NJPA with an insurance certificate listing NJPA as certificate holder and as an

			additional insured "as their interests may appear."
12	3.33	Certificate of Insurance	Revise the first sentence to read: "The foregoing policies shall contain a provision that the Vendor's insurer(s) shall endeavor to provide NJPA with thirty (30) days written notice of any cancellation of coverage."
13	3.36.1	Administrative Fees	See response to Proposer Questionnaire item 55 (administrative fee proposal).
14	4.12	Percentage Discount From Catalog or Category	"List Price" shall be defined as the published price provided to Vendor by its suppliers, which is subject to change. This price may be manufacturer's suggested retail price, where such information is provided by the manufacturer.
18	4.45	Volume Price Discounts	Replace the second sentence with the following language: "If, during the term of the Contract, Vendor provides products to an NJPA Member similar to Buyer, with similar volume requirements, order size, quantities and mix of products and services, delivery schedule, and geographic areas as Buyer, and offers similar discounts, rebates, and guarantees as those offered to Buyer under this Contract, at prices that are lower than the prices set forth in this Contract, then such lower prices shall be extended to Buyer, effective as of the time they were applicable to such other similar NJPA Member as described above. Notwithstanding the foregoing, Vendor reserves the right not to sell any products below its purchase order cost."
16	4.26	Volume Price Discounts	Revise to read: "All price adjustments are to be offered equally to all NJPA Members with similar volume requirements, order size, quantities and mix of products and services, delivery schedule, geographic areas, and similar discounts, rebates, and guarantees under this Contract."
19	4.46	Payment Terms	Each Buyer will remit all invoice payments, including all taxes on its product purchases to Vendor in thirty (30) calendar days from receipt of invoice, or in ten (10) days on the consolidated billing method, unless otherwise agreed to in writing by the Parties. In the event a Buyer fails to comply in any material respect with the foregoing payment terms, Vendor may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such Buyer's location(s) by written notice to such Buyer and to NJPA.
19	4.50	Shipping and Shipping Program	Add the following language: "Notwithstanding the foregoing, if additional delivery or handling charges apply, Vendor will inform NJPA or the applicable NJPA Member of any additional shipping

			costs at the time the order is placed.”
19	4.52	Shipping and Shipping Program	Vendor agrees to use commercially reasonable efforts to use the carrier selected by Buyer where Buyer is absorbing the charges for transporting the products. In the foregoing circumstances, Staples agrees to ship FOB destination/bill third party via the carrier selected by Buyer and in that event, Staples agrees to enter Buyer’s purchase order number in the customer reference field of the carrier bill of lading.
20	4.55 and 4.61	Shipping and Shipping Program	Sections 4.55 and 4.61 shall be deleted in their entirety. Vendor will reasonably assist Buyer to remediate shipping issues with the manufacturer.
20	4.56	Shipping and Shipping Program	Add the following language: “Title and risk of loss in connection with the products shall pass to Buyer at the time the products are delivered to Buyer. Vendor shall not be liable for any shipping damage, delay, default loss or expense, occurring during or attributable to transportation by a third party carrier.” In addition, if completed deliveries are not made at the time agreed, Vendor shall only be liable for the Buyer’s reasonable cost of cover.
20	4.57 and 4.60	Shipping and Shipping Program	Replace the language of Section 4.57 and 4.60 as follows: “Furniture sourced specifically for Buyer is not eligible for return. Vendor will reasonably assist Buyer in coordinating the repair and/or replacement of products by the manufacturer.”
20	4.58	Shipping and Shipping Program	See response to Section 8.16 below.
26	7.30	Product Testing	Change “three (3) days” to “three (3) business days”.
28	8.12	Audits	Delete the last two sentences in their entirety.
29	8.16	Out of Stock Notification	Replace the language of Section 8.16 with the following: “Vendor shall promptly notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest functionally equivalent substitute(s). • The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. • Proposer will make commercially reasonable efforts to avoid unauthorized substitutions. In the event of such a substitution, Proposer will use its best efforts to notify the effected Buyer(s), and in addition, will work with

			<p>Buyer to resolve the situation to Buyer's satisfaction.</p> <ul style="list-style-type: none"> • Unfilled or substituted item(s) shall be indicated on the packing list."
29	8.17	Termination of Contract	<p>Replace the first paragraph of Section 8.17 with the following:</p> <p>"Each party reserves the right to cancel the whole or any part of a resulting Contract due to failure by the other party to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the non-breaching party will provide written notice to the breaching party, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of Vendor's material breach are the following:"</p>
29	8.18	Termination of Contract	<p>Change the time period in "Step 1" from 10 days to 30 days.</p>
29	8.19	Termination of Contract	<p>Change the time period from 10 business days to 30 days.</p>
30	8.22	Termination of Contract	<p>Add the following language at the end of this section:</p> <p>"In addition, the Vendor and any applicable NJPA member shall each have the right to terminate said member's participation in this Contract without cause with a required 60-day written notice of termination. Termination of an NJPA member's participation in this Contract shall not otherwise affect this Contract, and such a termination shall not relieve the Vendor or the applicable NJPA member of financial, product or service obligations incurred or accrued prior to termination."</p>
31	9.6	Indemnity	<p>Add the following language as an additional paragraph:</p> <p>"A party's aggregate liability under this Contract shall not exceed the total amount of consideration paid to the other party under this Contract. Except as otherwise provided herein, no party or its officers, directors, employees or affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data or cost of cover, even if such party alleged to be liable has knowledge of the possibility of such damages. Notwithstanding any provisions of this paragraph to the contrary, the limitations set forth in this paragraph shall not apply to or in any way limit liabilities arising from a party's gross negligence or willful misconduct or from the confidentiality, publicity, or indemnification obligations of either party hereunder. The provisions of this paragraph shall not apply to the extent prohibited by applicable law."</p>

31	9.8	Patent and Copyright Infringement	<p>Add the following language at the end of this section:</p> <p>"The provisions of this section shall not apply to the extent that the alleged or actual infringement arises as a result of any materials or information provided to the Vendor by NJPA or an NJPA member, as applicable."</p>
31	9.9	Assignment of Contract	<p>Add the following language at the end of this section:</p> <p>"Notwithstanding the foregoing, the Vendor may, without the consent of NJPA, assign this Agreement to an affiliate of the Vendor. The provisions of this Section shall not apply to Vendor's use of couriers and other third party delivery service providers."</p>
31	9.13	Confidential Information	<p>Add the following language as a new paragraph:</p> <p>"During the Contract term, the parties may disclose to each other written or electronically communicated or stored information under this Contract which they deem confidential, including, without limitation, pricing and sales information and customer names ("Confidential Information"). Accordingly, the parties hereby agree as follows: (A) each party shall not disclose Confidential Information to any other person, firm or corporation (including, without limitation, affiliated corporations and separate business units) except as provided herein, and shall use the same degree of care to avoid publication or dissemination of such Confidential Information as they employ with respect to their own information which they do not desire to have published or disseminated. All Confidential Information shall be retained by each party in a secure place with access limited to only such of its employees or agents (including consultants, accountants and attorneys), who need to know such information for purposes of this Contract and each of the foregoing persons shall be informed of the existence and terms of this Section and each party hereby acknowledges and agrees that it shall be liable to the other for any breach by its employees or agents; and (B) each party shall not use any Confidential Information in connection with its own marketing or product pricing or other internal purposes except to the extent necessary to fulfill its obligations under this Contract; and (C) each party shall not solicit or market any product to any of the other party's customers based upon information provided to it by the other party (whether by customer list, customer registration or otherwise); and (D) at the conclusion of this relationship or upon demand by the other party, all Confidential Information, including marketing documents, other written notes, diagrams, memoranda, or notes taken by each party regarding Confidential Information, shall be returned to the other party or, at the request of the other</p>

			<p>party, destroyed. Confidential Information shall not include, and each party shall have no obligation with respect to, any information which: (i) is already known to it; or (ii) is or becomes publicly known through no wrongful act of it; or (iii) is rightfully received from a third party without restriction and without breach of this Contract; or (iv) is independently developed by it; or (v) is approved for release by written authorization of the other party. The parties may disclose any Confidential Information received hereunder pursuant to any applicable law, regulation or court order, provided that such disclosure will be limited to the minimum acceptable level of disclosure and that the party required to disclose such information will immediately notify the other party of the imminent disclosure and reasonably cooperate to minimize or prevent such disclosure to the maximum extent allowed under applicable law, regulation or court order. Each party acknowledges that disclosure or improper use of the Confidential Information would cause the other party immediate and irreparable harm. Without limiting the following, each party agrees that the other party will be entitled to equitable relief in addition to any other remedies available to it. In the event that another division of Staples Contract & Commercial, Inc. has an existing agreement with Buyer, Buyer authorizes the exchange of Confidential Information for the purpose of servicing Buyer's accounts. The provisions of this paragraph shall not apply to the extent prohibited by applicable law."</p>
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PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

hereby certifies their compliance with federal affirmative action requirements.

Company Name: Staples Contract & Commercial, Inc.

Contact Person for Questions: Jeremy Landis Phone: 703-734-8710 x 241
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 500 Staples Drive

City/State/Zip: Framingham, MA 01702

Telephone Number: 703-734-8710 x 241 Fax Number: 508-305-8113

E-mail Address: Jeremy.Landis@Staples.com

Authorized Signature: _____

Authorized Name (typed): Neil Ringel

Title: SVP

Date: 5-24-10

Notarized



Subscribed and sworn to before me this 24th the day of MAY, 2010

Notary Public in and for the County of Middlesex State of MA

My commission expires: 08-08-13

Signature: [Signature]



FORM H**State Of Minnesota -- Affirmative Action Certification**

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

Your response will be rejected unless your business:

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

—or—

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

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: Stables Contract & Commercial, Inc Date: 5/21/10

Authorized Signature: _____ Telephone number: _____

Printed Name: Neil Ringel Title: SVP



For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

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

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

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

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

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

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

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

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

Name of Company: Staples Contract Commercial, Inc.

Date: 5-24-10

Authorized Signature: _____

Telephone Number: _____

Printed Name: Neil Ringel

Title: SUP



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

For assistance with the *E-Verify* Program

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

For assistance with this form, contact:

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

E-mail: MMDHelpLine@state.mn.us

Telephone: 651.296.2600

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

**Proposal Offering
And Acceptance and Award
RFP #011510**

FORM D

FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES.

Proposal Offering (To be completed Only by Proposer)

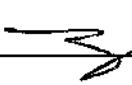
In compliance with the Request for proposal (RFP) for FURNITURE AND/OR RELATED SERVICES, SUPPLIES, AND ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: Staples Contract & Commercial, Inc. Date: 5/21/10

Company Address: 500 Staples Drive

City: Framingham State: MA Zip: 01702

Contact Person: Jeremy Landis Title: Director Vertical Markets

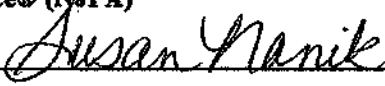
Signature (ink only):  Neil Ringel
(Name printed or typed)



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

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

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: 
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 22nd day of July

Contract Number # 052910-SCC

NJPA Authorized signature: 
(Name printed or typed)

Title: Board Clerk

Executed this 22nd day of July

Contract Number # 052910-SCC

ANNUAL RENEWAL OF AGREEMENT

made by and between
Staples Contract & Commercial, Inc. (Vendor)
500 Staples Drive
Framingham, MA 01702
and
National Joint Powers Alliance® (NJPA)
f/k/a North Central Service Cooperative (NCSC)
200 First Street NE
Staples, Minnesota 56479
Phone: (218) 894-5482 Fax: (218) 894-3045

Whereas:

"Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #052910-SCC", and 2) and a maturity date of July 22, 2014, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts for the period of July 22, 2011 through July 22, 2012.

National Joint Powers Alliance®(NJPA) f/k/a North Central Service Cooperative (NCSC)

By: Todd Lyser, Its: EXECUTIVE DIRECTOR

Name printed or typed: TOOD LYSER

Date 7/11/11

Staples Contract & Commercial, Inc.

By: Joseph G. Doody, Its: PRESIDENT N/A

Name printed or typed: JOSEPH G. DOODY

Date 6/30/11



If you do not want to extend contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

ANNUAL RENEWAL OF AGREEMENT

made by and between

Staples Contract & Commercial, Inc. (Vendor)

500 Staples Drive

Framingham, MA 01702

and

National Joint Powers Alliance® (NJPA)

202 12th Street NE

Staples, Minnesota 56479

Phone: (218) 894-5482

Whereas:

"Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #052910-SCC" for Furniture and/or Related Services, Supplies and Accessories, and 2) and a maturity date of July 22, 2014, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts for the period of July 22, 2012 through July 21, 2013.

National Joint Powers Alliance®(NJPA)

By: Todd Lyzio, Its: EXECUTIVE DIRECTOR

Name printed or typed: TODD LYSCIO

Date 7/11/12

Staples Contract & Commercial, Inc.

By: Joseph G. Duddy, Its: PRESIDENT NAD

Name printed or typed: JOSEPH G. DUDDY

Date 7/9/12

If you do not want to extend contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____



EXHIBIT B
CONTRACTOR PRICING

Office Furniture							Unit Price			Total Price		
Item Code	Description	Material	Color	Model	Part Number	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
OF-BC-1	Bookcase; Steel; One Adjustable Shelf; 36"x12"x30"	HON		HS30ABC		\$ 67.20	\$ -	500	\$33,600.00			
OF-BC-2	Bookcase; Steel; Two Adjustable Shelves; 36"x12"x42"	HON		HS42ABC		\$ 80.50	\$ -	2,600	\$209,300.00			
OF-BC-3	Bookcase; Steel; Four Adjustable Shelves; 36"x12"x72"	HON		HS72ABC		\$ 138.25	\$ -	800	\$110,600.00			
OF-CHR-1	Task Chair with Arms; Upholstered - Fabric; Base with Casters; 17"-21" Seat Height	HON		H5721/H5795		\$ 127.10	\$ -	5,000	\$635,500.00			
OF-CHR-2	Task Chair without Arms; Upholstered - Fabric; Base with Casters; 17"-21" Seat Height	HON		H5721		\$ 98.40	\$ -	700	\$68,880.00			
OF-CHR-3	Executive High Back Chair; Upholstered - Fabric; Base with Casters; 17"-21" Seat Height	HON		H7803		\$ 223.45	\$ -	150	\$33,517.50			
OF-CHR-4	Side Chair with Arms; Upholstered - Fabric; 17"-17 1/2" Seat Height/2 per carton	HON		H4071 / 2 per carton price per carton		\$ 109.47	\$ -	4,000	\$437,880.00			
OF-CHR-5	High Density Stacker; Plastic Seat; Sled Base; 17" Seat Height/4 Per carton	HON		H4041 / 4 per carton price per carton		\$ 58.84		4,000	\$235,360.00			
OF-CHR-6	Lounge Seating; Upholstered - Fabric; Single Seat Wide (33"W); 17" Seat Height	HON		HFAA01		\$ 544.07		200	\$108,814.00			
OF-CHR-7	Lounge Seating; Upholstered - Fabric; Two Seats Wide (54"W); 17" Seat Height	HON		HFALO2		\$ 748.66		20	\$14,973.20			
OF-CHR-8	Lounge Seating; Upholstered - Fabric; Three Seats Wide (75"W); 17" Seat Height	HON		HFA03		\$ 952.43		100	\$95,243.00			
OF-DSK-1	Desk - Single Pedestal : Box/Box/File; Full Modesty Panel; 48"x30"x29"	HON		HWR3048T/(2)HINDEP3029/HINDMPP48F/HVFB20R		\$ 387.20	\$ 25.00	500	\$206,100.00			
OF-DSK-2	Desk - Single Pedestal : Box/Box/File; Full Modesty Panel; 60"x30"x29"	HON		HWR3060T/(2)HINDEP3029/HVFB20R/HINDMPP60F		\$ 408.00	\$ 25.00	30	\$12,990.00			
OF-DSK-3	Desk - Single Pedestal : Box/Box/File; Full Modesty Panel; 66"x30"x29"	HON		(2)HINDEP3029/HVFB20R/HWR3066T/HINDMPP66F		\$ 416.64	\$ 25.00	400	\$176,656.00			
OF-DSK-4	Desk - Double Pedestal; Box/Box/File & File/File; Full Modesty Panel; 60"x30"x29"	HON		HINDMPP60F/HWR3060T/(2)HINDEP3029/HVFB20R/HVFF20R		\$ 535.04	\$ 25.00	2,500	\$1,400,100.00			
OF-DSK-5	Desk - Double Pedestal; Box/Box/File & File/File; Full Modesty Panel; 72"x30"x29"	HON		(2)HINDEP3029/HVFB20R/HVFF20R/HWR3072T/HINDMPP72F		\$ 553.28	\$ 25.00	20	\$12,225.00			
OF-DSK-6	Desk - Single Pedestal; Box/Box/File; Full Modesty Panel; 72"x30"x29"	HON		HWR3072T/(2)HINDEP3029/HVFB20R/HINDMPP72F		\$ 426.24	\$ 25.00	40	\$18,049.60			
OF-DSK-7	Desk - Return : Pedestal - Box/Box/File; Full Modesty Panel; 42"x24"x29"	HON		HVFF20R/HWR2442T/HINDEP2429/HINDMODKIT/HINDMPP42F		\$ 336.96	\$ 25.00	40	\$14,478.40			

Part Number	Description	Unit of Measure	Unit Price	Quantity	Total Price	Material Cost	Labor Cost	Overhead & Profit	Total Cost
OF-DSK-8	Desk - Return; Pedestal - Box/Box/File; Full Modesty Panel; 48"x24"x29"	HON	\$ 344.32	150	\$ 55,398.00				
OF-DSK-1-SM	Desk - Single Pedestal; Box/Box/File; Short Modesty Panel; 48"x30"x29"	HON	\$ 384.32	100	\$ 40,932.00				
OF-DSK-2-SM	Desk - Single Pedestal; Box/Box/File; Short Modesty Panel; 60"x30"x29"	HON	\$ 405.76	20	\$ 8,615.20				
OF-DSK-3-SM	Desk - Single Pedestal; Box/Box/File; Short Modesty Panel; 66"x30"x29"	HON	\$ 414.40	50	\$ 21,970.00				
OF-DSK-4-SM	Desk - Double Pedestal; Box/Box/File & File/File; Short Modesty Panel; 60"x30"x29"	HON	\$ 532.80	20	\$ 11,156.00				
OF-DSK-5-SM	Desk - Double Pedestal; Box/Box/File & File/File; Short Modesty Panel; 72"x30"x29"	HON	\$ 550.72	20	\$ 11,514.40				
OF-DSK-6-SM	Desk - Single Pedestal; Box/Box/File; Short Modesty Panel; 72"x30"x29"	HON	\$ 423.68	40	\$ 17,947.20				
OF-DSK-7-SM	Desk - Return; Pedestal - Box/Box/File; Short Modesty Panel; 42"x24"x29"	HON	\$ 334.72	300	\$ 107,916.00				
OF-DSK-8-SM	Desk - Return; Pedestal - Box/Box/File; Short Modesty Panel; 48"x24"x29"	HON	\$ 341.44	20	\$ 7,328.80				
OF-DSK-9	Credenza; Single Pedestal - Box/Box/File; Full Modesty Panel; 66"x24"x29"	HON	\$ 393.92	150	\$ 62,838.00				
OF-DSK-10	Credenza; Double Pedestal - (2) Box/Box/File; Center Storage with Doors; 66"x24"x29"	HON	\$ 779.96	50	\$ 40,248.00				
OF-DSK-11	Credenza; Single Pedestal - Box/Box/File; 72"x24"x29"	HON	\$ 400.96	20	\$ 8,519.20				
OF-DSK-12	Credenza; Double Pedestal - (2) Box/Box/File; Center Storage with Doors; 72"x24"x29"	HON	\$ 478.08	20	\$ 10,061.60				
OF-DSK-13	Hutch; Overhead Storage w/ Doors; Tack board; 66"W	HON	\$ 532.48	20	\$ 10,949.60				
OF-DSK-14	Hutch; Overhead Storage w/ Doors; Tack board; 72"W	HON	\$ 556.48	100	\$ 57,148.00				
OF-FL-1	Vertical Legal Files; Two Drawer; 18"x30"x29" No Anti Rebound Mech *	HON	\$ 233.45	3,000	\$ 700,350.00				
OF-FL-2	Vertical Legal Files; Four Drawer; 18"x30"x49" No Anti Rebound Mech *	HON	\$ 297.15	150	\$ 44,572.50				
OF-FL-3	Lateral Files; Two Drawer; 36"x18"x29"	HON	\$ 291.90	150	\$ 43,785.00				
OF-FL-4	Lateral Files; Three Drawer; 36"x18"x40"	HON	\$ 389.20	500	\$ 194,600.00				
OF-FL-5	Lateral Files; Four Drawer; 36"x18"x52"	HON	\$ 495.95	80	\$ 39,676.00				

Item Description	Quantity	Unit Price	Total Price	Material Cost	Assembly Cost	Shipping Cost	Final Price
OF-FL-6	Lateral Files; Five Drawer; 36"x18"x64"	HON	\$ 628.95				\$94,342.50
OF-FL-7	Fire Proof File; Four Drawer - Legal; 21"x32"x57"; UL 350-2 Hour with Impact Rating	Fire King	\$ 2,664.75				\$106,590.00
OF-MISC-1	Lunch Room Safe; Fire-Proof; UL 350-1 Hour with UL RSC Burglary Rating	Fire King	\$ 1,394.25				\$139,425.00
OF-MISC-2	Recovery Cot; 72"x26"x23"	USA Cot	\$ 719.84				\$35,992.00
OF-MISC-3	Treatment table-flat; padded; vinyl cover; 72x26x30	USA Cot	\$ 719.84				\$35,992.00
OF-MISC-4	Steel Storage Shelving; 12-inch Deep Shelves; 36x12x84	Safco	\$ 162.00				\$40,500.00
OF-MISC-5	Steel Storage Shelving; 18-inch Deep Shelves; 36"x18"x84"	Safco	\$ 177.00				\$531,000.00
OF-TAB-1	Conference Table; Racetrack; 96"x48"x29"	HON	\$ 522.21	\$ 18.00			\$54,000.00
OF-TAB-2	Conference Table; Racetrack; 96"x48"x29"	HON	\$ 522.21	\$ 18.00			\$54,000.00
OF-TAB-3	Conference Table; Rectangular; 72"x36"x29"	HON	\$ 374.40	\$ 15.00			\$38,940.00
OF-TAB-4	Conference Table; Square; 42"x42"x29"	HON	\$ 285.09	\$ 15.00			\$60,018.00
OF-TAB-5	Conference Table; Square; 48"x48"x29"	HON	\$ 301.86	\$ 15.00			\$3,168.60
OF-TAB-6	Conference Table; Round; 42" Diameter x 29"H	HON	\$ 285.09	\$ 15.00			\$30,009.00
OF-TAB-7	Conference Table; Round; 48" Diameter x 29"H	HON	\$ 301.86	\$ 15.00			\$31,686.00
OF-TAB-8	Folding Table; 72"x30"x29"	AmTab	\$ 207.20	\$ -			\$82,880.00
OF-TAB-9	Folding Table; 96"x30"x29"	AmTab	\$ 245.28				\$24,528.00
OF-TAB-10	Folding Table Storage Cart; 72-Inch Tables	AmTab	\$ 154.00				\$4,620.00
OF-TAB-11	Folding Table Storage Cart; 96-Inch Tables	AmTab	\$ 168.56				\$5,056.80
OF-TAB-12	End Table 22"x22"x22". Deviation Table Quoted Measures 24X24X20	HON	\$ 131.43	\$ -			\$2,628.60
OF-TAB-13	Coffee Table 48"x22"x18" Deviation Table Quoted Measures 48 X 20 X 16	HON	\$ 152.88				\$1,528.80



NJPA Contract 052910 will term on July 25, 2014 and will be rebid. Pricing will be held firm through the term of the contract.

OF-FL1 An alternate has been provided for the vertical file. Based on filing capacity the 28.5" Cabinet as specified prorates cost of filing inch to \$4.32 per filing inch. The option to convert to a 26.5" deep cabinet reduces the cost of filing inch to \$3.15.

All Desk Units Desk units as quoted are modular in design and are comprised of a full or 3/4 modesty panel with floor standing full pedestal storage units to allow flexibility for configuration. A double pedestal desk can have a floor pedestal removed to convert to a single pedestal unit and visa versa. In addition a shell single pedestal unit can be converted right hand or left hand in the field.

All Items Items include freight and inside delivery. The charge indicated for delivery on the modular desk units reflect INSTALLATION/ASSEMBLY fees.

All items Are subject to the rebate program as part of the NJPA program. The rebate percentage tier is determined by the total 12 month aggregate spend dollars and is paid in the form of a check from Staples to Chicago Public Schools at the end of the 12-month period. Pricing shown does NOT reflect these rebate savings and based on quantities reflected it would be appropriate to reduce unit prices shown by 5%.

EXHIBIT C

DELIVERY AND INSTALLATION SERVICES

A. Project Planning:

1. The Contractor shall meet with the Board Representative to establish the criteria and schedule for the assignment.
2. Obtain from the Board Representative drawings for the area(s) designated to receive furniture. When drawings of the existing school is not available or when drawings of the existing school are not in AutoCAD (2010 or more recent version), the Contractor shall prepare drawings of the area(s) designated to receive furniture. The Contractor shall field measure the site to verify dimensions, including doorways and corridors that may be used during delivery of the furniture. Site visits by the Contractor shall be approved by the Board Representative. This information is to be accurately detailed on the drawing along with scaled furniture drawn with accurate architectural CAD blocks for items listed in the Bid Tabulation Pages. All accessible clearances or routes are to be noted and dimensioned.
3. The Board Representative may elect to have the Architect of Record prepare space plans for use by the Contractor. To facilitate this, at the start of the Agreement with the Board, the Contractor shall provide the Board with a set of accurate architectural CAD blocks for items listed in the Bid Tabulation Pages.
4. The Board Representative shall provide a list of furniture that may be purchased for the project.
5. The Board Representative shall coordinate, and attend a meeting with the Contractor and the representative of a CPS school ("School Representative") to review and select the furniture and finishes, if required. No substitutions of the furniture may be made unless the Board Representative approves the substitution in writing.
6. Following the meeting, the Contractor shall prepare the order. Both the School and the Board Representative must approve the order in writing prior to submitting for a Purchase Order.
7. The Contractor shall place the order with the various manufacturer(s) within two (2) business days of receiving a Purchase Order number from the Board. Within two (2) business days of placing the order, the Contractor shall provide dated manufacturer confirmation order(s) to the Board Representative.
8. Maximum allowed time between receipt of a Purchase Order number (approval) and delivery of furniture to the site shall be six (6) weeks.

B. Delivery and Assembly:

1. The Board Representative shall coordinate delivery dates and times with the Contractor. If the Contractor varies from the agreed upon schedule that results in a delay that negatively impacts the school opening, the Contractor shall provide a temporary alternate solution that is satisfactory to the School Representative and the Board Representative.
2. Two (2) weeks prior to delivery, the Contractor shall confirm the delivery dates with the Board Representative. Not less than twenty-four (24) hours prior to delivery the Contractor shall confirm the time of the delivery with the Board Representative and/or School Representative.

3. If the school cannot accept delivery at the allotted time due to unforeseen conditions or events, the Contractor shall store the furniture items for a period of time at their own warehouse location and at no additional cost to CPS, as directed by the Board Representative.
4. If the Contractor cannot meet the agreed upon delivery date, the Contractor is to notify the Board Representative immediately to arrange for a new delivery time. If the Contractor does not notify the Board Representative with two (2) weeks prior to delivery of the delay, the Contractor may be responsible for any additional cost due caused by the delay.
5. Not less than seven (7) days prior to delivery, the Contractor shall provide to the Board Representative a document showing the agreed upon furniture layout per room; a list with the type and quantity of the furniture in each room; and pictures of the furniture that is to be delivered to each room.
6. The Contractor shall deliver the furniture based on the agreed upon schedule. The Contractor shall be responsible for providing all equipment and personnel required to bring the furniture into the building, deliver it to its designated destination, and assemble as required.
7. The school's elevator shall not to be used as part of the delivery process.
8. Prior to delivery, the Contractor shall assess building conditions and appropriately document any existing damage to floors, walls, doors, etc. and provide such document to the Board Representative and/or the School Representative for their approval.
9. The Contractor shall be responsible for the protection of all areas of the school, and finishes within those areas, throughout delivery and assembly process. Proper protection, such as floor protection and wall padding, shall be used throughout the delivery and assembly process. The Contractor shall document any damage due to their installation and immediately notify the Board Representative. The Contractor shall be solely responsible for repairing or correcting damage to school property during furniture delivery and assembly process.
10. The furniture shall be brought to the point of use, unboxed, set up and assembled in the location(s) shown on the drawings, ready for use. All boxing materials and debris shall be removed on a daily basis from the site and legally disposed of by the Contractor at the Contractor's cost.
11. The Contractor shall remove any defective or damaged furniture. The Contractor shall replace the defective or damaged furniture in kind promptly. At the School Representative's or Board Representative's discretion and direction, the defective or damaged furniture can temporarily remain until the replacement furniture is delivered.
12. The Contractor shall be responsible for removing defective or damaged furniture as directed by the Board Representative or School Representative either at the time of delivery, at the time of notification by the Board Representative or School Representative of the issue, or when the replacement pieces are delivered, assembled, and ready for use.
13. Due to project changes resulting in change of room use and/or pending a public official scheduled visit on the first day of school in any given year, Contractor flexibility is required in order to provide core furniture or approved substitution of core furniture within forty-eight (48) hours of notification from Board Representative. Written approval is required for any substituted furniture piece.
14. When required by Project changes or unforeseen events at the school, and upon written notification from the Board Representative, the Contractor shall provide furniture, as requested by the Board Representative, within forty-eight (48) hours of receipt of the written notification. When furniture items requested by the Board Representative are not available within the timeframe noted, alternate furniture items shall be provided by the Contractor, if agreed to in writing by the Board Representative prior to delivery.

C. Delivery Schedule and Cost for Late Delivery:

Contractor shall meet the following delivery requirements:

1. Delivery of the Products must be made within the time specified below. If both parties agree in writing, that the Contractor cannot confirm the delivery date two (2) weeks prior to delivery as set forth in Section B.2 above, a written alternate delivery, assembly and placement schedule will be generated by Contractor, including items to be delivered, date and time of delivery, assembly and placement. Also, upon delivery, all written manufacturers' acknowledgements of the order must be provided to the Board. This delivery schedule shall be updated and sent to the Board via facsimile four (4) weeks as well as twenty-four (24) hours prior to delivery.
 - a. Office furniture must be delivered no later than six (6) weeks from the date the order has been placed by an authorized Board Representative from the Department of Operations – Asset Management, or School Principal or his or her designee.
 - b. Specialty areas including Office, Library, Computer Labs, and Cafeteria require electronic layouts. Contractor will be required to provide drawings indicating layouts to the Board Representative per Board requirements within one (1) week of Board's request for such; this must be completed before that order can be placed.
2. Contractor agrees that delivery of all Products and rendering of all Services shall be performed regularly, diligently, and without interruption at such rate of progress as will ensure full completion thereof within the time specified herein or agreed to by the Board Representative in writing (including, but not limited, to the School Principals). If Contractor shall neglect, fail or refuse to complete delivery within the time herein specified or otherwise agreed to in writing, then the Contractor agrees, as partial consideration for the awarding of this Agreement, to pay the Board the cost incurred for temporarily substituted rental furniture, storage of rental furniture, delivery and shipping of the rental furniture, the cleanup of the rental furniture, and to hold harmless the Board for any cost for such.
3. The Board may recover any of the costs incurred for late delivery referred to in Section C.1 above by deducting the amount thereof out of any monies due or that may become due to the Contractor or in any other manner determined by the Board.
 - a. All deliveries shall be coordinated two (2) weeks as well as twenty-four (24) hours prior to delivery with a Board Representative and/or a School Representative and Contractor delivering Products at the location, in order to ensure that the location is accessible and that the authorized Board representative is on site during delivery and assembly. Any costs associated with deliveries that are not properly coordinated with Board personnel will be the responsibility of the Contractor.
 - b. Upon completion of the delivery of the Products during the established Board delivery dates, a walk through must be performed by the Contractor and Board or School Representatives, and all items that have not been delivered and/or installed will be documented in writing and faxed to the authorized Board Representative within 24 (twenty-four) hours, with approximate dates of completion.
 - c. If any Contractor and/or manufacturer miss the confirmed delivery dates for final installation, Contractor will be responsible for any overtime for afterhours cost to meet original date of installation.

D. Review and Correction:

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

1. Within seven (7) business days following completion of the delivery and assembly process, the School Representative and/or Board Representative shall create a punch list for the furniture. The Contractor shall accompany the School Representative and/or Board Representative during the punch list walk-thru. The punch list will note pieces of furniture that are not the correct items ordered, pieces that are defective and/or damaged, and damage to the building or site. The School Representative and/or Board Representative shall provide this information in a document to the Contractor.
2. The Contractor shall correct all items on the punch list within thirty (30) days of the date of issuance of the punch list by the Board Representative and/or School Representative.
3. Upon receiving written notification from the Contractor that the punch list items have been corrected, the Board Representative and/or School Representative will coordinate a walk-thru to review the punch list work. If the Board Representative or School Representative determines that the punch list is complete, they will issue a document to the Contractor certifying the furniture order assignment is complete. If the Board Representative or School Representative determines that the punch list work is not complete, they will notify the Contractor, who will have forty-eight (48) hours to complete the outstanding work items.

EXHIBIT D

PROJECT LABOR AGREEMENT

CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain projects completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the projects.

The parties have determined that it is desirable to eliminate the potential for friction and disruption of these projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers, schoolchildren and public.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, the Board shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in

excess of \$10,000.00; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of \$10,000.00 or under.
5. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.
6. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall expire on June 30, 2015 unless either party gives written notice to the other no earlier than February 1, 2010 and no later than March 1, 2010 to terminate this Agreement effective June 30, 2010. If such notice to terminate is given or, if not, upon expiration on June 30, 2015, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.
- 9.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.
- b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.
10. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
 - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.

- b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.
- c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute. A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

It is explicitly agreed to by all parties that the parties to this Agreement, as well as each contractor and subcontractor performing work on or for the project, specifically are bound and stipulated to the jurisdiction and process of the Joint Conference Board. Said provision shall become a provision in all contracts and subcontracts issued by the owner, construction manager, contractor, subcontractor, or any agent thereof.

- 11. This Agreement shall be incorporated into and become part of the collective bargaining agreements between unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement attached hereto, the terms of this Agreement shall supersede and prevail.
- 12. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.
- 13.a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom can be directed problems which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.

- b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.
14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
15. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

-6-

Dated this 21 day of June, 2005, in Chicago, Illinois.

Chicago Board of Education

By: Michael W. Scott
Its: President

By: [Signature]
Its: ES/SM

Attest:

Evelyn H. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

[Signature] 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Iron Workers Local 63

Address: 2525 West Lexington

City, State, Zip Code: Broadview, IL 60155

Telephone Number: (708) 344-7727

By: _____
Its: Financial Secretary, Treasurer, Business Manager

113369.9

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

City, State, Zip Code: BURR RIDGE, IL 60527

Telephone Number: (830) 887-4100

By: Terrence J. Hancock
Its: PRESIDENT TERRENCE J. HANCOCK

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: MACHINERY MOVERS, RIGGERS & MACHINERY ERECTORS LOCAL UNION 136
Address: 1820 1820 BEACH STREET
City, State, Zip Code: BROADVIEW, IL 60155-2863
Telephone Number: 708-615-5300
By: Frank O. Man
Its: IST/BM

113369.9

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estelle H. Balthus 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

JM 6-23-05

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

City, State, Zip Code: BERR RIDGE, IL 60527

Telephone Number: 630 655-8289

By: James P. Conway
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatla M. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Chicago Regional Council of Carpenters

Address: 12 E. Erie Street

City, State, Zip Code: Chicago, IL 60611

Telephone Number: 312-951-1527

By: Martin C. Huland
Its: President/Executive Secretary-Treasurer

Dated this 13th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

AM 6-23-05

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: Romas M. O'Quinn
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

CHICAGO JOURNEYMEN PLUMBERS'
Labor Organization: LOCAL UNION 130, U. A.

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James J. Sullivan
Its: BUSINESSS MANAGER

113369.9

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eutela B. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. Monley
Its: Business Mgr.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Keltner 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Int'l. Assn. of Machinists and Aerospace Workers
Local Lodge 126

Address: 120 E. Ogden Ave., 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: (630) 655-1930

By: Thomas J. Faul
Its: Directing Business Representative

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

JM 6-23-05

Labor Organization: International Union of Operating Engineers
Local 150, AFL-CIO

Address: 6200 Joliet Road

City, State, Zip Code: Countryside, IL 60525

Telephone Number: (708) 482-8800

By: James M. Sweeney
Its: Vice President

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eutelia D. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/30/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Shuckhys Local 21
Address: 1950 W. 43rd
City, State, Zip Code: CHgo IL 60609
Telephone Number: 773 650 1841
By: Ken Ob
Its: PR25.09.4

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Beltian 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: PIPEFITTERS L.U. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan.
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: BOILERMAKERS LOCAL #ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773 277-5225

By: John J. Shearman
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ceramic Tile, Terrazzo & Granite-Cutters Local No.67

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Painters' District Council #14

Address: 14516 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Thomas P. Falty
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evela H. Keltian 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Sheet Metal Workers' Union local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 444-0073

By: Stanley F. Kargynski
Its: _____

113369,9

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evela H. Belter 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

DM 6/23/05

Labor Organization: Roofers' Union Local No. 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester, IL 60154

Telephone Number: 708-345-0970

By: Richard Mott
Its: PRCS.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estelle B. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Pointers, Cleaners & Caulkers Local 52, IL.

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

By: William M. [Signature]
Its: [Signature]

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evela H. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: IBEW, Local 134

Address: 600 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60661

Telephone Number: (312) 454-1340

By: Michael Fitzgerald
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Meltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: HEAT & FROST INSULATORS-LOCAL 17

Address: 3850 S. Racine Avenue

City, State, Zip Code: Chicago, IL 60609

Telephone Number: 773 247-8184

By: Brian Flynn
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Bellian 6/20/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel 6-23-05

Labor Organization: Cement Masons' Union Local #507

Address: 739 South 25th Avenue

City, State, Zip Code: Bellwood, IL 60104

Telephone Number: 708-544-9100

By: Ronald W. Moore Sr.
Its: President

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/27/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ironworkers Local Union #1

Address: 7720 Industrial Drive

City, State, Zip Code: Forest Park, IL 60130

Telephone Number: 708-366-6695

By: Robert Beckwith
Its: _____