

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 8th day of December 20 09

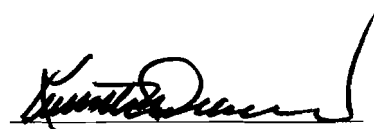
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Release and Assignment contract for the Western Surety Company issued Bond (Number 70633721) from Blacktop Paving, LLC to Boone County. The terms of this contract are stipulated in the attached memorandum. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of December, 2009.

ATTEST:

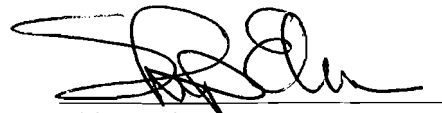
Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

RELEASE AND ASSIGNMENT

WHEREAS, Western Surety Company issued Bond Number 70633721 effective December 15, 2008 (hereinafter referred to as the "Bond") on behalf of Blacktop Paving, LLC and in favor of the Boone County Public Works; and

WHEREAS, the penalty of the Bond is \$6,030.00; and

WHEREAS, the Boone County Public Works paid Blacktop Paving, LLC the final payment on December 22, 2008; and

WHEREAS, the contract between Blacktop Paving, LLC and Boone County Public Works requires Blacktop Paving, LLC to provide a one year correction period from Substantial Completion; and

WHEREAS, the Boone County Public Works has filed a lawsuit against Western Surety Company alleging that Blacktop Paving, LLC has breached its obligation to Boone County as it has failed to maintain the seeding and other erosion control devices along the right-of-way resulting in significant erosion and neglectable grass growth; and

WHEREAS, the Boone County Public Works has estimated the cost to complete the project to be \$9,255.00; and

WHEREAS, Western Surety Company has agreed to pay and the Boone County Public Works has agreed to accept the sum of \$6,030.00 in full and final payment of this and any and all claims which the Boone County Public Works ever had, now has, or can, shall, or may have under the Bond, it is therefore agreed as follows:

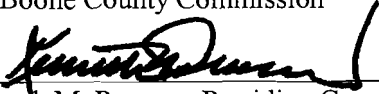
NOW THEREFORE, in consideration of the sum of \$6,030.00, receipt of which is hereby acknowledged, the Boone County Public Works does hereby release and discharge Western Surety Company, as Surety, from any and all liability on its described Bond.

IN FURTHER CONSIDERATION of the aforesaid payment, and other good and valuable consideration, the Boone County Public Works hereby assigns, transfers, and sets over to said Western Surety Company its rights, claims, actions, or causes of action which it now has or may have against any person, firm, or corporation arising or in any way growing out of the aforesaid claim, and hereby appoints and constitutes said Western Surety Company its true, lawful, and irrevocable attorney to demand receipt for and enforce payment, and at the expense of Western Surety Company to sue for said claim, either in the name of the Boone County Public Works, or in the name of Western Surety Company as assignee.

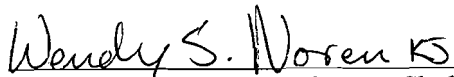
IN WITNESS WHEREOF, Boone County, Missouri, by and through its County Commission, has executed this Release and Assignment this 8 day of December, 2009.

BOONE COUNTY, MISSOURI

by: Boone County Commission


Kenneth M. Pearson, Presiding Commissioner

ATTEST:


Wendy S. Noren, Boone County Clerk

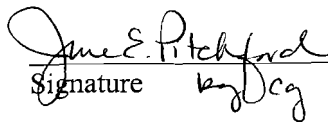
APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

AUDITOR CERTIFICATION:

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

(No Certification Required – Revenue Item)


Signature by Dec Date 12/1/09 Receipt into 2045-71100
Appropriation Account

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STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 8th day of December 20 09

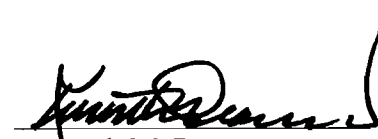
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Cooperative Agreement with the Boone County Regional Sewer District regarding Neighborhood Improvement District Projects. The terms of this contract are stipulated in the attached document. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of December, 2009.

ATTEST:

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



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**COOPERATIVE AGREEMENT
NEIGHBORHOOD IMPROVEMENT DISTRICT PROJECTS**

This agreement is made and entered into by and between Boone County, Missouri, a first class noncharter county and political subdivision of the state of Missouri, by and through its County Commission, referred to in this agreement as "County," and the Boone County Regional Sewer District, a public corporation and common sewer district organized and operated under sections 204.250 et. seq. RSMo, referred to in this agreement as "District."

1. **Background of Agreement** - This agreement is made in view of the following facts which the parties believe to be true:

1.1 The District is authorized and empowered to construct, own, operate and maintain public wastewater collection and treatment systems pursuant to the provisions of §§ 204.250 et. seq. RSMo and other applicable provisions of law. The county is also authorized and empowered to construct, own, operate and maintain public wastewater collection and treatment systems pursuant to the provisions of §§ 249.430 et. seq. RSMo and other applicable provisions of law. In addition, the County is authorized and empowered to establish Neighborhood Improvement Districts pursuant to §§ 67.453 through 67.475 RSMo in order to finance and pay for the construction, reconstruction, maintenance and repair of sanitary sewer systems and appurtenances thereto. Finally, both the District and the County are authorized and empowered to

enter into cooperative agreements pursuant §§ 70.210 through 70.320 RSMo for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.

1.2 Both the District and the County desire to make sanitary sewer system improvements within various geographical locations of the county to eliminate the individual on-site wastewater treatment systems and to construct, repair and improve new and existing wastewater collection and treatment systems. County has obtained voter authorization to issue general obligation bonds to finance payment of such improvements but does not desire to actually engage itself in the construction, long-term ownership, operation or maintenance of public sanitary sewer collection and treatment systems. County is willing to exercise its authority to finance such systems for the public benefit under the Neighborhood Improvement District Act through use of short term notes and long term general obligation bonds if and to the extent the District is willing to construct, own upon substantial completion of construction, operate and maintain such systems for

the public benefit.

1.3 In order to accomplish the above objectives for the purpose of financing and improving public sanitary sewer services within Boone County, the County will from time-to-time establish Neighborhood Improvement Districts pursuant to the provisions of section 67.453 et seq. RSMo. and Article III, Section 38(c) of the Constitution of Missouri (herein "NID"), assuming all requirements of the Neighborhood Improvement District Act and the County's policies and procedures pertaining to the same are satisfied. The District will acquire all necessary easements and the NID petition shall contain language that establishes separate classifications of properties for donated and non-donated easements or other interests in land that are necessary for the Project. The District will design and provide construction management services for the Project during construction, and after substantial completion agrees to own, operate, and maintain the public sanitary sewer systems financed by County under the Neighborhood Improvement District Act and the County's policies and procedures pertaining to the same.

1.4 The parties have determined this Cooperative Agreement is necessary in order to clarify the rights, responsibilities and liabilities of each party concerning the financing and improvement

of public sanitary sewer services within Boone County, Missouri.

1.5 The County has established NID policies as contemplated herein in Commission Order 322-97, and those policies, as amended from time to time as contemplated herein, shall constitute the County's NID policies for purposes of this Agreement.

2. **General Management Structure** - Prior to formation and establishment of any NIDs, the parties shall have the following obligations and responsibilities:

2.1 **NID Sanitary Sewer Program** - The County and the District agree to jointly establish and administer a Neighborhood Improvement District Public Sanitary Sewer Improvement Program in accordance with the general terms and conditions of this agreement in which the District and/or the County propose sanitary sewer improvement projects for new or existing wastewater collection and/or treatment facilities which will be financed under the auspices of the Neighborhood Improvement District Act by the County, owned by the County during construction and conveyed to the District upon substantial completion, and operated and maintained by the District with the property owners within the land contained within the geographical boundaries of districts ultimately repaying the County and District for the cost of the improvements in accordance with the NID act. The program shall be managed in terms of general oversight and policy decision-making by the

general manager of the District and by a representative of the County Commission designated by the County Commission, subject to review and approval by the District's board of trustees and the County Commission. The general manager of the District and the representative of the County Commission shall comprise the NID Sanitary Sewer Program Management. Prior to the formation of any sanitary sewer NID under the program, the Sanitary Sewer Program Management shall develop and the District's board of trustees and the County Commission shall adopt and approve written policies pertaining to the administration of the NID Sanitary Sewer District Program. Nothing in the written policies shall conflict with the provisions contained within this cooperative agreement. The written policies shall also set forth the criteria and qualifications which must be satisfied in order for a sanitary sewer NID project to be approved by the County for financing; once such written policies are approved by both the District's board of trustees and the County Commission, any project meeting such criteria and qualifications shall be approved by the District and County. Such written policies may be amended from time to time with the written approval of the District's board of trustees and the County Commission.

2.2 Program Administration - The program shall be

administered on a day-to-day basis by program administration team consisting of a District Manager, Project Manager, NID Coordinator, Budget Officer and Finance Manager who shall have primary and secondary responsibility for the duties generally described as follows :

2.2.1 **District Manager** - The District Manager is the general manager of the District and shall be the coordinator of the program administration team.

2.2.2 **Project Manager** - The Project Manager shall be designated by the District and shall be responsible for Project proposal, evaluation, design, development and cost estimating of sanitary sewer improvement projects financed under the program. The Project Manager shall also oversee the activities of private consultants and engineers retained in connection with the projects as well as contractors and subcontractors actually performing construction work. In addition, the Project Manager shall be responsible for estimating, monitoring and analyzing project costs as necessary to assist the NID Coordinator, Budget Officer and Finance Manager in the performance of their duties.

2.2.3 **NID Coordinator** - The NID Coordinator shall be designated by the County to act as liaison with persons desiring to establish a NID, assist the Project Manager and Finance Manager in proposed project evaluation, works with neighborhood groups on petition preparation, prepares and/or

review petitions for formation of NIDs, monitors the circulation and submission of NID petitions, acts as program representative for the County and District in relation to neighborhood groups forming NIDs, and generally oversees the establishment and implementation of NIDs in compliance with Missouri law, from formation through final assessments.

The NID Coordinator shall serve as the point of contact for inquiries relating to the NID and shall request meetings with and/or information from the District Manager, Project Manager, Budget Officer, Finance Manager or others as appropriate to coordinate responses to inquiries relating to the NID.

2.2.4 Budget Officer - The Budget Officer shall be the County Auditor or the Auditor's designee who shall be responsible for developing and reviewing NID project budgets in coordination with the Project Manager and NID coordinator, evaluating NID project budgets and overseeing changes to Neighborhood Improvement District Project budgets and general oversight over the budgetary process. The Budget Officer also shall be responsible for approving requests for payment, certifying the total project costs upon completion of the project, establishing and/or approving accounting and cost principles to be observed in calculating total project costs, and establishing minimum requirements for cost documentation.

2.2.5 Finance Manager - The Finance Manager shall be the County

Treasurer or the Treasurer's designee who shall be responsible for: receiving and disbursing monies funding sanitary sewer NID projects in coordination with the Project Manager, NID coordinator, and Budget Officer; issuing temporary notes and bonds to finance the NID projects; assisting with the evaluation of NID project budgets, and; overseeing Neighborhood Improvement District Project financing in general. All issues relating to the financing of the Project shall include the County Treasurer in discussions. All disbursements, requisitions and other documents that effectuate a movement of funds shall be, in addition to whatever other approval signatures are required, routed to the County Treasurer for approval and the final signature before the same is communicated to any third-party. All Bond Purchase Agreements, Escrow Agreements or other documents entered into for a specific project shall contain provisions requiring the County Treasurer to expressly consent to any disbursement, requisitions or other movement of funds manifested through the County Treasurer's or Treasurer's designee's signature, and the District shall submit all such documentation that it generates to the County Treasurer and not directly to any third-party, it being the intent of the parties that all financial aspects of the NID will be controlled through the County Treasurer's office.

3. **Project Concept Evaluation** - NID Sanitary Sewer projects may be proposed by the District, the County or property owners. All proposed projects shall be evaluated

conceptually in terms of the project feasibility, cost, and overall priority in terms of fulfilling the objectives of the District's sanitary sewer master plan for Boone County and county sanitary sewer needs in connection with land use planning and development. The Project Manager shall have primary responsibility for proposed project evaluation and report preparation. A proposed project report shall be prepared on proposed project feasibility, geographic boundaries of proposed NIDs, probable estimated project costs and a proposed method of assessment for payment of project costs. Such report shall be submitted to the program administration team. Thereafter, if the program administration team grants preliminary approval for the proposed project, then the NID Coordinator shall prepare or assist in the preparation of a petition for the proposed NID which shall in turn be circulated by and amongst land owners of property contained within the NID. In the event a petition receives the requisite number of signatures for establishment of a NID, then it shall be presented to the county commission for consideration in accordance with the provisions of § 67.457.4 RSMo.

4. **Preliminary Plans and Cost Estimates for NID Project** - Upon a passage of a resolution or ordinance by the county determining that a NID Project should proceed and ordering preparation of preliminary plans and specifications, the Project Manager shall solicit proposals from one or more qualified consultants to prepare a preliminary plan and specifications as well as cost estimates for the project. Upon receipt of a satisfactory proposal, the Project Manager shall recommend a consultant to the NID Sanitary Sewer Program management which in turn shall recommend approval of a consultant service contract for the proposed project. The District shall thereafter contract with the consultant for preparation of plans, specifications, cost estimates, and other relevant work necessary to the project in scope and cost without preparation

of final construction documents.

5. **NID Sanitary Sewer Project Approval** - Upon completion of preliminary plans and specifications, cost estimates and other relevant information necessary for final approval of the project and assessment therefore under the Act, the County Commission shall conduct a public hearing as required by § 67.463 RSMo., and finally determine whether the proposed project shall be approved and proceed through completion. In the event a proposed project is disapproved or abandoned, the District and the County agree that each shall be financially responsible for one-half the costs incurred by the District for consultant services and other costs incurred for outside services. In such event the County and District shall pay or reimburse each other as applicable under the circumstances.

6. **District Project Obligations** - In the event the proposed project is approved by the County Commission for completion and financing under the provisions of the Neighborhood Improvement District Act, the District shall be responsible for retention of necessary engineering, surveying and soil testing and other contracted services needed for design and construction administration of the Project, contracting with one or more qualified contractors for construction and/or renovation work necessary for successful completion of the Project, all contract management and supervision and general Project oversight. Funds for contracted professional services in connection with the Project may be advanced by the District or the County from time to time as mutually agreed upon subject to reimbursement from NID project financing proceeds. Project construction costs shall be paid by the County from NID project financing proceeds. The District will accept conveyance of the Project upon substantial completion and thereafter manage the same as part of its inventory of systems.

7. **County Project Obligations** - County shall be obligated to finance approved projects as necessary and agreed upon by the parties from budgeted county funds, proceeds from either short-term notes or long-term general obligation bonds issued under the authority of the Neighborhood Improvement District Act and general county finance law and convey the Project, upon substantial completion, to the District. County agrees to prepare and/or review periodically project budgets and financing and to make funds necessary for completion of approved projects available on a timely basis as established by District and County under project completion and finance schedules mutually agreed upon. In the event Project costs in excess of the 125% statutory limits prescribed by the NID statutes for any project, then County and District agree to absorb indirect costs chargeable to the project and incurred by them equally, and in the event indirect costs are inadequate to reduce such excesses, then to budget and pay from appropriated funds all such remaining costs on an equal basis.

8. **Project Ownership, Operation, and Maintenance** - County and District agree that for each approved NID project, the County will own the Project during construction and through substantial completion, at which time the County will convey the Project to the District and the District agrees to accept the same. Upon conveyance of the Project to the District, the District shall be exclusive owner of all real estate interests and facilities acquired as a part of the NID Sanitary Sewer Project Program and shall continue to be responsible for the operation and maintenance of sanitary sewer facilities funded and financed under the provisions of Neighborhood Improvement District Act. All such facilities and interests shall be considered District facilities and interests which shall be owned, operated and maintained by the District in the same manner and subject to the same rules, regulations, and policies with regard to provision

of sanitary sewer services as all other District facilities. It is further agreed that the District shall have exclusive authority and control in the establishment of rules, regulations, policies, rates, charges and for customer services connected with the provision of wastewater collection and treatment services. It is further agreed that the District shall be solely liable for all such facility and the operation and maintenance with respect to such facilities and that the county shall have no liability therefore.

9. **Insurance and Indemnity** - It is understood and agreed that both the District and the County shall be named insured on all policies of insurance obtained by District in connection with the construction of any NID project. It is further agreed that the District shall procure and maintain one or more policies of insurance, in a form mutually-agreeable to the parties, to cover builder's risk, casualty losses, and general public liability for all facilities which are under construction, owned, operated and/or maintained by the District. Upon transfer of the facilities to the District, the District shall insure the same in accordance with its normal insurance procurement policies. In this regard it is agreed that District shall indemnify and hold the County harmless against all expenses and costs, including attorneys fees , investigation expense and other litigation expense as well as judgments and liability which might arise in connection with any claim made by any person or entity in connection with the construction, operation or maintenance of real estate and personal property interests under construction and owned by the County or owned, operated or maintained by the District which are funded or financed in whole or part any provisions of the Neighborhood Improvement District Act, it being understood and agreed that the County shall have no liability for the ownership, operation or maintenance of any such facilities or for liability that may arise during the construction of said facility. The District

shall provide a Certificate of Insurance evidencing said coverages to the County, with the County as an additional, named insured, prior to the commencement of construction for any NID project.

The District may acquire the insurance coverages contemplated herein, and assign the indemnification requirements contemplated herein, by requiring the same in the bid specifications for any given project as a requirement on the contractor to be awarded said project.

The policy limits for liability policies procured for a NID project shall be no less than the maximum liability per person and per occurrence under then-current Missouri law.

10. **Duration and Termination** - This agreement shall be in full force and effect until terminated by one of the parties upon no less than 180 days written notice to the other party, unless sooner terminated by mutual agreement of the parties. The parties rights, duties and obligations with respect to any NIDs established and projects approved prior to any date of termination or expiration shall not be effected by termination or expiration.


11. **Entire Agreement and Modification** - This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and agreements, oral or written, and shall only be amended by a writing signed by the parties hereto.

12. **Authorization of Signatories** - The signatories to this agreement affirmatively represent they obtained authority by resolution or order to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

13. **Binding Effect** - This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No obligation created by this agreement shall be assigned or otherwise delegated or transferred to any person or entity which is not a party to this agreement without written consent of the parties hereto.

IN WITNESS WHEREOF the parties have executed this agreement by their duly authorized officers on the day and year indicated by their signatures.

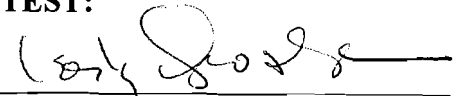
BOONE COUNTY REGIONAL SEWER DISTRICT:

By: 

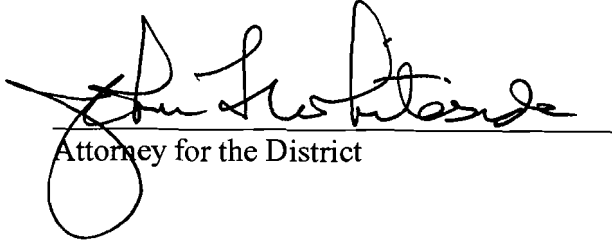
Chairperson

Dated: 11-17-09

Approved as to Legal Form:

ATTEST:


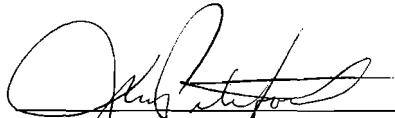
Secretary


Attorney for the District

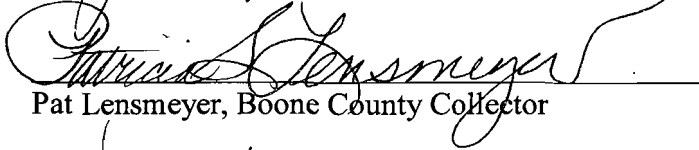
COUNTY OF BOONE:



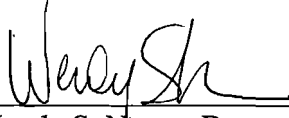
Kay Murray, Boone County Treasurer



June Pitchford, Boone County Auditor

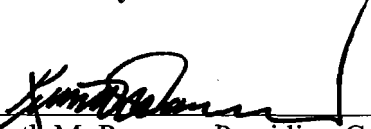


Pat Lensmeyer, Boone County Collector

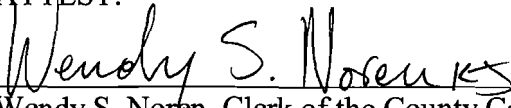


Wendy S. Noren, Boone County Clerk

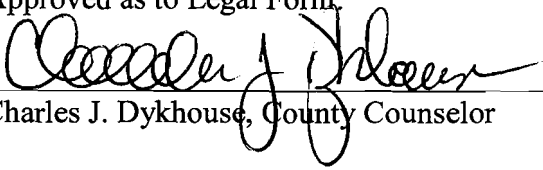
Boone County Commission

By: 

Kenneth M. Pearson, Presiding Commissioner

ATTEST:


Wendy S. Noren, Clerk of the County Commission

Approved as to Legal Form:


Charles J. Dykhouse, County Counselor

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STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 8th day of December 20 09

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

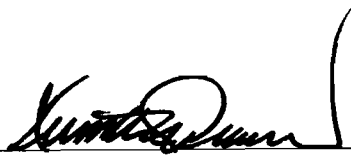
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to purchase a replacement computer:

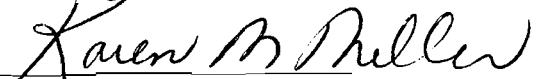
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	91100	Public Works – D&C	Furniture and Fixture	810.00	
2045	92301	Public Works – D&C	Repl Computer Hardware		810.00

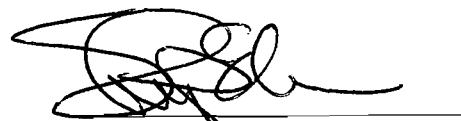
Done this 8th day of December, 2009.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 8th day of December 20 09


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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance (NJPA) cooperative contract (102909 KII) for Krueger International (KI) and Spacesaver office furniture with Inside the Lines of Columbia, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of December, 2009.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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

THIS AGREEMENT dated the 8 day of December 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Inside the Lines** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for KI and Spacesaver Office Furniture compliant with all bid specifications (IFB #102908) and any addendum issued for the National Joint Powers Alliance Contract **102909-KII**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the National Joint Powers Alliance Contract 102909-KII shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **December 1, 2009 and extend through October 29, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

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

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

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

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

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

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

INSIDE THE LINES

BOONE COUNTY, MISSOURI

by Karin Burgess
 title Account Manager

by: Boone County Commission
Kenneth M. Pearson
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

J. J. Bloom
 County Counselor

ATTEST:

Wendy S. Noren KS
 Wendy S. Noren, County Clerk

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

James E. Pitchford
 Signature by csp

12/2/09
 Date

No Encumbrance Required
 County-Wide Term and Supply
 Appropriation Account



WORKING
FOR
YOU

■ May 27, 2009

Andy Campbell
Contract Manager
National Joint Powers Alliance
200 1st Street NE
Staples, MN 56479

Dear Andy

Please consider this a formal request to add the Spacesaver Storage Products to the KI/NJPA contract. We have previously forwarded the Spacesaver Products Price List, and the listing of our Spacesaver Area Contractors (Servicing Dealers).

We also previously expedited a hard copy binder to your attention. The binder contains all the necessary product brochures and information, including another copy of the discount sheet and Area Contractor listing.

Please advise if there is anything else we need to submit. If you have any questions feel free to contact Paul Schueller or myself at KI.

Sincerely,

F. Mark Waldecker
K-12 Dealer Development Manager
KI

Fmw

Accepted and administered by the
National Joint Powers Alliance



National Joint Powers Alliance®
FOR IMMEDIATE RELEASE



NJPA Announces National Contract Award to KI Contract # 102908-KII

Staples, MN – February 13, 2009 – The National Joint Powers Alliance® (NJPA) is pleased to announce its vendor partnership contract for Classroom & Office Furniture to KI. KI responded to NJPA's national competitive Invitation For Bid # 102908. The NJPA bid evaluation committee awarded KI based upon product quality, customer service, pricing, and overall market leadership.

"This contract award to KI is a perfect fit," said Mike Hajek, Director of Business Development & Marketing at NJPA. "KI is known for their attention to detail and personalization. These are key elements to what government and education are looking for in a furniture solution. I am excited to see the future for KI as they join our family of awarded vendor partners!"

NJPA Board of Directors has approved this contract award to KI. For more information about this contract, please contact Andy Campbell, Contract Manager, at 218-894-5491 or Andy.Campbell@njpacoop.org

Join over 26,000 municipal agencies across the nation and learn how to access this contract and receive all the benefits of a no cost, no obligation membership of NJPA by going to www.njpacoop.org

About KI:

KI, a trusted market resource, provides personalized solutions and simple, durable product design. The sixth largest furniture manufacturer in the industry, KI employs around 3,000 individuals worldwide and has 10 manufacturing facilities in North America. KI, 100 percent employee owned, is one of Forbes 500 largest privately owned companies in America.

About National Joint Powers Alliance® (NJPA):

The National Joint Powers Alliance® is a member-owned municipal contracting agency that creates business and service relationships between buyers and suppliers. NJPA establishes and facilitates competitively bid purchasing contracts on behalf of all government and education member agencies nationally. NJPA is governed by publicly elected officials. For membership and organization related information go to www.njpacoop.org

J.

**Bid Offering
And Acceptance and Award
IFB #102908**

FORM D

CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES

Bid Offering (To be Completed Only by Bidder)

In compliance with the Invitation for Bid (IFB) for CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined the IFB 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 and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: Krueger International, Inc. Date: _____

Company Address: 1330 Bellevue Street, PO Box 8100

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

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

Authorized Signature (ink only): *Guy Patzke* ASST. SECRETARY GUY PATZKE
(Name printed or typed)

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

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. NJPA will now offer to establish a Vendor Contract with you. As the awarded Bidder, you are hereby cautioned not to commence any billable work or provide any goods or services under this contract until a Vendor Contract is fully executed. The Vendor Contract will serve to further define responsibilities of the parties with regard to marketing, administration fees, order process, reports, marketing, and final terms and conditions. By execution of the Vendor Contract, the parties intend this IFB, Bidder's response to IFB, and Vendor Contract to constitute the final and complete Agreement between the NJPA and the awarded Vendor. No other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. The term of the Agreement shall commence on the date of this award and continue for a maximum term of four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: *Jane A Waldecker* Lane Waldahl
Title: NJPA Board Clerk (Name printed or typed)

NJPA Authorized signature: _____

Title: _____

Awarded this 15th day of January 2009 Contract Number # 102908-KII

Zone 1

Product Line	Price List	FO B	Del v	Delv/Tail	Delv/In	Delv/Tail	Delv/Inst	Delv/Tail	Delv/Insta	Delv/Tail	Delv/Instal	Delv/Tail	Delv/Instal	Delv/Tail	Delv/Instal
				gate \$0 - \$15K	stall \$0 - \$15K	gate \$15,001 - \$50K	all \$15,001 - \$50K	gate \$50,001 - \$100K	II \$50,001 - \$100K	gate \$100,001 - \$200K	I \$100,001 - \$200K	gate \$200,001 - above	Instal \$200,000 - above		
Part 1: Freestanding Classroom and School Furniture															
Intellect Wave	Classroom Collection	KI-11491	x		40	29	47	38	49	43	50	44	Negotiable		
Intellect	Classroom Collection	KI-11491	x		39	28	45	37	48	42	49	43			
Ivy league	Classroom Collection	KI-11491	x		39	28	45	37	48	42	49	43			
All Classroom Ped. Stools & Chairs, & Combination Desks	Classroom Collection	KI-11491	x			36		39		43		44	Negotiable		
360 (Delivered Pricing)	Classroom Collection	KI-11491	x	x	42	30	46	36	49	39	50	42.5			
KI Instruct Teaching Station	Classroom Collection	KI-11491		x	42	30	46	36	49	39	50	42.5			
Intellect Activity Tables	Classroom Table and Chairs	KI-11492	x	x	42	30	46	36	49	39	50	42.5	Negotiable		
Part 2: Seating															
Maestro	Stack and Guest Seating	KI-11479		x	42	30	46	36	49	39	50	42.5	Negotiable		
Matrix	Stack and Guest Seating	KI-11479		x	42	30	46	36	49	39	50	42.5	Negotiable		
Perry	Stack and Guest Seating	KI-11479		x	42	30	46	36	49	39	50	42.5	Negotiable		
Strive Stack	Stack and Guest Seating	KI-11479		x	42	30	46	36	49	39	50	42.5	Negotiable		
Torsion Stack	Stack and Guest Seating	KI-11479		x	42	30	46	36	49	39	50	42.5	Negotiable		
Torsion on the Go	Stack and Guest Seating	KI-11479		x	42	30	46	36	49	39	50	42.5	Negotiable		
MIG	Stack and Guest Seating	KI-11479		x	42	30	46	36	49	39	50	42.5	Negotiable		
Kismet	Task Seating	KI-11478		x	42	30	46	36	49	39	50	42.5	Negotiable		
Impress and Impress Ultra	Task Seating	KI-11478		x	42	30	46	36	49	39	50	42.5	Negotiable		
Piretti 2000	Task Seating	KI-11478		x	42	30	46	36	49	39	50	42.5	Negotiable		
Strive Task	Task Seating	KI-11478		x	42	30	46	36	49	39	50	42.5	Negotiable		
Rapture	Stack and Guest Seating	KI-11479		x	42	30	46	36	49	39	50	42.5	Negotiable		
Silhouette	Stack and Guest Seating	KI-11479		x	42	30	46	36	49	39	50	42.5	Negotiable		
Versa	Stack and Guest Seating	KI-11479		x	42	30	46	36	49	39	50	42.5	Negotiable		
Engage	Task Seating	KI-11478		x	42	30	46	36	49	39	50	42.5	Negotiable		
Impulse	Task Seating	KI-11478		x	42	30	46	36	49	39	50	42.5	Negotiable		
Torsion Task	Task Seating	KI-11478		x	42	30	46	36	49	39	50	42.5	Negotiable		

Product Line	Price List	FO Del B	Delv/Tail gate \$0-\$15K	Delv/m stall \$0-\$15K	Delv/Tail gate \$15,001-\$50K	Delv/Inst all \$15,001-\$50K	Delv/Tail gate \$50,001-\$100K	Delv/Insta II \$50,001-\$100K	Delv/Tail gate \$100,001-\$200K	Delv/Insta I \$100,001-\$200K	Delv/Tail gate \$200,001-\$200,000 - above	Delv/Insta II \$200,000 - above
Part 3: Storage												
E-Series			42	30	46	36	49	39	50	42.5		Negotiable
700 Series	700 Series Files and Storage	KI-11488	42	30	46	36	49	39	50	42.5		Negotiable
All Terrain Storage	All Terrain Files and Storage	KI-11494	42	30	46	36	49	39	50	42.5		Negotiable
Part 4: Technology Support furniture												
Workzone	Genesis	KI-11484	42	30	46	36	49	39	50	42.5		Negotiable
Genesis	Genesis	KI-11485	42	30	46	36	49	39	50	42.5		Negotiable
Datalink	Table Tables	KI-11484	42	30	46	36	49	39	50	42.5		Negotiable
Inrandem	Powered Tables	KI-11485	42	30	46	36	49	39	50	42.5		Negotiable
Inquire	Contract Tables	KI-11484	42	30	46	36	49	39	50	42.5		Negotiable
Laptop Garage	Powered Tables	KI-11485	42	30	46	36	49	39	50	42.5		Negotiable
Flatscreen Garage	Powered Tables	KI-11485	42	30	46	36	49	39	50	42.5		Negotiable
All Terrain	Contract Tables	KI-11484	42	30	46	36	49	39	50	42.5		Negotiable
Power Conn	Powered Tables	KI-11485	42	30	46	36	49	39	50	42.5		Negotiable
Part 5: Library Furniture												
Crossroads	Grossroads	KI-11395	42	30	46	36	49	39	50	40		Negotiable
Part 7: Cafeteria Furniture												
Unitrame	Folding tables	KI-11487	40	28	44	33	47	42	48	43		Negotiable
Convertible Benches	Folding tables	KI-11487	N/A	36	N/A	39	N/A	43	N/A	44		Negotiable
Valulite Folding Tables	Folding tables	KI-11487	42	30	46	36	49	39	50	42.5		Negotiable
Part 8: Early Childhood Furniture												
Oxford Activity Tables			42	30	46	36	49	39	50	42.5		Negotiable
Ver...nior Tables			42	30	46	36	49	39	50	42.5		Negotiable

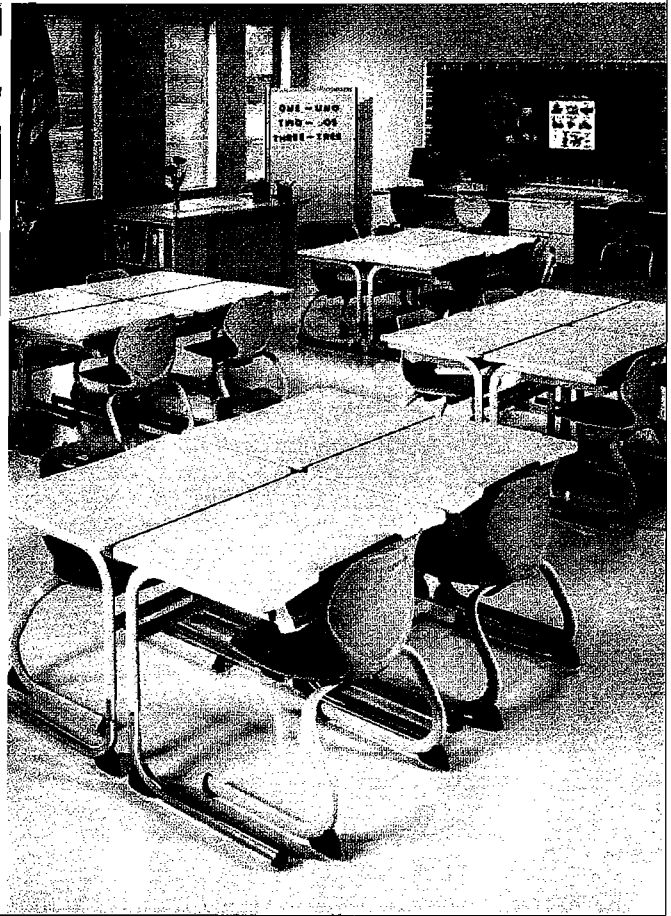
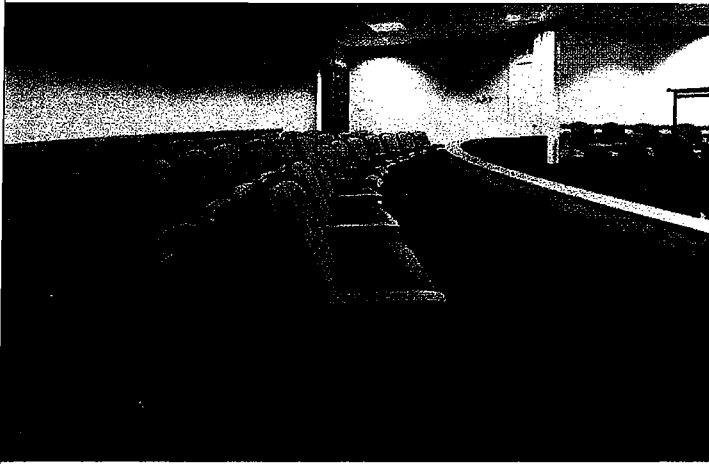
Product Line	Price List	FO Deliv B	Delv/Tail gate \$0 - \$15K	Delv/in stall \$0 - \$15K	Delv/Tail gate \$15,001 - \$50K	Delv/Inst all \$15,001 - \$50K	Delv/Tail gate \$50,001 - \$100K	Delv/Inst II \$50,001 - \$100K	Delv/Tail gate \$100,001 - \$200K	Delv/Instal I \$100,001 - \$200K	Delv/Tail gate \$200,001 - above	Delv/Instal II \$200,001 - above
Versa Junior Chairs	Stack and Guest Seating	KI-11479	X	42	30	46	36	49	39	50	42.5	Negotiable
Part 9: Audio Visual Furniture												
All Terrian Tables	Contract Tables	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
All Terrian Screens	Contract Tables	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Part 10: Art Instruction Furniture												
KI Instruct	Classroom Collection	KI-11491	X	42	30	46	36	49	39	50	42.5	Negotiable
600,700,800 Series Stools	Folding chairs and stools	KI-11488	X	42	30	46	36	49	39	50	42.5	Negotiable
Engage Stool	Task Seating	KI-11478	X	42	30	46	36	49	39	50	42.5	Negotiable
Strive Stools	Task Seating	KI-11478	X	42	30	46	36	49	39	50	42.5	Negotiable
Kismet Stool	Task Seating	KI-11478	X	42	30	46	36	49	39	50	42.5	Negotiable
Impress Stool	Task Seating	KI-11478	X	42	30	46	36	49	39	50	42.5	Negotiable
Pirelli 2000 Stool	Task Seating	KI-11478	X	42	30	46	36	49	39	50	42.5	Negotiable
Torsion Stool	Task Seating	KI-11478	X	42	30	46	36	49	39	50	42.5	Negotiable
Inquire Tables	Contract Tables	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Intellect Activity Tables	Glassoon Tables and Chairs	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Oxford Activity Tables	Glassoon Tables and Chairs	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Part 11: Educational Office Furniture												
All Terrian			X	42	30	46	36	49	39	50	42.5	Negotiable
700 Series Desking	700 Series Desking System	KI-11488	X	42	30	46	36	49	39	50	42.5	Negotiable
Workzone	Workzone	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Genesis	Genesis	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Wireworks	Wireworks	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Prosper	ProsperPanel System	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Baron	Contract Tables	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Portico	Contract Tables	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Synthesis	Contract Tables	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Datalink Multipurpose	Contract Tables	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Trek	Contract Tables	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable
Hurricane	Contract Tables	KI-11484	X	42	30	46	36	49	39	50	42.5	Negotiable

Zone 1

Product Line	Price List	FO Del B V	Delv/Tail		Delv/Inst		Delv/Tailg		Delv/Insta		Delv/Tailg		Delv/Insta		Delv/Tailg - above	Delv/Insta - above
			gate \$0 - \$15K	stall \$0 - \$15K	gate \$15,001 - \$50K	all \$15,001 - \$50K	ate \$50,001 - \$100K	ll \$50,001 - \$100K	ate \$100,001 - \$200K	l \$100,001 - \$200K						
Venue	Contract Tables		42	30	46	36	49	39	50	42.5	Negotiable					
True Desking	True Desking System		42	30	46	36	49	39	50	42.5	Negotiable					
Aristotle	Oslegood		42	30	46	36	49	39	50	42.5	Negotiable					
Woodcase Goods	Gassgood		42	30	46	36	49	39	50	42.5	Negotiable					
Part 14: Church Style																
Duralite Folding tables	Folding Table		42	30	46	36	49	39	50	42.5	Negotiable					
Heritage Folding tables	Folding Table		42	30	46	36	49	39	50	42.5	Negotiable					
Folding Chair	Folding chairs and stools		42	30	46	36	49	39	50	42.5	Negotiable					
Premier Folding Tables	Folding tables		42	30	46	36	49	39	50	42.5	Negotiable					

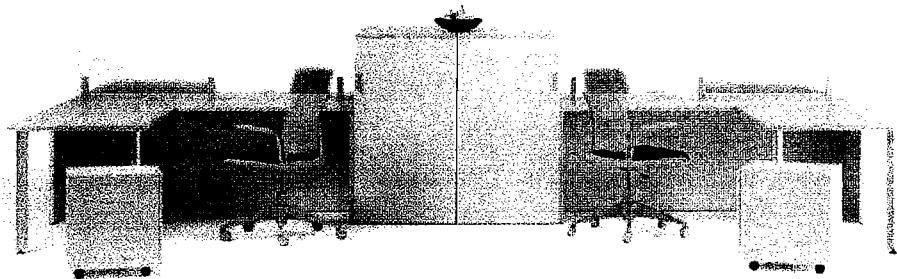
Furnishing Knowledge for NJPA

National Joint Powers Alliance®



Due to strong market leadership, KI has been awarded a competitive bid contract with NJPA. KI manufactures innovative furniture and wall system solutions for education, healthcare, government and corporate markets. The employee-owned company is headquartered in Green Bay, Wisconsin, and operates sales offices and manufacturing facilities in the United States, Canada, Europe and Asia. KI tailors products and service solutions to the specific needs of each customer through its unique design and manufacturing philosophy. For more information, visit www.ki.com.

Contract Number
102908-K11



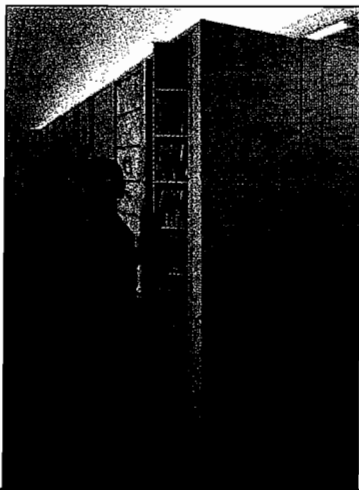
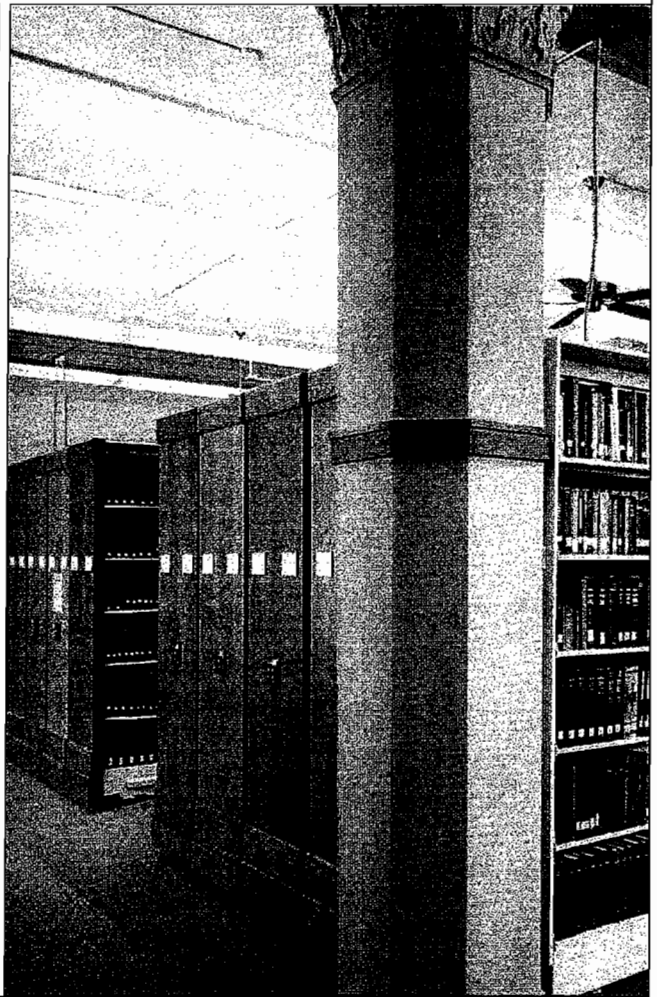
Furnishing Knowledge®

1330 Bellevue Street | P.O. Box 8100 | Green Bay, WI 54308 | 800-424-2432



Storage Solved for **NJPA**

National Joint Powers Alliance*



Spacesaver Corporation is the innovator in market specific storage – from high-density mobile, to secure storage for government and public safety, to new ideas that can streamline business, healthcare and campus operations. Together with KI, Spacesaver has been awarded a competitive bid contract with NJPA help to make every aspect of your enterprise run better. Spacesaver Corporation offers mastery over Time, Space, Security. To learn more about our market-tailored storage solutions or find a local Spacesaver dealer, visit www.spacesaver.com.

Contract Number
102908-KII



1450 Janesville Avenue | Fort Atkinson, WI 53538 | 800.492.3434

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

County of Boone)

)ss

State of Missouri)

My name is Bradley J. Eiken. I am an authorized agent of inside the LINES (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

Bradley J. Eiken 7/6/09
Affiant Date

Bradley J. Eiken
Printed Name

Subscribed and sworn to before me this 6th day of July, 2009

Jana C. Dierker
Notary Public



JANA C. DIERKER
My Commission Expires
January 5, 2010
Boone County
Commission #06435002

1mB345
IB

565-2009

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 227625

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

Company ID Number: 227625

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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

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

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

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

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

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

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

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

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

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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

B. REFERRAL TO DHS

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

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after the Employer receives it.

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

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

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

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

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

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

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

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

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

Company ID Number: 227625

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

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

Company ID Number: 227625

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: inside the LINES

Company Facility Address: 100 East Texas Avenue

Columbia, MO 65202

Company Alternate
Address:

County or Parish: BOONE

Employer Identification
Number: 431873689

North American Industry
Classification Systems
Code: 442

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified
for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 227625

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MM
INSID-1

DATE (MM/DD/YYYY)
03/10/09

PRODUCER Plaza Insurance Center, Inc. 2700 Forum Blvd. Columbia MO 65203 Phone: 573-445-1178	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Inside The Lines LLC 100 E. Texas Ave. Columbia MO 65202	<table border="1" style="width: 100%;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A: Columbia Mutual Insurance</td> <td style="text-align: center;">40371</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Columbia Mutual Insurance	40371	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER A: Columbia Mutual Insurance	40371												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CMI PENDING	03/19/09	03/19/10	EACH OCCURRENCE \$ 1000000
A		<input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000
						MED EXP (Any one person) \$ 5000
						PERSONAL & ADV INJURY \$ 1000000
						GENERAL AGGREGATE \$ 2000000
						PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAPMO03792	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
A			CAPMO03792	03/01/09	03/01/10	BODILY INJURY (Per person) \$
A			CAPMO03792	03/01/09	03/01/10	BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	CUPMO13971	03/23/09	03/23/10	EACH OCCURRENCE \$ 2000000
						AGGREGATE \$ 2000000
						\$
						\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCPMO17852	03/19/09	03/19/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Additional insured status if granted within the policy when required by contract

CERTIFICATE HOLDER Boone County Commission Of Columbia Missouri Boone County Purchasing Dept. 601 E. Walnut, Rm. 208 Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE R. Michael Maerz
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Businessowners Premier Endorsement:

Increased cost of construction:	\$50,000
Food contamination business interruption:	30 day business income
Water Backup From Sewer, Drain or Sump	\$10,000
On-Premise Power Failure	30 day business income
Employee Dishonesty	\$10,000
Personal Effects	\$10,000
Valuable Papers-On Premises	\$25,000
Valuable Papers-Off Premises	\$10,000
Accounts Receivable-On Premises	\$25,000
Accounts Receivable-Off Premises	\$10,000
Covered Property Extension	1,000 Feet
Debris Removal	\$25,000
Lock Replacement	\$500
Outdoor Property	\$10,000
Personal Property Off Premises	\$20,000
Pollution Cleanup	\$25,000
Reward Reimbursement	\$5,000

Businessowners Premier Endorsement continued:

Money & Securities: \$2,000 inside and \$1,000 outside w/\$500 ded

Off premises power failure

Outdoor property \$10,000

Personal effects \$10,000

Pollution clean up \$25,000

Valuable papers \$25,000

Accounts Receivable \$10,000

Water backup from sewer or drain \$10,000 w/\$500 ded

Business Auto Premier Endorsement:

Extends auto physical damage to non-owned autos used on a temporary substitute for the covered auto you own which is out of service due to breakdown, repair, servicing, loss or destruction.

Auto liability is extended for an additional insured when required by a written contract or agreement.

Auto liability coverage is extended to an employee while acting in the course of your business using a non-owned auto. (Non-owned auto coverage)

Towing & Labor Cost: Will pay up to \$75 per disablement for trucks up to 10,000 lbs and up to \$150 for trucks 10,001 to 20,000 lbs.

Transportation Expense: Will pay up to \$50 per day w/maximum of \$1,000.

Will pay up to \$5,000 to return a stolen vehicle to you.

Business Auto Premier Endorsement continued:

Will pay up to \$500 of personal effects on vehicle you own when it is stolen.

Waiver of Subrogation when required by contract.

Hired Car Physical Damage limit of \$50,000 subject to a \$500 deductible.

Auto loan lease coverage for any owned auto

Glass breakage - no deductible will be applied when glass damage is repaired.

Named Insured: BEGG is not shown as a named insured on the business auto policy as this is a separate LLC owned by Glen and Brad as building owners of 100 E. Texas Ave.

Addendum #1 to Invitation For Bid (IFB) #102908
Issued by
The National Joint Powers Alliance® (NJPA)

1. Will any of the administrative fee that is paid to NJPA be shared with either state agencies or the school or political subdivision purchasing the furniture generating the fee?

Answer: Possibly yes. NJPA is always looking for strategic partners representing groups of end users in the promotion of our competitively bid and cooperatively shared procurement contracts. We currently have a few revenue sharing agreements and are in the process of negotiating more.

2. The IFB clearly permits that pricing may be delivered. It also implies that a permissible response may be to provide pricing for the product only and then to add actual freight (without markup) to the invoice. Can we provide a response providing pricing only for the furniture and then stating that actual freight costs will be passed through as a separate line item?

Answer: As stated in #3 below it is our objective to establish a contract for goods and services delivered, installed and operational in NJPA or our NJPA Member's location. Various industries have various abilities to deliver that desired level of service. For that reason NJPA, with our objective stated, allows Bidder's define shipping and installation capabilities. When evaluating responses, a bid response identifying a price for goods on the manufacturer's dock will likely be less desirable than a bid response identifying the same price delivered and installed, and operational in NJPA or NJPA Member's location, assuming all other factors are equal.

3. The stated objective of the IFB is to establish a vehicle for the procurement of educational furniture "delivered, installed and operational." The pricing section does not specifically delineate how to price installation. As you are aware, the cost of installation varies significantly across the US. Is it permissible to state that actual installation costs will be passed through with a cap (e.g. Installation costs will be quoted on a per project basis and passed through. The charges will not exceed 18% of the total amount of the order.).

Answer: Yes, it is permissible to bid your product only and state that actual freight and installation will be bid separately, however you should be aware your bid will be evaluated with other bids according to the answer to #2 above. It is also permissible to use "area cost factors" where a Bidder identifies delivery and installation charges individually by Bidder defined regions. As an example, the delivery and installation portion of a sale 500 miles away from the manufacturer may be more expensive than a sale 100 miles away. Additionally, a labor intensive delivery and installation may be more expensive in a geographic region with higher labor rates compared to a geographic region with lower labor rates. Although these concepts are complicated, your ability to propose clear concise pricing represents a benefit to the value of your bid.

4. The IFB accurately acknowledges that marketing the NJPA educational furniture program is a critical ingredient for its success. We will include a summary of the initiatives that we will do to market this program. Does NJPA have a lead or designated agency within each state that it works with marketing its existing programs?

Answer: NJPA is our own "Lead Agency", as a government agency we hold these contracts ourselves and share them directly with our Members. As identified in #1 above, NJPA has a number of relationships established with various municipal and educational marketing partners. In addition NJPA employs substantial marketing efforts such as our catalog and various trade shows with which we promote our procurement contracts. What we are looking for in your marketing proposal is what marketing effort you will invest in an awarded contract and how that will interact with the efforts of NJPA and NJPA's Marketing Partner's efforts. Our greatest success occurs when a POTENTIAL NJPA MEMBER responds to your sales person with "Your products and prices are great, however we need to competitively bid this purchase." To which your sales person can respond "NJPA has done that work for you."

5. What I am looking for specifically are the specifications on which kinds of classroom furniture are being bid. For example, chairs, desks, etc...

Answer: Thank you for your question, the answer is that we are looking for all of your available products which fall within the scope of the bid which is defined as "CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESS."

NJPA is looking for the broadest possible product offering providing the broadest possible utility to the broadest possible cross-section of our potential membership within the scope of this bid. Our potential membership includes any unit of government, education, or non-profit agency nation-wide.

National Joint Powers Alliance®

By *Craig Meyerhofer* Its *Cond of Bids + Contracts*
Date *10-14-08*

National Joint Powers Alliance® (herein NJPA) Invitation for Bid (herein IFB)

for the procurement of

CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES

IFB Opening

October 29, 2008

2:00 p.m.

At the offices of the

National Joint Powers Alliance®

200 First Street Northeast, Staples, MN 56479

IFB #102908

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES to NJPA, and current and qualified NJPA Members from government, education, and non-profit agencies in all 50 states, and with possible international distribution. Specifications and details of this IFB are available beginning August 27, 2008 and continuing until October 20, 2008. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at gregg.meierhofer@njpacoop.org. Sealed Bids will be received until October 29, 2008 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

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

IFB and Contract Timeline

September 29, and
October 6, 2008
October 20, 2008
October 29, 2008
2:00 p. m.

- Publication of IFB in the MPLS Star Tribune, the NJPA website, and on the website of notice to bidders.com
- Deadline for IFB requests
- Deadline for Submission of Bids, and Public Opening of bids

Direct questions regarding this IFB to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-5473

IFB Procedures offers the methods for submitting questions.

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1. INTRODUCTION

A. ABOUT NJPA

1.1 The NJPA- National Joint Powers Alliance®- (NJPA)- is a Minnesota Service Cooperative created by Minnesota Legislative Statute 123A.21 with the directive and commitment to offer, among other things, procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and private 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. To this end NJPA has established a series of contracts with various Vendors for products and services NJPA Members desire to procure. A complete listing of NJPA Vendor Contracts can be found at www.njpacoop.org.

1.2 NJPA, as a unit of Minnesota Government, establishes procurement contracts compliant with Minnesota Municipal Contracting Laws. NJPA then shares those contracts with its members nationwide through various "Joint Powers Laws" established in Minnesota and most other states. The Minnesota "Joint Powers Law" is Minnesota Statute 471.59. The Minnesota "Joint Powers Law" states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties...". Similar Joint 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.

1.3 NJPA's publicly elected Board of Directors calls for all bids, then awards and holds all resulting contracts and offers them for the benefit of its Membership.

B. WHY BID A COOPERATIVE PROCUREMENT CONTRACT

1.4 Cooperative Procurement Contracts create value for both governmental buyers and their Vendors of products and services in two ways:

1.4.1 We **save the time and effort** of many governmental buyers bringing individual procurement bids and the time and effort of the Vendor 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.

1.4.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded bid response is likewise exposed to thousands of potential purchasing units nationwide.

1.5 . 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

1.6 The collective purchasing power of thousands of NJPA Members nationwide offer the opportunity for volume pricing discounts. Although no volume is guaranteed by this contract, substantial volume is anticipated and volume pricing is requested.

1.7 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 bidding process.

C. THE INTENT OF THIS IFB

1.8 The intent of this bid is to award an Exclusive Agreement to a qualifying Bidder to provide **CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED**

ACCESSORIES to NJPA and NJPA Members. Qualifying Bidders must be able to demonstrate the ability to both market to and service NJPA Members in all 50 states and with potential to serve internationally. All bids received will be evaluated based on (among other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of product and services.

1.9 A response to this IFB can be in the form of a Line-Item Pricing *or* Percentage Discount From Catalog or Category Pricing purchasing contract. NJPA desires a relationship with a national manufacturer providing a full line of equipment, products, accessories and services surrounding **CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES**, as used and desired by NJPA and NJPA Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.10 It is the goal of this IFB to allow bidders to anticipate and establish specifications and expectations on behalf of the NJPA Members.

1.11 NJPA reserves the right to award a contract to one Bidder, to multiple Bidders, or to reject any or all bids in whole or in part.

1.12 It is the intent and expectation of this request to establish an Agreement with an Exclusive Vendor demonstrating the ability to serve NJPA Members throughout the entire United States. In the event the responding Bidders are not able to service a national contract, NJPA reserves the right to award multiple Bidders to meet this member service requirement.

1.13 An Award of contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Bid Review Committee based on the best interests of NJPA and NJPA Members. NJPA is seeking Prime or Exclusive Vendor relationship(s) to meet this need. The goal and intent of this IFB is to follow through with a bid award and executed Vendor Contract to be marketed through the NJPA to its participating members.

1.14 Bidders must be able to sell, deliver, and service to all NJPA Members nationally.

1.15 It is the intent of the NJPA to award an Agreement to the best responsible Bidder(s) offering the best overall selection of products, supplies, equipment and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Bidder's response has been submitted in accordance with the requirements of this IFB.

1.16 In accordance with accepted standards of competitive sealed bid awards as set forth in the Minnesota Procurement Code and municipal contracting law, competitive sealed bids will be received and awards made to responsible Bidders whose bids are determined in writing to be the most advantageous to NJPA and its current or future NJPA Members.

1.17 NJPA serves a large number of members throughout the United States and Canada. NJPA is seeking a single source (Exclusive Vendor) that exhibits the ability to serve, distribute, and market to the entire geographic area. In the event responding Bidders do not offer and exhibit the ability to fulfill current and future geographic member sales requirements, the NJPA reserves the right to award contracts to multiple Bidders. The actual use of any contract will be at the sole discretion of NJPA's members. NJPA reserves the right to award multiple contracts, to award only one contract or to make no awards.

1.18 NJPA reserves the right to reject all Bid Responses and advertise again if, in NJPA's opinion, the received bids do not meet the minimum needs of the NJPA current and qualifying members.

1.19 It is NJPA's intent to award a manufacturer's complete line of products as relative to the scope and intent of this IFB. The total evaluation points will be used as part of the final bid award determination.

D. SCOPE OF THIS BID

1.20 This IFB invites bids to provide **CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Bidders 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 will be viewed as a value-added attribute.

1.21 If the Bidder is a Manufacturer, 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/Bidder 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 an Agreement resulting from this IFB on behalf of the Manufacturer/Bidder. Any such dealer will be considered a sub-contractor of the Bidder/Vendor. The documented relationship between the Manufacturer/Bidder and its Dealer Network may be proposed at the time of the bid submission.

1.22 If the Bidder is a dealer or re-seller of the products and/or services being, that response will be evaluated based on the Bidder's authorization to provide those products and services from their manufacturer. Where appropriate, Bidders must document their authority to offer those products and/or services.

1.23 NJPA is seeking the procurement of **CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES** delivered, installed, and operational in our, or our Member's, location.

1.24 NJPA is seeking a contract term of 4 years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, but will only continue through successful annual renewals. This IFB is seeking a maximum four (4) year contract term commencing upon award of contract and execution of all documents to the satisfaction of NJPA and will be subject to annual renewals to allow contract continuation.

1.25 NJPA anticipates considerable activity resulting from this IFB and subsequent award, however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage; usage depends on the actual needs of the NJPA Members.

1.26 This IFB is for an indefinite quantity of products and services.

1.27 Estimated quantities and sales volume are based on potential usage by NJPA Members.

1.28 This IFB invites the widest possible product and service offering from each Potential Bidder in satisfaction of the widest possible array of needs from NJPA and NJPA Members within the scope of this IFB. This IFB invites you to bid your entire product line to the extent that those products fall under the definition of "CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES".

1.29 If applicable, Contracts will be awarded to Bidder(s) able to provide a submission to meet the entire needs of the NJPA member in the product and service area of this IFB. NJPA prefers Bidders submit their complete product line of equipment, supplies and services described in the scope of the bid. Bidder(s) with a published priced catalog may submit the entire catalog. NJPA reserves the right to reject specific products within the catalog or Line-Item Pricing item as a part of the award.

1.30 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 education agencies, and all non-profit organizations nationally.

1.31 The equipment, products and services are to be available at a quality level set by industry standards. A specification must be accepted as a minimum industry standard. No industry specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the NJPA member.

1.32 In order to allow NJPA the opportunity to evaluate each bid thoroughly, NJPA requires that any response to this solicitation be valid and irrevocable for ninety days after official deadline for submission of bids.

E. SPECIFICATIONS FOR PRODUCTS AND SERVICES BEING BID

1.33 The specifications for this IFB shall be those accepted guidelines set forth by the **CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES** industry as they are generally understood and accepted within that industry nationally. Submitted products and equipment and their warranties are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and NJPA Members. If the Bidder deviates from the industry standard specifications for NJPA type Members, reasons must be stated for such deviation and why, in their opinion, the equipment, supplies and/or services they bid will render equivalent functionality, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.

1.35 Important note: NJPA will not be offering specific product and service specifications, rather NJPA is requesting an industry standard or accepted specification for the requested products and services.

1.36 All product specifications submitted in the Bidder's response are expected to meet the goals and intent of the IFB, the current and future needs of the NJPA Members, and the industry standards for **CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES**. It is important that the products submitted are the products, supplies and equipment typically and traditionally requested by NJPA or NJPA Members.

1.37 Bidders will be expected to exhibit an understanding of industry standards, where their products rank with respect to those standards, and the present and future needs of NJPA and NJPA Members. This IFB is designed to meet and/or exceed all current, common, and customary national industry standards or required specifications as understood within this industry. Bidders must exhibit an interest and ability to provide for the future needs of NJPA and NJPA Members with respect to technological advancements in this industry. Bidders should exhibit a visionary interest and plans to provide product and service expansion as the needs and requirements of the NJPA Members advance through new technology or product features. Bidders will be expected to provide industry standard products, services, warranties, and installation for all goods and services offered.

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

1.39 All bids shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Bidder's "Hot List" described herein.

1.40 All products and services delivered shall be free of all liens.

1.41 All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, the National Fire Protection Association Standards and any other applicable safety codes.

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

response.

1.43 The Bidder/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 parts and labor. The Bidder has the primary responsibility to submit, as a part of Tab 4, product specific warranty as required and accepted by industry standards. Vendors/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.

1.44 The Bidder/Vendor warrants all goods and services furnished hereunder will be free from defects in design, materials, and workmanship, and will conform in all respects to the terms of this IFB including any specifications or standards. In addition, Bidder/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

F. CERTIFICATION – FIRM OFFER TO CONTRACT

1.45 By signature in the offer section of the contract award page, the Bidder certifies:

1. The submission of the offer did not involve collusion or any other anti-competitive practices;
2. The Bidder/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 Bidder 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 Bidder agrees to promote and offer to Members only those products 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.

1.46 A response to this IFB is an offer to contract with the NJPA based upon the goals, intent, terms and conditions, and scope of products and services contained in and referenced to in this invitation.

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

2. DEFINITIONS

A. BIDDER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Bidder must exhibit the ability to offer an outstanding overall program, demonstrate the ability to serve NJPA Members in all 50 states, and as requested in this IFB.

2.2 Potential Bidder- A person or entity requesting a copy of this IFB.

2.3 Bidder- A person or entity delivering a timely response to this IFB.

2.4 Vendor- A Bidder who's bid has been awarded AND has successfully completed a Vendor Contract.

2.5 Sub-Contractor- A sub-contractor is an individual, entity or organization engaged by a Vendor in providing all, or any part of, the products or services contemplated herein. NJPA and NJPA Members

reserve the right to refuse the use of any Sub-Contractor engaged by the Vendor. Vendor assumes all responsibility for the products and actions of any such Sub-Contractor.

B. JOINT EXERCISE OF POWERS LAWS-

2.6 Minnesota Statute 471.59 provides for the joint exercise of powers which are common to any two units of government by action of their governing bodies. Many other states have enacted the same, or similar, legislation. NJPA Members relying on this legislation must execute a “Joint Powers” or membership agreement with NJPA. NJPA has developed such an agreement in compliance with Minnesota Law and will review and consider appropriate alterations to this document to facilitate compliance with the laws of another state.

C. NJPA MEMBERS

2.7 A Potential NJPA Member is defined as any unit of government, education, or non-profit organization nationwide. 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.

2.8 Membership Agreements between the NJPA and its Members (and, if applicable, affiliate members), are intended to be written according to the laws of the State of Minnesota.

D. Agreement

2.9 “Agreement” as used herein shall mean cumulative documentation consisting of this IFB, an entire Bidder’s response, a fully executed “Acceptance and Award”, and a fully executed “Vendor Contract” received by NJPA in response to this IFB.

3. INSTRUCTIONS TO PREPARING YOUR BID

A. FORMAT FOR BID SUBMITTAL

3.1 Potential Bidders will send responses to a single receiving point of contact at NJPA.

3.2 Portions of the bid response must be prepared using the software requested in this IFB. Bidders are required to respond to the portions of this IFB using Microsoft Excel, Microsoft Word and Adobe Acrobat. Responses submitted solely by electronic communication means are not acceptable. Bidders must submit a hardcopy printout of their bid and an electronic copy. Portions of the deemed by the Bidder to be too large to effectively print may be submitted in electronic format only.

3.3 Bidders responding to this IFB will prepare two paper and two electronic/digital (CD) copies of their bid response.

3.4 All bids shall be on the forms provided or on forms that duplicate the information, tabbed and organized as requested below. Telegraphic, electronic mail or fax machine bids cannot be considered.

3.5 The bid documents must be submitted with original blue ink signatures by one or more person(s) authorized to sign for the Bidder. The person signing the bid must initial erasures, interlineations or other modifications made on the bid document. Failure to properly sign the bid documents or to make other notations as indicated may result in rejection of bid or deemed to be non-responsive.

3.6 Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid documents. Corrections and/or modifications received after the opening time will not be accepted, except

as authorized by applicable rule, regulation or statute and NJPA.

3.7 In case of an error in extension of prices in the bid, unit prices shall govern.

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

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

3.10 Two (2) complete originals of the bid response shall be submitted on the forms, and in the format contained in this IFB. The bid shall contain all descriptive literature, specifications, samples, etc. Only one bid bond is required and is to be placed in an envelope in the left pocket of one of the folders along with the original bid documents D & E requiring signatures. Label envelope "Bid Bond Enclosed."

3.11 All bids shall be submitted in three-ring binders. Parts of the bid, as identified herein, shall be submitted in digital format (CD ROM), sectioned in the same manner as the printed version, and placed in the left pocket of the three-ring binder.

3.12 The forms and format as contained in this IFB shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be organized and presented in the order requested. All bids must be completed in ink, on a computer or be typewritten. No pencil submissions are allowed. Forms may be filled in by hand, but should be printed. (NJPA will not be responsible to decipher cacographical handwriting.)

B. IDENTIFICATION OF KEY PERSONNEL

3.13 Vendor will designate one individual who will represent the awarded Vendor to the NJPA during the contract period. 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.

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

C. BIDDERS EXCEPTIONS TO TERMS AND CONDITIONS

3.15 In preparing the bid and signing the Bid Acceptance form, the Bidder accepts all sections of the bid as presented. Should the Bidder take any "exceptions" to this IFB, a summary of those items must be included in the response, noted and summarized on Form C (Exceptions) to be considered valid.

3.16 Bidder must identify in writing in this IFB any contingencies prior to approval.

3.17 Any deviation from requirements indicated herein must be stated in writing and included with the bid submittal. Otherwise, it will be assumed that bids are in strict compliance with all requirements and any successful Bidder will be held responsible therefore.

3.18 Terms of this IFB that any Bidder considers particularly unwarranted and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.

3.19 Deviations or exceptions stipulated in Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification.

D. FORMAL INSTRUCTIONS TO BIDDERS

3.20 Submission of completed Bid questionnaire and all Bid forms shall be completed in full as requested. All Bid forms must be clearly typed, written and/or initialed or signed at the bottom of the page when applicable with blue ink by the person signing the Bid or an authorized agent. Submission of services, related services and products as it relates to this IFB request. See section H form F.

3.21 All Bidders Response forms must be clearly typed, written and/or initialed with blue ink by the person signing the Bidder's Response. A separate attachment answering the Bidder's Questionnaire form is acceptable. Submission of services, related services and products as it relates the specifications to this IFB request. Value added products and services are acceptable as it relates to the specific product and services requested.

3.22 It is the responsibility of the Bidder to be certain that the bid submittal is in the physical possession of NJPA on or prior to the deadline for submission of bids. Bids must be submitted in a sealed envelope or box properly addressed to NJPA with the bid number, bid category name, the deadline for bid submission, and Bidder's name and address clearly indicated on the outside of the envelope or box. NJPA cannot be responsible for late receipt of bids. Bids received by the correct deadline for bid submission will be opened and the name of each Bidder and other appropriate information will be publicly read.

E. CONTENTS AND TABBING OF BID SUBMISSION

3.23 In order to insure that every bid receives a fair evaluation and comparison, it is required that each Bidder tab and label their bid in the following manner:

Step One: Obtain two three-ring binders and two sets of six index dividers.

Step Two: Prepare a Table of Contents with the index dividers in the following order:

INSIDE FRONT COVER (pocket)

- **Original executed forms D,E,H&I.**
- **Electronic submission of bid.**

Tab 1: Company Information and Bid Intention

- **Company Information Form B**
- **Copy of the Signed Bid, Acceptance of Bid and Contract Award Form D**
- **Executive Summary (a one page description of what you are bidding on and how your offer will best meet the needs of NJPA Members)**
- **Copy of the Bid Affidavit Bidder Compliance and acceptance of all terms and conditions and Bidder's information, Signature Page (notarized) Form E**
- **Insurance Certificates**
- **Bid Bond**

Tab 2: Copy of Bid Terms, Conditions and Expectations

- **Copy of each page of the Invitation For Bid in order**

Tab 3: Bidder Qualifications

- **Form A**
- **Company supporting information, stock holders or financial reports**
- **Any applicable or required license documentation**
- **Human Rights Certification- Form H**
- **Immigration Status Certification Form I**
- **Liability Insurance Documents**

Tab 4: Cost Submittal

- Price discounts for categories
- Value added submittals in Line-Item Pricing format and/or language describing the value added, if applicable
- Shipping program
- Volume incentive program
- Warranty documents
- Sourced Goods pricing factor

Tab 5: Questionnaire and Exceptions to Bid

- **Exceptions to Terms and Conditions and Bid Expectations Form C**

Tab 6: Marketing Plan

- Bidder's Marketing Material
- Marketing plan
- Related company and product marketing material
- Copy of signed **Bidder's Checklist Form F**

Step Three: Complete Bidder's Checklist Form F and sign all required documents as indicated. Sign and place originals of Forms D and E in an envelope in the pocket inside the front cover of your bid response binder. Place an electronic copy of the entire bid response recorded on a Compact Disc (CD) and place that CD in the pocket inside the front cover of your bid response binder. Send your bid so that it arrives on or before the required time and date in the Central Time Zone. Bids must be submitted in a sealed envelope/package with the bid number, category, and the deadline for bid opening clearly marked on the outside.

Step Four: Before you seal your bid, ask yourself this question, "Did I state my very best prices and overall program in this NJPA Bid response?" Be sure the cover sheet is signed and that all forms are enclosed. After verifying this has been done, make a copy of the bid for yourself. Submit your bid as requested.

F. QUESTIONS AND ANSWERS ABOUT THIS IFB

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

3.25 Submit all questions about this IFB, in writing, referencing "CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES" to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or gregg.meierhofer@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-5473 to determine if addenda have been issued or to request copies of the IFB. Requests for additional information or interpretation of instructions to Bidders or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Bidders 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. CST of the seventh (7th) day prior to bid due-date cannot be answered.

3.26 If the answer to a question is deemed by NJPA to have a material impact on other Inquirers or the IFB itself, the answer to the question will become an addendum to this IFB.

3.27 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 Inquirers or the IFB itself, no further documentation of that question is required.

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

3.29 Addenda are written instruments issued by the NJPA that modify or interpret this IFB. All addenda issued by the NJPA shall become a part of the IFB. Addenda will be delivered to all Potential Bidders using the same method of delivery of the original IFB 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 Bids" and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of bids, except an addendum withdrawing the request for bids or one that includes postponement of the date of receipt of bids. Each Potential Bidder shall ascertain prior to submitting a Bid that it has received all addenda issued, and the Bidder shall acknowledge their receipt in its Bid Response.

3.30 An amendment to a submitted bid must be in writing and delivered to NJPA no later than the time specified for opening of all bids.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED BID

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

H. VALUE ADDED ATTRIBUTES, PRODUCTS, AND SERVICES

3.32 Value-Added Services are items and services offered in addition to the product being bid which adds value to those items being bid. 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 does not have the ability to perform these functions.

3.33 The opportunity to indicate value added dimensions and such advancements will be available in the Bidder's Questionnaire and Bidder's product and service submittal and must be tabbed under Tab 4.

3.34 Valued added products and expanded services, as they relate to this IFB, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of **CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES** and advances to provide products, supplies, equipment and services 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 and complements the products, equipment, services and training. Value added could include areas of product and equipment 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 IFB.

3.35 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. Dealer or Supplier networks) involved in carrying out the activities

invited.

3.36 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products and services they purchase. Please identify any “Green” characteristics of the goods and services in your bid and identify the sanctioning body determining that characteristic.

3.37 NJPA, NJPA Members, and Vendors alike are responsible for being good stewards of the planet we share. Vendor’s are asked to, not only provide green products, but also to notify NJPA and NJPA Members of the green characteristics of those products. With this information NJPA and NJPA Members have the opportunity to both choose green products and comply with certain green regulations and initiatives.

3.38 Green characteristics for products offered should be identified in the “Value Added” section of your bid submission. Positive consideration will be given to a Bidder’s “Green” programs and attributes.

I. BID BOND

3.39 A bid bond in the amount of \$10,000 (or a cashier’s check payable to NJPA in the same amount) will be required of all Bidders to secure the Bidder’s performance in completing the “Agreement” contemplated herein. The bid bond (or cashier’s check) will be released to the Bidder upon successful completion of a Vendor Contract to the satisfaction of NJPA. If a bid bond is provided it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioners in all 50 states to transact surety insurance during this calendar year).

- ACCEPTABLE BID BOND MUST BE PROVIDED WITH THE BID SUBMITTAL.
- INDUSTRY STANDARD DOCUMENTS ARE ACCEPTABLE.
- A SURETY THAT IS RATED AT LEAST A OR EQUIVALENT BY A MAJOR RATING COMPANY SHALL ISSUE BID BOND.
- THE BID BOND SHALL IDENTIFY NJPA AS THE OBLIGEE.
- THE BID BOND SHALL HAVE THE BIDDER IDENTIFIED AS THE OBLIGOR.
- THE BIDDER SHALL AGREE TO PROVIDE THE BASIC BID BOND ACTIVE UNTIL VENDOR CONTRACT HAS BEEN EXECUTED WITH NJPA. THE BIDDER ALSO AGREES TO ALLOW NJPA TO RETAIN THE CASHIERS CHECK IN THE EVENT THIS IS USED TO MEET THIS REQUIREMENT.
- A CASHIERS CHECK FOR THE STATED AMOUNT IS ALSO ACCEPTABLE TO MEET THIS BID REQUIREMENT AND SHALL BE CONSIDERED EQUAL IN VALUE AND PURPOSE TO A BID BOND.

3.40 THE PURPOSE OF THE NJPA SOLICITATION BID BOND IS TO INSURE THAT THE AWARDED BIDDER FOLLOWS THROUGH IN THE DEVELOPMENT AND ACTIVATION OF A VALID VENDOR CONTRACT WITH NJPA. NJPA RESERVES THE RIGHT TO ACTIVATE THE CASH VALUE OF THE BID BOND OR CASHIERS CHECK IN THE EVENT THE AWARDED BIDDER FAILS TO COMPLETE A VENDOR CONTRACT TO THE SATISFACTION OF NJPA.

J. CERTIFICATE OF INSURANCE

3.41 All Bidders must provide verification of liability insurance coverage with their bid submission. A commercial general liability insurance policy will be required with standard coverage limits of at least \$1 million/\$2 million and standard automobile coverage. Evidence of the required insurance shall be provided by means of a certificate of insurance and tabbed under Tab 3.

Prior to commencing services under this contract, successful Bidder shall provide and maintain during the entire life of this contract a certificate of insurance with the above limits and having NJPA identified as an

additional insured. The coverage is to be maintained in full effect during the term of any contract resulting from this IFB.

K. ADMINISTRATIVE FEES

3.42 Bidder agrees to authorize and/or allow for contracting of administrative fee payable to NJPA in exchange for the facilitation and marketing of this contract to current and potential NJPA Members. The negotiated administrative fee shall be based on a percentage of the dollar volume of all goods and services provided to and purchased by NJPA and NJPA Members. The amount of the administrative fee will be established as a part of the Vendor Contract process. The amount of the administrative fee is intended to be 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 IFB. The opportunity to propose these factors and an appropriate administrative fee is available in the questionnaire part of this IFB.

4. PRICING STRATEGIES

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

4.2 This IFB is an "Indefinite Quantity Unit Price Request" with potential national sales distribution and service. You are agreeing to fulfill contract obligations regarding each item to which you provide a description and a price. If your specification requires additional supporting documentation, describe where it can be found in your submission. If you offer the specification in an alternative fashion, describe your solution to be easily understood. All pricing must be provided in both hard copy, tabbed and organized under Tab 4, and copied on a CD along with other requested information as a part of a Bidder's Response.

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

4.4 Primary Pricing/Secondary Pricing Strategies- All bidders 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. Bidders 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 services are offered at specific individual contract prices. Products and 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 Bidders with a large number of products to bid may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense.

4.6 This will allow our bid review committee, and ultimately our Members, to easily determine the cost of goods and services, as well as, select products and equipment from a menu formatted listing. All Line-Item Pricing items must be numbered, organized, sectioned and easily understood by the bid review committee and members.

4.7 Line-Item Pricing items are to be submitted in an Excel spreadsheet format and are to include manufacturer description, stock number, list price, and contract pricing. The "List Price" is the price

charged to an average government/education buyer absent reductions for cooperative or volume purchasing agreements.

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

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

4.10 Bidders are asked to provide both a “List” price as well as a “Contract Price” in their pricing matrix. “List” price will be the standard “quantity of one” price currently available to government and educational customers at that time.

B. PERCENTAGE DISCOUNT FROM CATALOG

4.11 Percent Discount From Catalog or Category Pricing- A specific percentage discount from a “Base Price” defined as a published manufacturers list, or catalog price for the products or services being bid.

4.12 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 Bidder sufficiently defines those product groupings

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

4.14 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 catalog may be published by the Bidder or by the Bidder’s supplier. “Published” means generally available to a dealer network distributing those products and services being bid in either print or electronic formats where an “Auditor” may verify the “Base Price” of a product bid during the term of a contract.

4.15 When a Bidder elects to use “Percentage Discount from Catalog or Category”, Bidder will be responsible for providing and maintaining current “Base or List Pricing” with NJPA both in their Bid and throughout the term of any contract resulting from this IFB.

4.16 New “Base 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. HOT LIST PRICING

4.17 NJPA also invites the Vendor, at their option, to offer a specific selection of most commonly used products, defined as a Hot List Pricing, at greater discounts than those listed in the standard contract pricing. All product 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. Consideration and valuation points will be given to the most advanced selection of Hot List Pricing products. Providing a “Hot List” of products is optional. Products and services may be added or removed

from the “Hot List” at any time provided that current “Hot List” prices are provided to NJPA at all times.

4.18 Hot List pricing may also be used to discount and liquidate close-out and discontinued products as long as those close-out and discontinued items are clearly labeled as such.

4.19 Throughout the term of the contract Vendor may submit to NJPA Members a close out option or purchasing opportunity on discontinued inventory through the hot list format. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.20 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 Pricing with NJPA.

D. CEILING PRICE

4.21 Bid pricing is to be established as a ceiling price. At no time may the bid products be offered pursuant to this contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to meet the specific needs of an NJPA Member.

4.22 Allowable specific needs may include commitments for certain purchase volume commitments or the establishment of custom programs based on the individual competitive market needs of certain NJPA.

4.23 Additional terms and conditions may be considered if agreed upon by both parties. Visitation of Line-Item contracts with regard to new and expanded products and services, or better pricing will be allowed at any time during this agreement through an addendum submitted to NJPA outlining the contract changes and additions to include complete product/service information and addendum rational. Justification criteria for the addition (s) will be determined by the NJPA when considering the Bidder’s information.

E. VOLUME PRICE DISCOUNTS

4.24 Bidder’s/Vendor’s are free to offer volume and committed volume discounts from the quantity-of-one pricing documented in a contract resulting from this IFB. Volume commitment levels shall be determined between the Vendor and individual NJPA Members.

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 or 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.

F. SOURCED GOODS

4.27 NJPA and NJPA Members may, from time to time, request goods and services within the scope of this IFB which are not included in an awarded Vendor’s line-item listing or “list or catalog.”

4.28 An awarded Vendor resulting from this IFB may “Source” these products for NJPA or NJPA Member to the extent that they:

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

4.28.2 Document the Vendor's "Total Cost of Acquisition" of such Sourced goods, and

4.28.3 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 or NJPA Member.

G. TOTAL COST OF ACQUISITION-

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

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

H. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

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

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

4.32 Bidders 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 IFB.

4.33 NJPA's due diligence in analyzing any request for change is to determine if approval of the request 1) is within the scope of the original bid, and 2) is 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 Member.

4.34 Documenting the "Best Interests of NJPA and NJPA Members" is pretty easy with a product deletion since that product is no longer available and not relevant to the procurement contract.

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

4.36 Our intent here is to get you, the Vendor, to provide and document our 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 you, and we are requiring it in this format.

I. REQUESTING PRICING CHANGES

4.37 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 bid their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies.

4.38 Documenting the “Best Interests of NJPA and NJPA Members” is pretty easy when we are documenting price reductions.

4.39 Price increases, or next generation products and prices at higher cost, are a little more challenging. Everyone desires a healthy partner because unhealthy partners have a tendency to drag everyone around them down as well. Nobody desires a partner who unduly enriches themselves through unnecessary price increases. Your written request for a price increase, therefore, is an exercise in describing what you need and why without making your request appear self enriching. An awarded Bidder will again use the format of a cover letter requesting price increases and their justification by product category. Specific details for the requested price change must be attached to the request letter identifying, where appropriate, both current and proposed pricing. Attachments such as letters from material suppliers announcing price increases are appropriate for documenting your requests here.

J. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.40 Initially, and with each request for addition, deletion, and changes; all products and services available, and the prices for those products and services will be stated on an Excel workbook. The request described above will serve as the documentation for the changes from “Pricing” sheet with an earlier effective date to the “Pricing” sheet with a later effective date.

4.41 Bidder’s/Vendor’s 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.

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

4.43 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 IFB.

K. PAYMENT TERMS

4.44 Payment terms will be defined by the Bidder in the Bidder’s response. Bidders are encouraged to offer discounts for prompt payment. Bidders are encouraged to offer payment terms through P Card services.

4.45 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your bid. Bidder's must submit an example of the lease agreement to be used. Bidders 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 Bidder and the Leasing Company

L. SALES TAX

4.46 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 this Contract.

M. SHIPPING PROGRAM

4.47 Shipping program must be defined and tabbed under Tab 4 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.

4.48 Any cost factors identified in your "Shipping Program" will be considered to be part of "bid pricing".

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

4.50 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.

4.51 Bidders 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.

4.52 A restocking fee may only be charged on products ordered and that have been delivered to the member's site. Restocking fees in excess of 15% will not be allowed; restocking fees may be waived, at the option of the Bidder/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 4.

4.53 Bidder agrees that 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.

4.54 Unless specifically stated otherwise in the "Shipping Program" of a Bidder's response, all prices quoted must be F.O.B. destination, 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.

4.55 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 not 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.

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

4.57 The 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.

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

4.59 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.

5. MARKETING PLAN

5.1 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:

5.1.1 identifies the value delivered in a competitively bid 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 individual IFB's, and

5.1.2 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

5.1.3 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.

5.2 NJPA is seeking the ability to serve all our current and potential members nationwide. The Bidder must demonstrate the ability to both market and service their products nationwide. Please demonstrate that 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.

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

5.3.1 Printed Marketing Materials. Bidder 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 other places.

5.3.2 Press releases and advertisements. Bidder will identify a marketing plan identifying their anticipated press releases, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.3.3 Bidder's Website. Bidder will outline the proposed presence for a contract resulting from this IFB on the Bidder's website. This presence may, however is not required to, include an on-line shopping experience for NJPA and NJPA Members.

5.3.4 Trade Shows. Bidder will outline their proposed involvement the promotion of a contract resulting from this IFB through trade shows. Vendor's are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such contract. Vendors will be required to participate in the following trade shows:

AASA	American Association of School Administrators
NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NACO	National Association of Counties
NIGP	National Institute of Government Purchasing

5.4 Bidder 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 and services to current and potential NJPA Members. NJPA reserves the right to deem a bidder non-responsive or to waive an award based on an unacceptable marketing plan.

5.4 As a part of this response, submit a complete Marketing Plan on how you would help the NJPA rollout this program to current and potential NJPA Members. NJPA requires that 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 dealer training programs involving both Vendor and NJPA staff. NJPA requires awarded Vendors to offer the NJPA contract opportunity to all current and NJPA Members.

6. BID OPENING PROCEDURE

6.1 Sealed and properly identified Bidder's Responses for this IFB entitled "**CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES**" will be received by Gregg Meierhofer, Coordinator of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and opening of bids **2:00 p.m. on October 29, 2008**. The NJPA Director of Business Development, or Representative from the NJPA Bid Review Committee, will then read the Bidder's names aloud. A summary of the responses to this IFB will be made available for public inspection in the NJPA office in Staples, MN. **Specifications are available for pick up or mail delivery beginning September 29, 2008 and continuing until 4:00 p.m. on October 20, 2008.** A letter or e-mail request is required to receive a complete IFB. Interested Bidders may register and request a copy of this IFB at www.noticetobidders.com. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or gregg.meierhofer@njpacoop.org to receive a complete copy of this IFB. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Bid Submissions or requests for IFB are invalid and will not receive consideration. All Bid Responses must be submitted in a sealed package. The outside of the package shall plainly specify "**CLASSROOM AND**

EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES” To avoid premature opening, it is the responsibility of the Bidder to label the Bid Response properly.

7. EVALUATION OF BIDS

A. THE BID EVALUATION PROCESS

7.1 NJPA will use a 1000-Point Evaluation System to help determine the best overall Bidder(s) selection. Bonus points may be available for specific bid 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. 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 1000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Bidder stipulates exceptions, exclusions or limitations of liabilities.

7.4 To qualify for the final evaluation, a Bidder must have been deemed responsive as a result of the criteria set forth under “Bidder 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 Bidder(s) based on the recommendations of the Bid Review Committee.

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

B. BIDDER RESPONSIVENESS

7.7 Bidder’s Responses received after the deadline for bid submission will be invalid and returned to the Potential Bidder unopened.

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

7.9 Deviations or exceptions stipulated in Bidder’s response may result in the bid being classified as non responsive.

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

7.11 **The Bid Review Committee shall utilize the following criteria to evaluate all bids received. Items 1-4 constitute the test for “Level One Responsiveness” and are determined on the bid 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 bid response is received prior to the deadline for submission.
2. The bid package was properly addressed and identified.

3. The bid response contains the required bid bond.
4. The bid 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 Bidder that meets or exceeds those set within the solicitation.
7. Information from references and past performance information (PPI), including past member approval.
8. Demonstrates that they offer the most current industry standard products and/or services.
Yes/No
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates that their products 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 that the company possesses the background, knowledge, capacity and ability to sell, deliver and support products and services offered to Members.
13. Has provided documentation defining, outlining and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded contract.
14. Has provided all of the required and applicable documentation required i.e. bid bond, insurance certificates, licenses and/or registration certificates required to do business nationally. Yes/No
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products, services and warrantees provisions with their associated units of costs.
16. Hot Basket Pricing of the most commonly purchased items in a Line-Item Pricing format (where applicable).
17. Contract Pricing submitted as requested to include Line-Item Pricing and/or Percentage Discount From Catalog or Category Pricing.

C. BID EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply equipment, supplies or services to meet these specifications, that 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 Bidder Information and Questionnaire.

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

7.15 The Bidder 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 bid evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Bidder 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 bid will be positively reviewed.

7.18 Consideration will also be given to bids demonstrating technological advances, provide increased

efficiencies, expanded service and other related improvements beyond today's standards.

7.19 Strong consideration will be given to a Bidder's past performance, distribution model, and their ability to demonstrate 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 Bidder's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this IFB as defined by industry standards.
2. Prior knowledge of and experience with a Bidder in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of the NJPA and NJPA Members.
4. Evaluation of Bidders' ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Bidder.
6. Nature and extent of company data furnished in Bidder's Response.
7. Quality of products, equipment and services offered including value added related services.
8. History of member service NJPA and 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 the shipping and delivery of products and 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. Warranty and product/service responsibility.

7.22 The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow other future instructions should they receive an award as a result of this solicitation. Any contract between NJPA and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid 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 bid will be evaluated as a sample of data submission.

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

7.24 The NJPA reserves the right to reject the Bidder's Response of the apparent successful Bidder 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 IFB and potential contract.

7.25 The NJPA shall reserve the right to reject any or all bids. NJPA also reserves the right to reject a bid not accompanied by required bid bond, other data required by this IFB, or if a Bidder's response is incomplete or irregular. The NJPA shall reject all bids where there has been collusion among the Bidders.

7.26 Overall Evaluation (FORM G)- The NJPA Bid Review Committee will evaluate bids received based on a 1000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of that criteria by assigning possible scores for each item.

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

being reviewed.

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 that 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 Bidder for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products shall be selected by the NJPA bid 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 Bidder will receive the full point value and all other Bidders will receive points as follows: Lowest price Bid=5 (where there are five bidders), and inferior bids = 4, 3, 2, 1 points each. The Total Score for each bidder 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 The NJPA reserves the right to request and test products and/or services from the apparent successful Bidder. Prior to the award of the contract, the apparent successful Bidder, if requested by the NJPA, shall furnish current information and data regarding the Bidder's resources, personnel and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

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

G. WAIVER OF BID FORMALITIES

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

8. POST AWARD OPERATING ISSUES

A. VENDOR CONTRACT

8.1 The awarded Bidder will be required to enter into a Vendor Contract with NJPA identifying Vendor and NJPA marketing responsibilities, product and service order and payment flow responsibilities, and the establishment of the administrative fee payable by Vendor to NJPA for the facilitation of the contract. In the event the awarded Bidder and NJPA are not able to come to an agreement about a Vendor Contract, NJPA reserves the right to reject the awarded Bidder, or make the award to the next responsive Bidder based on the 1000 Point Evaluation System. NJPA also reserves the right to exercise the bid bond and retain the funds in the event the Bidder fails to enter into a contract with NJPA within 60 days after the NJPA Board of Directors has made the award.

8.2 Successful Bidder(s) will be notified that their Bidder's Response has been recommended for award by the NJPA Review Committee. The recommended Bidder and the NJPA contract department will then work out details of the Vendor Contract implementation including:

- Signing the contract
- Marketing plan
- Order processing procedures
- Contract marketing activities
- Contract management for the Vendor and the NJPA
- Marketing material, advertising, flyers, website access, etc.
- A commitment by the Vendor to attend and promote a resulting contract through the use of a display booth at four or more national trade shows. NJPA and Vendor will jointly select the trade shows to attend.

8.3 All terms and conditions contained in this IFB including pricing shall be considered a part of the Vendor Contract.

8.4 The Vendor Contract represents the final written expression of Agreement.

B. SUBSEQUENT AGREEMENTS

8.5 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 Agreement. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to an Agreement resulting from this IFB. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.6 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.

8.7 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 IFB.

8.8 Specialized Service Requirements- In the event that service requirements or specialized performance requirements which are not included in this Contract such as e-commerce specifications, specialized delivery requirements (inside or desktop delivery), individualized requirements for on campus delivery, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from this Contract. 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.

8.9 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.

C. NJPA MEMBER SIGN-UP PROCEDURE

8.10 Awarded Vendors must agree to cooperate and participate in the NJPA Membership process as part of connecting NJPA members to NJPA contracts. The process to sign up new Members to purchase under this Contract will be defined during the development of the Vendor Contract. This process will establish the best practice to meet the objective of this IFB effectively.

8.11 Potential NJPA Members, as identified in Minnesota Statute 123A.21 may request membership with NJPA.

- Potential members can complete their membership through on-line submission, or through a printable form available on-line at njpacoop.org.
- NJPA Members requesting a change from their current agreement must execute a new "Member Sign-up Form".

8.12 As part of the contract award, it is the responsibility of the Vendor to facilitate the membership process.

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

D. REPORTING OF SALE ACTIVITY

8.14 A report of the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this IFB 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, a description of the items purchased.

E. AUDITS

8.15 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.

F. TERMINATION OF CONTRACT RESULTING FROM THIS IFB

8.16 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 Agreement.
- The Vendor fails to report quarterly sales volume;
- The vendor fails to actively market this contract within the guidelines provided in this IFB and the expectations of NJPA.

8.17 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.

8.18 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.

8.19 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.

8.20 The NJPA reserves the right to cancel or suspend the use of any contract resulting from this IFB if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this contract, the Bidder/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 term of the valid contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this contract.

8.21 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.

8.22 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 Bidder to this IFB 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.

8.23 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 this agreement 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 this agreement to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

ADVERTISEMENT OF THIS IFB

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 "Noticetobidders.com", and it shall be posted to other third-party websites deemed appropriate by NJPA.

ADVERTISING OF A CONTRACT RESULTING FROM THIS IFB

9.2 Bidder/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.

APPLICABLE LAW

9.3 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 bidding regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

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

9.6 Each party agrees that 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 This solicitation, as well as any resulting agreement, is issued under the general authority granted to NJPA under the laws of the State laws of Minnesota (see Procurement Code).

9.8 Vendor agrees to comply with all Federal requirements as applicable to the sale of products included in this Contract. Where Federal agreements or grants provide funding to NJPA Members, upon request, Vendor will review any Federal Acquisition Regulations and other appropriate representations and certifications and inform the NJPA Member whether Vendor is compliant.

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

9.10 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.

9.11 All Vendors shall comply with all applicable local, state and federal laws, and regulations while fulfilling the requirements of this IFB and any awarded contract. It is the Bidder's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products identified in this IFB and any awarded contract. Applicable laws and regulations (etc.) must be followed, even if not specifically identified herein.

ASSIGNMENT OF CONTRACT

9.12 No right or interest in this contract shall be assigned or transferred by the Bidder/Vendor without prior written permission by the NJPA. No delegation of any duty of the Bidder/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.

9.13 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.

BIDDERS LIST

9.14 NJPA will not maintain or communicate to a bidders list. All interested bidders must respond to the solicitation as a result of one of the methods of bid 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 bids.

BIDDERS RESPONSE

9.15 A Bidders Response is the entire collection of documents as they are received by NJPA from a Potential Bidder in response to this IFB.

CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.16 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.

CONFIDENTIAL INFORMATION

9.17 If a Bidder wishes to withhold any part of its bid from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. The NJPA shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Executive Director of the NJPA shall inform the Bidder, in writing, of such determination prior to award of contract to Bidder.

CREDIT LIMIT

9.18 In the event NJPA is involved in the billing process, NJPA is requiring a reasonable line of credit. The Vendor must agree not to place the NJPA on "credit hold" without ten (10) days advanced notice by either letter or facsimile. Before the NJPA can pay a Vendor's invoice, it must collect payment from its Member school district or political subdivision, or governmental entity that received the product and/or service.

CURRENCY

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

DATA PRIVACY

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

ELECTRONIC ORDERING (OPTIONAL)

9.21 Web-based electronic ordering systems are viewed as favorable.

ENTIRE AGREEMENT

9.22 All terms and conditions of this IFB and the entire Bidder's response are to be considered a part of the resulting Vendor Operating Contract.

9.23 A contract is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D), and a Vendor Contract is executed by both NJPA and the awarded Bidder.

FORCE MAJEURE

9.24 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 sheers, 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 this agreement. Force majeure shall not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

GRATUITIES

9.25 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 Bidder/Vendor or any agent or representative of the Bidder/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. However, paying the expenses of normal business meals or travel to meetings as described and allowed by law, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of products provided to the NJPA for demonstration, evaluation or loan purposes are not considered gratuities.

HAZARDOUS SUBSTANCES

9.26 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.

LEGAL REMEDIES

9.27 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.

LICENSES

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

9.29 All responding Bidders must be licensed (where required) and have the authority to sell and distribute offered products to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested under Tab 3.

MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

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

NON-WAIVER OF RIGHTS

9.32 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 this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

PROTESTS OF AWARDS MADE

9.33 Protests shall be filed with the NJPA's Coordinator of Bids and Contracts and Director of Business Development and shall be resolved in accordance with appropriate state statutes of Minnesota. 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 Bidder is not a responsible Bidder. 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 IFB number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the bid form of relief sought.

PROVISIONS REQUIRED BY LAW

9.34 Bidder/Vendor agrees that in the performance of this Contract, it has complied with or will comply with all applicable statutes, laws, regulations and orders of the United States and any State thereof.

PUBLIC RECORD

9.35 All bids 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. Bids may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

RIGHT TO ASSURANCE

9.36 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 that 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.

SUSPENSION OR DISBARMENT STATUS

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

HUMAN RIGHTS CERTIFICATE

9.38 If Bidder 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, Bidder must provide a statement to that effect.

9.39 If Bidder 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, Bidder must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Bidder must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Bidder's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.40 If Bidder 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, Bidder must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

E. BIDDER QUESTIONNAIRE

Form A

BIDDER QUESTIONNAIRE

Bidder Name: _____

Questionnaire completed by: _____

Please answer all questions and address all requests made in this IFB. Supply any applicable supporting information and documentation. Organize your answers, documentation and information under the questionnaire response (Tab #5). All information must be typed, organized and easily understood by evaluators. Limit your answer and documentation as they directly relate to this IFB. This questionnaire may be reprinted to create space needed to answer each question, or delivered in a format established by the Bidder provided it is organized and easily understood.

- 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 IFB.
- 3) Provide a brief history of your company that includes its goals and philosophy.
- 4) Indicate the number of years your company has been in the **CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES** industry.
- 5) List and document recent industry awards and recognition.
- 6) Is the Bidder a distributor, manufacturer, manufacturer aggregate, or a re-seller of the products and services being bid?
- 7) If the Bidder 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 bidding.
- 8) For public companies, provide your most recent annual report to shareholders.
- 9) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.
- 10) Supply three performance reviews 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.
- 13) Provide profiles of key executives of your company that will oversee the implementation and operation of a contract resulting from this IFB.
- 14) Supply an organizational chart for your **sales force** including names and contact information for the management levels of your sales department, and describe their territories. Are these individuals the Bidder's employees, independent contractors, or employees of a third party?
- 15) Supply an organizational chart for your **service force** and dealer network including names and contact information for the management levels, and describe their territories. Are these individuals the Bidder's employees, independent contractors, or are they employees of a third party?
- 16) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
- 17) Identify any areas of the United States you will **NOT** be serving.
- 18) Identify your ability and willingness to service Canada specifically, and internationally in general.
- 19) Describe your customized 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.
- 21) Will your company offer and promote the NJPA contract to **all** current and prospective NJPA Members?

- 22) Describe your use of the internet to provide marketing and product awareness.
- 23) Describe your perception of NJPA's role in marketing the partnership and products and services.
- 24) Describe the unique quality of the products in your bid in relationship to others available in the market.
- 25) Describe any training programs available as options for members.
- 26) Describe technological advances your bid products offer.
- 27) Describe your "Green" program as it relates to your company, your products, and your recycling program.
- 28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization or for related manufacturer or distributor directly involved in a contract resulting from this IFB.
- 29) Identify any applicable leasing or other financing options as defined herein.
- 30) Identify any service contracts included in the bid price, or offered as a bid option, for the products or services being offered.
- 31) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
- 32) Do all warranties cover all material and labor?
- 33) Do warranties impose usage limit restrictions?
- 34) Do warranties cover the technicians travel time to perform warranty repairs?
- 35) Please list any other limitations or circumstances that would not be covered under your warranty.
- 36) 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?
- 37) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Bidder.
- 38) Identify all government procurement contracts held or utilized by the Bidder with any State of the United States.
- 39) Identify any GSA Contracts held or utilized by the Bidder.
- 40) Briefly describe the products, equipment, and services you are offering to NJPA Members through this bid.
- 41) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is not included "Pricing" submitted with your bid response. Identify to whom these items are payable and their relationship to Bidder.
- 42) Identify the Bidder'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.
 - 3) Briefly describe your business plan and your proposed order process for this bid award and contract. (Note: order process may be modified or refined during the final contract phase of this IFB process.
- 44) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.

Prices offered in this bid are:

 - _____ a. The same as we offer on single school district bids.
 - _____ b. The same as we offer to cooperatives and state purchasing departments.
 - _____ c. Better than we offer to purchasing cooperatives or state purchasing departments.

(Your bid will be considered "Non-Responsive" if this question is not answered.)
- 45) Do you offer quantity or volume discounts? ____ YES ____ NO Outline guidelines and program.
- 46) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.

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

RESPONDING COMPANY INFORMATION

Form B

BIDDER INFORMATION

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

Voids sometimes exist between management (those who respond to IFBs) 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 bid awards as set forth in the Minnesota Procurement Code, competitive sealed bids/awards will be made to responsible Bidders whose bids 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 Bidder must have been deemed responsive as a result of the criteria set for "Bidder Responsiveness." A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: _____

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

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	25	
Pricing	300	
Qualifications as a responding vendor	50	
References and past performance information (PPI), to include past member approval	25	
Selection and variety of products and equipment and manufactured products offered.	225	
Value added features of overall vendor program as developed to best serve the NJPA Member's purchasing experience.	125	
Industry standard market place successes and reputation.	75	
Ability to sell, market, and service NJPA Members through a national distribution network of authorized sales reps, field reps, and telemarketing.	100	
Industry standard product and/or service awards	25	
Description of national cooperative marketing program to be facilitated in cooperation with NJPA to promote contract.	25	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders WBME or SBE characteristics	50	
Overall Evaluation Points		0

Reviewed by: _____ Its _____

_____ Its _____

H. BIDDER RESPONSE CHECK LIST

Form F

Yes

No

Understand General Instructions, IFB Procedures and Vendor Contract

Understand requested Product Guidelines and Bidder's Response Expectations

SPECIFICATIONS AND BID FORMS

Bid Submittal Organization and Check List

1. In order to ensure that every bid receives a fair evaluation and comparison, it is required that each bid be organized in the following manner: a three-ring binder with an inside pocket and a set of six index dividers is required.
2. It is suggested that the Bidder preparing a response check off each required item as it is completed. The same list will be used by NJPA evaluators to ascertain that the bid is complete.
3. Any submittals too large to secure in a binder must be clearly labeled with the name of the Bidder.
4. Two original copies of the bid shall be submitted.
5. Data must be provided on electronic media (flash drive or Compact Disc), when applicable, and a hardcopy printout of the required forms shall be signed and submitted with the bid. Electronic media shall be placed in a protective pouch and clearly identified with the Bidder's name, name of the bid and date. Electronic price lists shall be in Microsoft Excel and shall allow for sorting on any of the fields listed below. Other documents may be submitted as Microsoft Word or PDF files.

All original documents with signatures required shall be original signed with ink.

Divider Tab	Form	Description	Signature Required	Hard Copy	Word or PDF File	Excel File
5	A	Questionnaire for Responders	X	X	X	
1	B	Bidders Company Information	X	X	X	
5	C	Exception to Terms, Conditions and Specifications	X	X	X	
1	D	Copy Bid & Acceptance Signature	X	X	X	
4		Pricing for products and overall program to include Value added, Warranty documents, leasing and other financing programs		X		X
3		Bidder qualification documents Financial or stock holder reports License documents		X		
Left Pocket		Bid bond, or check, for \$10,000.00 Labeled CD(s) or flash drive(s)		X		X
1	E	Bidder assurance of compliance (Hard copy notarized)	X	X		
6		Product marketing material Bidder's checklist Form F		X		
2		Copy of bid in page order		X		
Left pocket		Forms D & E signed original documents in envelope	X	X		

_____ *All questions have been answered and data provided as requested. (Omissions and errors can cause bids to be rejected.)*

Signature (Same signature as on Bid Affidavit Signature and Acceptance Form) _____

J.

**Bid Offering
And Acceptance and Award
IFB #102908**

FORM D

CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES

Bid Offering (To be Completed Only by Bidder)

In compliance with the Invitation for Bid (IFB) for CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined the IFB 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 and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

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 bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. NJPA will now offer to establish a Vendor Contract with you. As the awarded Bidder, you are hereby cautioned not to commence any billable work or provide any goods or services under this contract until a Vendor Contract is fully executed. The Vendor Contract will serve to further define responsibilities of the parties with regard to marketing, administration fees, order process, reports, marketing, and final terms and conditions. By execution of the Vendor Contract, the parties intend this IFB, Bidder's response to IFB, and Vendor Contract to constitute the final and complete Agreement between the NJPA and the awarded Vendor. No other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. The term of the Agreement shall commence on the date of this award and continue for a maximum term of 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: _____

NJPA Authorized signature: _____

Title: _____

awarded this _____ day of _____ **Contract Number # 102908**

K. BIDDER ASSURANCE OF COMPLIANCE

Form E

Bid Affidavit Signature Page

AFFIDAVIT

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

1. The signer below is authorized to act on behalf of, and encumber the "Bidder", and
2. To the best of my knowledge, no Bidder or Potential Bidder, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Bidders, Potential Bidders, 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 IFB which tends to, or does, lessen or destroy free competition in the letting of the contract sought for by this IFB, and
3. The Bidder 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 bidding or award of the referenced contract, and
4. Neither I, the Bidder, nor, any officer, director, partner, member or associate of the Bidder, 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 Bidder 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 bid submittal, and
6. If awarded a contract, the Bidder will provide the products, equipment and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this IFB, Bidder offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this defined IFB under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per IFB, only new, unused and first quality products and services to designated NJPA Members, and
8. The Bidder has carefully checked the accuracy of all items and listed total price per item in this bid. In addition, the Bidder accepts all general terms and conditions of this IFB, including all responsibilities of commitment and delivery of services as outlined, and
9. Accompanying this bid is a bid bond for \$10,000.00, or a cashier's check payable to NJPA in the same amount, the same being subject for forfeiture in the event of default as identified by the undersigned, and
10. In submitting this bid, it is understood that the right is reserved by the NJPA to reject any or all bids and it is agreed that this bid may not be withdrawn during a period of 90 days from the time of the opening date, and
11. The Bidder 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
12. If Bidder has more than 40 employees in the state in which their principal place of business is located, Bidder 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 Bidder'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

HUMAN RIGHTS CERTIFICATION

Bidders must indicate in which category below they belong and provide the appropriate attachment indicated.

_____ Bidder has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota.

Bidder must provide a statement to that effect.

_____ Bidder 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.

Bidder must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Bidder must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Bidder's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

_____ Bidder 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.

Bidder must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

Bidder Name _____

By _____ **Its** _____

Dated _____

Form I

State of Minnesota — Immigration Status Certification

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

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

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

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

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

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

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

Bid Award Recommendation(s) for NJPA Membership Approval

The following are the recommendations of the Bid Review Committee regarding IFB #102908 for the
procurement of

CLASSROOM AND EDUCATIONAL FURNITURE AND FURNISHINGS WITH RELATED ACCESSORIES.

The Bid Review Committee for this IFB consists of:

Chairman:

Member:

Member:

Member:

The findings of the Committee are as follows:

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

B. Methodologies used by the committee for evaluation:

C. Bids recommended for approval with reasons for recommendation:

It is therefore recommended by the Bid Review Committee that a contract be approved for the above Bidder(s). A Vendor Contract will be established with the following Bidder and recommended use by participating member agencies

1.

2.

3.

4.

5.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 8th day of December 20 09

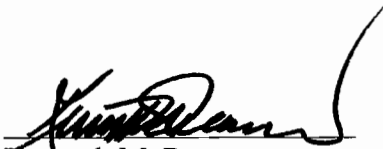
the following, among other proceedings, were had, viz:

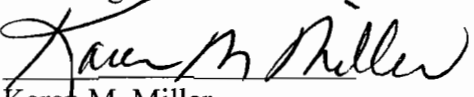
Now on this day the County Commission of the County of Boone does hereby authorize Amendment Number One to contract 07-30Mar06 Mental Healthcare Services for Inmates at the Boone County Jail. This amendment clarifies this contract as a "Not to Exceed" contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

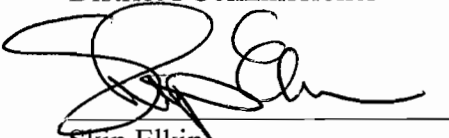
Done this 8th day of December, 2009.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**CONTRACT AMENDMENT #1
PURCHASE AGREEMENT
FOR MENTAL HEALTHCARE SERVICES FOR
INMATES AT THE BOONE COUNTY JAIL
07-30MAR06**

THIS AMENDMENT is made and entered into this 20th day of November, 2009, by and between **Boone County, Missouri**, by and through its County Commission, herein "County," and **Behavioral Health Concepts, Inc.**, herein "Contractor,"

WHEREAS, the parties entered into a Purchase Agreement for mental healthcare services dated May 9, 2006; and

WHEREAS, the Purchase Agreement contemplated annual renewals that could extend through December 31, 2011; and

WHEREAS, the Contractor's work force has changed and its delivery model to provide the contracted services has been altered; and

WHEREAS, the Contractor is still willing and able to provide the necessary mental health services with the altered service delivery model; and

WHEREAS, the parties wish to restate, amend and clarify certain portions of the Purchase Agreement entered into between them so as to resolve any ambiguities for the contract service year 2009, and any anticipated renewal for contract years 2010 and 2011; and

NOW, THEREFORE, in consideration of the performance by each party of their respective obligations described in this Agreement, the parties agree as follows:

1. **Amendment of Services to Be Delivered:** The parties agree to amend the "Services Provided" under the Agreement to include Psychiatrist Primary Care at the hourly rate for the 2009 calendar year of \$175.00/hour. This is to be distinguished from the "Psychiatrist"

services contemplated at the rate of \$127.70/hour for the 2009 calendar year, which is, in substance, "Psychiatrist Supervision" services.

2. **Total Contract Not To Exceed Amounts / Renewals / Billings:** Attached hereto is a restated 2009 renewal pricing, as well as an anticipated renewal pricing for calendar years 2010 and 2011. The same are incorporated herein by reference. The parties agree that the contract for services shall not exceed the following dollar amounts for the years in question in the event that the contract is renewed according to its terms:

2009:	Contract shall not exceed \$145,266.58
2010:	Contract shall not exceed \$147,827.44
2011:	Contract shall not exceed \$150,480.18

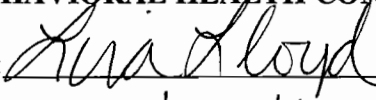
Contractor will bill County only for services actually rendered at the rates set out in the incorporated exhibits. The "hours of service" shown in the exhibits, however, shall not be construed as a maximum for contract audit purposes; rather, the fixed pricing items, the rate per hour of service and the total contract not to exceed dollar amount shall be considered firm for billing audit purposes.

3. **2009 Payments:** The parties agree that Contractor shall resubmit a corrected bill for June, 2009, with an appropriate adjustment for the on-call billing item, and that County shall have 30 days from the date of the last party to sign this Agreement to make payment on the 2009 invoices.

4. **Complete Agreement:** This Amendment with attachments, taken together with the original contract documents executed between the parties, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SO AGREED.

BEHAVIORAL HEALTH CONCEPTS, INC.

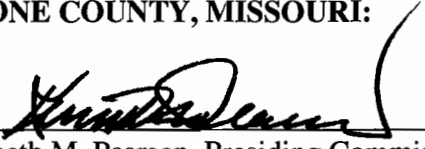
By: 

Printed Name: Lisa Lloyd

Title: CFO/COO

Dated: 11/20/09


BOONE COUNTY, MISSOURI:

By: 
Kenneth M. Pearson, Presiding Commissioner

Attest:
Wendy S. Noren KS
Wendy S. Noren, County Clerk

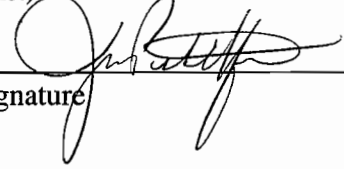
Dated: 12-8-09

Approved as to form:


C.J. Dykhouse, County Counselor

Boone County Auditor Certification:

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

<u></u>	<u>12/2/09</u>	<u>1255/2902/85620</u>
Signature	Date	Appropriation Amount

**Renewal Pricing for 07-30MAR06 - Mental Healthcare
Services for the Inmates of the Boone County Jail**

Original Bid	Renewal #2: 2% Increase to Hourly Rates: 1, 2009 - December 31, 2009				January	Pricing for 2009
Description of Services Provided	Description of Services Provided	Lump Sum	Overhead	Total Due		
Additional Insurance Costs	Additional Insurance Costs	\$1,400.00	\$98.00	\$1,498.00		\$1,498.00
Training Materials for Officers	Training Materials for Officers	\$950.00	\$66.50	\$1,016.50		\$1,016.50
Description of Services Provided	Description of Services Provided	Lump Sum	Overhead	Total Due (Monthly)		
On-Call	On-Call	\$12,000.00	\$840.00	\$1,070.00		\$12,840.00
Description of Services Provided	Description of Services Provided	Hourly Rate	Overhead	Cost Per Hour of Service(s)	Maximum Annual Hours of Service	
Psychiatrist Supervision – 4 Hours Per Week for remaining 11 Months	Psychiatrist – 4 Hours Per Week for 12 Months	\$119.65	\$8.05	\$127.70	208	\$26,561.60
Psychiatric Nurse Practitioner –20 Hours Per Week	Psychiatric Nurse Practitioner –20 Hours Per Week	\$67.29	\$4.52	\$71.81	1040	\$74,682.40
Counselor – 8 Hours Per Week	Counselor – 8 Hours Per Week	\$41.10	\$2.27	\$43.37	416	\$18,041.92
Program Administrator – 2 Hours Per Week	Program Administrator – 2 Hours Per Week	\$83.23	\$5.60	\$88.83	104	\$9,238.32
Officer Training – 30 Hours Total	Officer Training – 30 Hours Total	\$41.10	\$2.27	\$43.37	32	\$1,387.84
						\$145,266.58

ADDED PER ADDENDUM:

Psychiatrist Primary Care \$175.00

**2009 CONTRACT NOT TO
EXCEED SUM: \$145,266.58**

AMENDED AND RESTATED Renewal Pricing for 07-30MAR06 - Mental Healthcare Services for the Inmates of the Boone County Jail

Original Bid	Renewal #3: 2% Increase to Hourly Rates: January 1, 2010 - December 31, 2010					Pricing for 2010
Description of Services Provided	Description of Services Provided	Lump Sum	Overhead	Total Due		
Additional Insurance Costs	Additional Insurance Costs	\$1,400.00	\$98.00	\$1,498.00		\$1,498.00
Training Materials for Officers	Training Materials for Officers	\$950.00	\$66.50	\$1,016.50		\$1,016.50
Description of Services Provided	Description of Services Provided	Lump Sum	Overhead	Total Due (Monthly)		
On-Call	On-Call	\$12,000.00	\$840.00	\$1,070.00		\$12,840.00
Description of Services Provided	Description of Services Provided	2009 Hourly Rate	Increase % for 2010	2010 Cost Per Hour of Service(s)	Estimated Annual Hours of Service	
Psychiatrist Supervision Services - 4 Hours Per Week for remaining 11 Months	Psychiatrist - 0 Hours Per Week for 12 Months	\$127.70	2.00%	\$130.25	0	\$0.00
Psychiatric Nurse Practitioner - 20 Hours Per Week	Psychiatric Nurse Practitioner - 0 Hours Per Week	\$71.81	2.00%	\$73.25	0	\$0.00
Psychiatrist Primary Care Services	Psychiatrist - 8 Hours Per Week for 12 Months	\$175.00	2.00%	\$178.50	416	\$74,256.00
Counselor - 20.6 Hours Per Week	Counselor - 20.6 Hours Per Week	\$43.37	2.00%	\$44.24	1071	\$47,378.26
Program Administrator - 2 Hours Per Week	Program Administrator - 2 Hours Per Week	\$88.83	2.00%	\$90.61	104	\$9,423.09
Officer Training - 30 Hours Total	Officer Training - 30 Hours Total	\$43.37	2.00%	\$44.24	32	\$1,415.60
Total						\$147,827.44

2010 CONTRACT NOT TO EXCEED SUM:

\$147,827.44

AMENDED AND RESTATED Renewal Pricing for 07-30MAR06 - Mental Healthcare Services for the Inmates of the Boone County Jail

Original Bid	Renewal #4: 2% Increase to Hourly Rates: January 1, 2011 - December 31, 2011					Pricing for 2011
Description of Services Provided	Description of Services Provided	Lump Sum	Overhead	Total Due		
Additional Insurance Costs	Additional Insurance Costs	\$1,400.00	\$98.00	\$1,498.00		\$1,498.00
Training Materials for Officers	Training Materials for Officers	\$950.00	\$66.50	\$1,016.50		\$1,016.50
Description of Services Provided	Description of Services Provided	Lump Sum	Overhead	Total Due (Monthly)		
On-Call	On-Call	\$12,000.00	\$840.00	\$1,070.00		\$12,840.00
Description of Services Provided	Description of Services Provided	2009 Hourly Rate	Increase % for 2010	2010 Cost Per Hour of Service(s)	Estimated Annual Hours of Service	
Psychiatrist Supervision Services - 4 Hours Per Week for remaining 11 Months	Psychiatrist - 0 Hours Per Week for 12 Months	\$130.25	2.00%	\$132.86	0	\$0.00
Psychiatric Nurse Practitioner - 20 Hours Per Week	Psychiatric Nurse Practitioner - 0 Hours Per Week	\$73.25	2.00%	\$74.72	0	\$0.00
Psychiatrist Primary Care Services	Psychiatrist - 8 Hours Per Week for 12 Months	\$178.50	2.00%	\$182.07	416	\$75,741.12
Counselor - 20.6 Hours Per Week	Counselor - 20.6 Hours Per Week	\$44.24	2.00%	\$45.12	1071	\$48,328.66
Program Administrator - 2 Hours Per Week	Program Administrator - 2 Hours Per Week	\$90.61	2.00%	\$92.42	104	\$9,611.91
Officer Training - 30 Hours Total	Officer Training - 30 Hours Total	\$44.24	2.00%	\$45.12	32	\$1,443.99
						\$150,480.18

2011 CONTRACT NOT TO EXCEED SUM:

\$150,480.18

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 8th day of December 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Commission Chambers and Courtyard Square by Matthew Jefferies and Chloe Zhu on December 19th from 11am to 11:30 am for a wedding.

Done this 8th day of December, 2009.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

566-2009

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

RECEIVED

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows: (SHENG)

Description of Use: WEDDING OF MATTHEW JEFFERIES & CHLOE ZHU

Date(s) of Use: DECEMBER 19, 2009

Time of Use: From: 11:00 a.m./p.m. thru 11:30 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
Centralia Office 62

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: MATTHEW JEFFERIES & CHLOE (SHENG) ZHU

Organization Representative/Title: NAN JEFFERIES (MOTHER OF THE GROOM)

Address/Phone Number: 24801 MILTON THOMPSON ROAD (816) 460-2407 (DAY) (913) 481-4888
LEES SUMMIT, MO.

Date of Application: DECEMBER 3, 2009

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren KS
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 12-8-09