



**CITY OF TAMARAC**  
**REGULAR CITY COMMISSION MEETING**  
**City Hall - Commission Chambers**  
**March 8, 2017**

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**CALL TO ORDER:**

7:00 p.m.

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

Commissioner Michelle J. Gomez

**INTRODUCTION**

**1. PROCLAMATIONS AND PRESENTATIONS:**

**a. Women's History Month Proclamation**

Presentation of a proclamation by Mayor Harry Dressler proclaiming the month of March 2017 as "Women's History Month". (Requested by Commissioner Marlon Bolton)

**2. CITY COMMISSION REPORTS**

**a. Commissioner Bolton**

**b. Commissioner Gomez**

**c. Commissioner Fishman**

**d. Vice Mayor Placko**

**e. Mayor Dressler**

**3. CITY ATTORNEY REPORT**

**4. CITY MANAGER REPORT**

**5. PUBLIC PARTICIPATION**

Any member of the public may speak to any issue that is not agendaized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. There will be a thirty (30) minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the City Clerk prior to

their participation.

When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

### **ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE**

The Chair at this time will announce those items that have been given a specific time to be heard, and will entertain motions from the Commission members to table those items that require research. The Commission may agendize by majority consent matters of an urgent nature which have come to the Commission's attention after publication.

## **6. CONSENT AGENDA**

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then, in accordance with Resolution 2003-15, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered separately.

### **a. TR12914 - Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest**

A Resolution of the City Commission of the City of Tamarac, Florida opposing any effort to reduce or repeal the federal tax exemption on interest earned from municipal bonds; authorizing the Mayor to execute a letter in support of maintaining the present tax exempt status of municipal bonds; authorizing the delivery of this resolution and letter to the Florida Delegation to Congress and to Senators Nelson and Rubio; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

### **b. TR12913 - Purchase of Showmobile mobile stage**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to approve the purchase of a Showmobile mobile stage at a cost not to exceed \$146,589, from Wenger Corporation, utilizing "TCPN - The Cooperative Purchasing Network" Contract Number R-14084; approving funding from the appropriate Parks and Recreation Account; providing for conflicts; providing for severability; and providing an effective date.

### **c. TR12905 - Execution of Agreement with Murphy Pipeline Contractors, Inc. for the University Drive Water Main Upgrade Project (Pipe Bursting)**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Purchase Order Agreement between the City of Tamarac and Murphy Pipeline Contractors, Inc. utilizing pricing from an agreement obtained through a formal competitive process by the Allied States Cooperative, Education Service Center (ESC) Region 19, RFP Number 13-6903 for an amount not to exceed, \$933,598.60 for the replacement of 4,059 linear feet of water pipe together along with 22 existing fire hydrants and 3 new fire hydrants on the east side of University Drive from NW 77th Street to Southgate Boulevard; a contingency of 10% or \$93,359.86 will be added to the project account for a total amount of \$1,026,958.46 authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 4

### **d. TR12912 - In-Kind and In Cash Support and Waiver of Fees - Tamarac Chamber of Commerce Arts & Crafts Festival**

A Resolution of the City Commission of the City of Tamarac, Florida, approving a request from the Tamarac Chamber of Commerce for in-kind and in cash support and to waive fees for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival to be held in and around the Tamarac

Community Center, along 57th Street, Saturday-Sunday, April 1-2, 2017, from 10:00 a.m. to 6:00 p.m., in an amount of approximately \$12,950; providing for permits, proper insurance, execution of a hold harmless agreement, and an executed lease agreement; providing for conflicts; providing for severability; and providing for an effective date.

7. **REGULAR AGENDA**
8. **ORDINANCE(S) - FIRST READING**
9. **PUBLIC HEARING(S)**
10. **ORDINANCE(S) - SECOND READING**
11. **QUASI-JUDICIAL HEARING(S)**
12. **OTHER**

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.



Patricia Teufel, CMC  
City Clerk



**Title - 7:00 p.m.**

7:00 p.m.





**Title - Commissioner Michelle J. Gomez**

Commissioner Michelle J. Gomez



### **Title - Women's History Month Proclamation**

Presentation of a proclamation by Mayor Harry Dressler proclaiming the month of March 2017 as "Women's History Month". (Requested by Commissioner Marlon Bolton)

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
<input type="checkbox"/> Women's History Month	2/7/2017	Proclamation



**Requested by Commissioner Marlon Bolton**

**WHEREAS**, since 1981 this nation has recognized the month of March as an opportunity to celebrate the contributions made by all women to our great nation; and

**WHEREAS**, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

**WHEREAS**, American women were particularly important in the establishment of early charitable and cultural institutions in our Nation; and

**WHEREAS**, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

**WHEREAS**, this year, the theme of National Women's History Month is

**"Honoring Trailblazing Women in Labor and Business"**

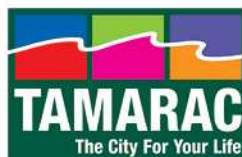
**NOW, THEREFORE**, I, Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, hereby proclaim March, 2017 as

**"WOMEN'S HISTORY MONTH"**

in the City of Tamarac, and encourage all citizens to celebrate the achievement of women by recognizing the generations of women who have shaped our history. When we couple ingenuity and determination with our basic beliefs, there is no barrier women cannot overcome.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 8<sup>th</sup> day of March 2017.



*Harry Dressler*  
Harry Dressler, MAYOR



**Title - TR12914 - Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest**

A Resolution of the City Commission of the City of Tamarac, Florida opposing any effort to reduce or repeal the federal tax exemption on interest earned from municipal bonds; authorizing the Mayor to execute a letter in support of maintaining the present tax exempt status of municipal bonds; authorizing the delivery of this resolution and letter to the Florida Delegation to Congress and to Senators Nelson and Rubio; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

**ATTACHMENTS:**

Description	Upload Date	Type
TR #12914 Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest Memo	2/24/2017	Cover Memo
TR #12914 Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest Resolution	2/24/2017	Resolution
TR #12914 Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest Exhibit	2/24/2017	Exhibit

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**FINANCE DEPARTMENT**  
**ADMINISTRATION DIVISION**

**TO: Michael C. Cernech**  
**City Manager**

**DATE: February 23, 2017**

**FROM: Mark C. Mason, Director of**  
**Financial Services**



**RE: TR #12914 Resolution**  
**Opposing Removal of**  
**Federal Tax Exemption on**  
**Municipal Bond Interest**

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**Recommendation:**

I recommend that the City Commission approve Temporary Resolution No. 12914 Opposing Removal of Federal Tax Exemption on Interest Earned from Municipal Bonds.

**Issue:**

The President and Congress are considering, as part of their deliberations on a tax overhaul of the income tax code, a reduction or repeal of the federal tax exemption on interest earned from State and Municipal Bonds.

**Background:**

The history of the tax exemption of municipal bonds started in 1895 when the U.S. Supreme Court held that the federal government had no power under the U.S. Constitution to tax interest on municipal bonds. However, in 1988, the Supreme Court stated the Congress could tax interest income on municipal bonds if it so desired on the basis that tax exemption of municipal bonds is not protected by the Constitution.

The Revenue Act of 1913 first codified exemption of interest on municipal bonds from federal income tax.

Internal Revenue Code Section 103(a) is the statutory provision that excludes interest on municipal bonds from federal income tax. As of 2004, other rules, however, such as those pertaining to private activity bonds, are found in sections 141–150, 1394, 1400, 7871.

A municipal bond is a bond issued by a state or local government or territory, or one of their agencies. It is generally used to finance such as roads, utilities, schools, airports, seaports, parks, governmental buildings and infrastructure-related improvements and repairs. Currently, there is over \$3.8 trillion dollars in outstanding municipal bonds held by a variety of investors.

Nearly two-thirds of core infrastructure investments in the United States are financed with municipal bonds. In 2016 alone, more than \$440 billion in municipal bonds were issued to finance the projects that touch the daily lives of every American citizen and business. They are the roads we drive on, schools for our children, affordable family housing, water systems that supply safe drinking water, courthouses, hospitals and clinics to treat the sick, airports and ports that help move products domestically and overseas, and, in some cases, the utility plants that power our homes, businesses and factories. These are the pro-growth investments which spur job creation, help our economies grow, and strengthen our communities.

During the past year alone, the City issued \$17.7 million in tax exempt debt to refinance outstanding utility debt and to provide additional funding, \$11 million, for infrastructure improvements to the wastewater system. If the City had issued the debt on a taxable basis, the increase in interest costs would have been approximately \$5.4 million over the 30 years that the debt was issued for.

A reduction or elimination of the tax exempt status on municipal debt will result in either fewer resources available to finance these projects or increased costs which will be passed on to the public through higher taxes or fees.

### **Fiscal Impact**

An example of the fiscal impact would be if \$25 million were issued today for an AA rated credit, the interest cost would be \$9.4 million over twenty (20) years. If that same debt would be issued at taxable rates, the interest cost would be \$12.1 million over twenty (20) years or an increase of \$2.7 million or a 28.7% increase in interest costs that would be passed on to the local residents of the entity issuing the bonds.

**CITY OF TAMARAC, FLORIDA**

**RESOLUTION NO. 2016\_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA OPPOSING ANY EFFORT TO REDUCE OR REPEAL THE FEDERAL TAX EXEMPTION ON INTEREST EARNED FROM MUNICIPAL BONDS; AUTHORIZING THE MAYOR TO EXECUTE A LETTER IN SUPPORT OF MAINTAINING THE PRESENT TAX EXEMPT STATUS OF MUNICIPAL BONDS; AUTHORIZING THE DELIVERY OF THIS RESOLUTION AND LETTER TO THE FLORIDA DELEGATION TO CONGRESS AND TO SENATORS NELSON AND RUBIO; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** interest earned from state or municipal bonds is wholly exempt from federal taxation pursuant to the Section 103 of the code.

**WHEREAS,** for more than a century, states and local governments have depended on this reliable and efficient means of financing; and

**WHEREAS,** nearly two-thirds of core infrastructure investments in the United States are financed with municipal bonds; and

**WHEREAS,** in 2016 alone, more than \$440 billion in municipal bonds were issued to finance the projects that touch the daily lives of every American citizen and business consisting of roads we drive on, schools for our children, affordable family housing, water systems that supply safe drinking water, courthouses, hospitals and clinics to treat the sick, airports and ports that help move products domestically and overseas, and, in some cases, the utility plants that power our homes, businesses and factories and are known as pro-growth investments which spur job creation, help our economies grow, and strengthen our communities; and

**WHEREAS**, a combination of local control and local responsibility makes municipal bonds an incredibly effective and efficient tool; and

**WHEREAS**, voters throughout the country overwhelmingly support tax-exempt municipal bonds, which are either approved by locally-elected officials or directly through bond referenda; and

**WHEREAS**, federal tax exemption reduces the cost of issuing municipal bonds; and

**WHEREAS**, the City of Tamarac issued tax-exempt municipal bonds this past year to upgrade its wastewater collection system; and

**WHEREAS**, the City of Tamarac has used tax exempt bond financing to construct critical infrastructure, public safety facilities, and water and sewer systems; and

**WHEREAS**, the City of Tamarac prides itself in maintaining quality infrastructure while limiting the tax burden on the citizens; and

**WHEREAS**, Congress and the President have proposed legislation to reduce or repeal the tax exemption on municipal bonds; and

**WHEREAS**, these proposals to reduce or repeal the tax exemption would have severely detrimental impacts on national infrastructure development and the municipal market, resulting in either fewer resources available to finance these projects, or, increased costs which will be passed on to the public through higher taxes and/or fees; and

**WHEREAS**, if simply left alone, municipal bonds will likely finance another \$3 trillion in new infrastructure investments by 2026; and

**WHEREAS**, it is vital to maintain the present tax exempt status on local government bond debt and the ability of local governments to maximize investment on local infrastructure to serve the public and contribute to the local economies; and



**WHEREAS**, the average difference between tax exempt interest rates and taxable interest rates is 84 Basis Points, or \$2.7 million in additional costs on a \$25 million issue over 20 years for an average AA rated community; and

**WHEREAS**, the increased cost of issuance of bonds for infrastructure improvements will be borne by the local constituents of the entity issuing the bonds;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporated herein.

**Section 2.** The City of Tamarac opposes any effort by Congress or the President to reduce or repeal the federal tax exemption on interest earned from municipal bonds.

**Section 3.** The Mayor of the City of Tamarac is hereby authorized to execute a letter in support of maintaining the current tax exempt status of municipal bonds.

**Section 4.** Copies of this Resolution and the accompanying letter shall be sent to each member of the Florida Delegation and to Senators Nelson and Rubio.

**Section 5.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 7.** This Resolution shall become effective immediately upon its passage and adoption.

**The remainder of this page is intentional left blank**

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,  
FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

CITY OF TAMARAC, FLORIDA

\_\_\_\_\_  
HARRY DRESSLER, MAYOR

MAYOR DRESSLER \_\_\_\_\_  
DIST 1: BOLTON \_\_\_\_\_  
DIST 2: GOMEZ \_\_\_\_\_  
DIST 3: FISHMAN \_\_\_\_\_  
DIST 4: PLACKO \_\_\_\_\_

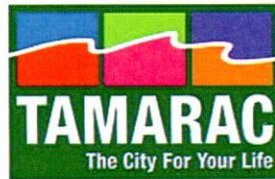
ATTEST:

\_\_\_\_\_  
PAT TUEFEL, CMC, CITY CLERK

I HEREBY CERTIFY that I  
Have approved this  
RESOLUTION as to form.

\_\_\_\_\_  
SAMUEL S. GOREN, CITY ATTORNEY

## OFFICE OF THE MAYOR



**HARRY DRESSLER**  
MAYOR

March 8, 2017

**DRAFT**

The Honorable \_\_\_\_\_:

As Congress considers tax reform and infrastructure financing, I, the undersigned mayor of the City of Tamarac, write to express the City's strong support for an already potent tool already in hand – the tax-exempt municipal bond. For more than a century, states and local governments have depended on this reliable and efficient means of financing.

Nearly two-thirds of core infrastructure investments in the United States are financed with municipal bonds. In 2016 alone, more than \$440 billion in municipal bonds were issued to finance the projects that touch the daily lives of every American citizen and business. They are the roads we drive on, schools for our children, affordable family housing, water systems that supply safe drinking water, courthouses, hospitals and clinics to treat the sick, airports and ports that help move products domestically and overseas, and, in some cases, the utility plants that power our homes, businesses and factories. These are the pro-growth investments which spur job creation, help our economies grow, and strengthen our communities.

A combination of local control and local responsibility makes municipal bonds an incredibly effective and efficient tool. Voters throughout the country overwhelmingly support tax-exempt municipal bonds, which are either approved by locally-elected officials or directly through bond referenda – fiscal federalism at its finest. This must help explain why the default rate is less than 0.01%. Federal tax exemption reduces the cost of issuing municipal bonds, but it is these voters who will pay the interest and principal on this debt. As a result, over the last decade overall state and local borrowing has actually declined in proportion to the economy, while still financing more than \$2 trillion in new infrastructure investments. And, if simply left alone, municipal bonds likely will finance another \$3 trillion in new infrastructure investments by 2026.

*"Committed to Excellence...Always."*

**TAMARAC.ORG**

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3460 | F: 954.597.3470

EQUAL OPPORTUNITY EMPLOYER

Harry Dressler, Mayor

Page 2

This year alone, the City of Tamarac issued tax-exempt municipal bonds to upgrade its wastewater collection system. The City has used tax exempt bonding to construct critical infrastructure, public safety facilities, water and sewer systems, and recreational facilities. The City of Tamarac prides itself in maintaining quality infrastructure while limiting the tax burden on the citizens. A reduction or elimination of the tax-exempt status on municipal debt will result in either fewer resources available to finance these projects, or, increased costs which will be passed on to the public through higher taxes.

I ask that you support the maintenance of the present tax exempt status on municipal bond debt and the ability of local governments to maximize investment on local infrastructure to serve the public and contribute to the local economies.

Should you, or any member of your staff, have any questions or require additional information, please do not hesitate to contact me, or City Manager Michael C. Cernech.

Sincerely,

Harry Dressler, Mayor



### **Title - TR12913 - Purchase of Showmobile mobile stage**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to approve the purchase of a Showmobile mobile stage at a cost not to exceed \$146,589, from Wenger Corporation, utilizing "TCPN - The Cooperative Purchasing Network" Contract Number R-14084; approving funding from the appropriate Parks and Recreation Account; providing for conflicts; providing for severability; and providing an effective date.

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣ TR12913 - MEMO - Showmobile purchase	2/17/2017	Cover Memo
▣ TR12913 - RESO - Showmobile purchase	2/17/2017	Resolution
▣ TR12913 - Exhibit 1 - Quote - Showmobile purchase	2/16/2017	Exhibit
▣ TR12913 - Exhibit 2 - Award letter - Showmobile purchase	2/16/2017	Exhibit
▣ TR12913 - Backup material - Wenger Corp compliance documents	2/16/2017	Backup Material

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**PARKS AND RECREATION**

**TO: Michael C. Cernech, City Manager    DATE: February 14, 2017**

**FROM: Gregory Warner, Director of Parks  
and Recreation**

**RE: Temp. Reso. #12913 – Purchase  
of Showmobile (mobile stage)**

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**Recommendation:**

I recommend the purchase of a Showmobile (mobile stage) at a cost not to exceed \$146,589, from Wenger Corporation, utilizing "TCPN – The Cooperative Purchasing Network" Contract Number R-140804.

**Issue:**

Purchase of a new Showmobile (mobile stage) for use at special events

**Background:**

The current Showmobile (mobile stage) was purchased over 20 years ago and was last refurbished 10 years ago; however, critical components such as electrical systems and lighting are now outdated and have required ongoing maintenance and repairs. As the City of Tamarac continues to enhance current special events and expand events to include more entertainment, it is time to upgrade the Showmobile. The Showmobile serves as a centerpiece of many of our special events.

The City is able to purchase a suitable mobile stage via the Wenger Corporation utilizing "TCPN – The Cooperative Purchasing Network" Contract Number R-140804. Wenger Corporation was the supplier of our current Showmobile. The new mobile stage will be used for special events and the old unit will be used as a second stage for performances, as opposed to renting another unit. The new stage will also provide an opportunity for increased revenue as we receive a number of requests to rent the Showmobile.

Wenger Corporation is providing a five year warranty on the entire Showmobile and the unit features various amenities including storage lockers, a slip-resistant stage surface, built in fluorescent lighting, a stage extension package, drapery, and a handicap accessible lift.

**Fiscal Impact:**

The cost of the Showmobile mobile stage is not to exceed \$146,589. A total of \$185,400 was budgeted in the FY17 Parks and Recreation Budget in account #001-7010-572-64.01. Within this account, \$145,000 was budgeted specifically for this item. Funding sufficient to cover the extra \$1,589 needed will be available.



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Gregory Warner

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017- \_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO APPROVE THE PURCHASE OF A SHOWMOBILE (MOBILE STAGE) AT A COST NOT TO EXCEED \$146,589, FROM WENGER CORPORATION, UTILIZING “TCPN – THE COOPERATIVE PURCHASING NETWORK” CONTRACT NUMBER R-140804; APPROVING FUNDING FROM THE APPROPRIATE PARKS AND RECREATION ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City’s Showmobile (mobile stage) was purchased in 1994 and is currently over 20 years old; and

WHEREAS, the Showmobile was last refurbished ten years ago; critical components such as electrical systems and lighting are now outdated and have required ongoing maintenance and repairs; and

WHEREAS, as the City of Tamarac continues to enhance current special events and expand events to include more entertainment, it is time to upgrade the Showmobile; and

WHEREAS, City Code Section 6-148 (d) “Cooperative Purchasing”, allows the City to join with other units of government in cooperative purchasing plans; and

WHEREAS, Wenger Corporation has provided a quotation to supply an appropriate Showmobile mobile stage with pricing utilizing “TCPN – The Cooperative Purchasing Network”; and

WHEREAS, the Parks and Recreation Director and Purchasing and Contracts Manager recommend the purchase of a Showmobile (mobile stage) to be used for special events for a price not to exceed, \$146,589, from Wenger Corporation, utilizing “TCPN – The Cooperative Purchasing Network” Contract Number R-14080; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve the purchase of a Showmobile (mobile stage) to be used for special events at a cost not to exceed \$146,589, from Wenger Corporation, utilizing “TCPN – The Cooperative Purchasing Network” Contract Number R-14080.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The purchase of a Showmobile (mobile stage) to be used for special events at a cost not to exceed \$146,589, from Wenger Corporation, said quote attached hereto as Exhibit 1, utilizing “TCPN – The Cooperative Purchasing Network” Contract Number R-140804, award letter attached hereto as Exhibit 2, and other documentation related to the award being on file in the Office of the City Clerk, is hereby approved.



SECTION 3: That funding will be available in the appropriate Parks and Recreation Account.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

\_\_\_\_\_  
HARRY DRESSLER  
Mayor

ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CMC  
City Clerk

I HEREBY CERTIFY that I have  
approved this RESOLUTION as to form.

\_\_\_\_\_  
SAMUEL S. GOREN  
City Attorney

# Customer Quotation

Temp. Reso. #12913 - Exhibit 1

**Wenger®**

**Quote:** 3045946  
**Prepared For:** Vincent Sciacca  
City of Tamarac  
Park & Rec. Dept.  
Tamarac FL 33351-4333

**Page:** 1  
**Date:** 1/26/2017  
**Effective:** For 90 days only

**Delivery Within:**

**Tax:** Not Included  
**Terms:** NET 30/PENDING CREDIT APPROVAL  
**F.O.B. Point:** Factory

**Regarding:** Showmobile Mobile Stage

Item	Description	Quantity	Unit Price	Price
089G790	SHWMBL,MANUAL LEVEL,BLCK,110 The above Showmobile mobile stage includes the following items:  *5 year warranty on entire Showmobile *Manual leveling *Wired controller *110 volt electrical *(2) large, curbside storage lockers w/locks *(1) storage locker for electricals *110 volt power cord *45 MPH engineered wind load rating *28' x 14.5' hydraulic stage *Black, slip-resistant stage surface *Adjustable, hinged acoustical end panels *(8) tie-downs and (4) tie-down straps *Hydraulic, cantilevered roof canopy *Built in overhead fluorescent lighting *Battery charger for hydraulic system *Hitch for towing vehicle *Training done at time of delivery *(1) adjustable stairway with aluminum treads	1	99,850.00	99,850.00
S419991	***ADD ONS: HYDRLC LVLG JACK W/AUTO LVLG Auto, hydraulic leveling. Includes wireless remote controller. Standard wired controller also included and can be used as backup to the remote controller.	1	8,606.00	8,606.00

**Submitted By:** Lindsay Thompson  
Sales Representative

**Phone:** 800-733-0393 Ext 8133 **Fax:** 507-774-8582  
**Email:** lindsay.thompson@wengercorp.com

WENGER CORPORATION  
555 Park Drive, PO Box 448  
Owatonna, MN 55060-0448  
Phone 800.4WENGER (493-6437)  
Fax 507.455.4258  
Parts & Service 800.887.7145

WENGER CORPORATION  
CANADA OFFICE  
Phone 800.268.0148

WORLDWIDE  
Phone 1.507.455.4100  
Fax 1.507.774.8576

WEB SITE  
www.wengercorp.com

**Wenger®**  
Your Performance Partner

# Customer Quotation

**Quote:** 3045946  
**Prepared For:** Vincent Sciacca  
City of Tamarac  
Park & Rec. Dept.  
Tamarac FL 33351-4333

**Page:** 2  
**Date:** 1/26/2017  
**Effective:** For 90 days only



**Delivery Within:**

**Tax:** Not Included  
**Terms:** NET 30/PENDING CREDIT APPROVAL  
**F.O.B. Point:** Factory

**Regarding:** Showmobile Mobile Stage

Item	Description	Quantity	Unit Price	Price
S419992	220V ELECT UPGRADE PACKAGE This 220 Volt upgrade package is required for the canopy and roof lighting packages. Includes 220 Volt power cord.	1	4,287.00	4,287.00
089C749	LIGHT PACKAGE,CANOPY The above lighting package includes (16) PAR 56 can lights and (4) light bars.	1	3,403.00	3,403.00
089C750	LIGHT PACKAGE,ROOF The above lighting package includes (4) PAR 56 can lights mounted as rear of stage.	1	985.00	985.00
089G081	DIMMER PACK,WENGER INSTALL Programmable controller for the Canopy and roof lighting packages.	1	4,875.00	4,875.00
089D576.3	DRAPERY,96" X 42",BLACK	6	140.00	840.00
089D575.3	DRAPERY,48" X 42",BLACK	2	84.00	168.00
089G091	STAGE EXTEN.PACKAGE B,BLACK The above stage extension package B will extend the Showmobile stage to a size of 40'x20'. Stage extension stage decks can also be used as stand alone portable staging. *Your existing stage extension package will also work with this new Showmobile.	1	9,290.00	9,290.00
S419990	HANDICAPPED ACCESS LIFT *Handicap lift built into the Showmobile *Handicap lift includes cover	1	7,900.00	7,900.00

**Submitted By:** Lindsay Thompson  
Sales Representative

**Phone:** 800-733-0393 Ext 8133 **Fax:** 507-774-8582  
**Email:** lindsay.thompson@wengercorp.com

WENGER CORPORATION  
555 Park Drive, PO Box 448  
Owatonna, MN 55060-0448  
Phone 800.4WENGER (493-6437)  
Fax 507.455.4258  
Parts & Service 800.887.7145

WENGER CORPORATION  
CANADA OFFICE  
Phone 800.268.0148

WORLDWIDE  
Phone 1.507.455.4100  
Fax 1.507.774.8576

WEB SITE  
www.wengercorp.com



**Wenger®**  
Your Performance Partner

# Customer Quotation

# Wenger®

**Quote:** 3045946  
**Prepared For:** Vincent Sciacca  
City of Tamarac  
Park & Rec. Dept.  
Tamarac FL 33351-4333

**Page:** 3  
**Date:** 1/26/2017  
**Effective:** For 90 days only

**Delivery Within:**  
**Tax:** Not Included  
**Terms:** NET 30/PENDING CREDIT APPROVAL  
**F.O.B. Point:** Factory

**Regarding:** Showmobile Mobile Stage

Item	Description	Quantity	Unit Price	Price
	Total Product Charge			140,204.00
	Freight/Handling Charge			6,385.00
	Total Charge			146,589.00
	***** ***** Wenger is an approved vendor for TCPN (The Cooperative Purchasing Network). All items on this quotation are available through TCPN contract number R-140804 ***** ***** Tax is not included on this quote.			

**Submitted By:** Lindsay Thompson  
Sales Representative

**Phone:** 800-733-0393 Ext 8133 **Fax:** 507-774-8582  
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# Wenger®

Your Performance Partner

August 29, 2014

Ms. Kim Steinbauer  
District Sales Manager  
Wenger Corporation  
555 Park Drive  
Owatonna, Minnesota 55060

Re: Award of TCPN Contract# R140804

Dear Ms. Steinbauer:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on August 26, 2014, The Cooperative Purchasing Network (TCPN) is pleased to announce that Wenger Corporation has been awarded a three (3) year contract for the following, based on the sealed proposal (RFP# 14-08) submitted on July 1, 2014:

**Commodity/Service**

**Contractor**

Performing Arts, Apparel, Instruments  
and Equipment

Wenger Corporation

The contract is effective October 1, 2014 and will expire on September 30, 2017. As indicated above, your TCPN Contract # is R140804. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and Wenger Corporation.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,



Jason Wickel  
President

## **APPENDIX A**

### **VENDOR CONTRACT AND SIGNATURE FORM**

*This Vendor Contract and Signature Form ("Contract") is made as of 6/23/2014, by and between Wenger Corporation ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Performing Arts*

*Apparel, Instruments, Equipment and Related ("the products and services").  
Services.*

#### **RECITALS**

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

#### **ARTICLE 1- GENERAL TERMS AND CONDITIONS**

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
  - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R 4925**."
  - Vendor delivers goods/services directly to the participating agency.
  - Awarded vendor invoices the participating agency directly.



- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## **ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

## **ARTICLE 3- REPRESENTATIONS AND COVENANTS**

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

## **ARTICLE 4- FORMATION OF CONTRACT**

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor 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. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
  - General terms and conditions
  - Specifications and scope of work
  - Attachments and exhibits
  - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

#### **ARTICLE 5- TERMINATION OF CONTRACT**

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
  - ii. Providing work and/or material that was not awarded under the contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or



- vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.  
  
The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

#### **ARTICLE 7- DELIVERY PROVISIONS**

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

#### **ARTICLE 8- BILLING AND REPORTING**

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
  - TCPN Contract Number
  - Reporting Period/Year
  - Entity Name
  - Entity Address ( Including Street, City, State & Zip)
  - Entity Purchase Order Number (Individual Purchase Order Numbers)
  - Purchase Order Date
  - Gross Sale Amount
  - Administrative Fee (Based on Gross Sale Amount)

## **ARTICLE 9- PRICING**

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further 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.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1<sup>st</sup> through December 31<sup>st</sup> and reset each year)

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

## **ARTICLE 10- PRICING AUDIT**

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

## **ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS**

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

## **ARTICLE 13- MISCELLANEOUS**

- 13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she 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 this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no

responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

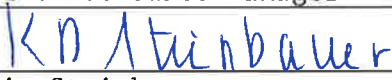
After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank-Signatures follow on Signature Form]

### **VENDOR CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Wenger Corporation  
Address 555 Park Drive  
City/State/Zip Owatonna, MN 55060  
Telephone No. 800/733.0393, Ext. 747  
Fax No. 507/774.8575  
Email address kim.steinbauer@wengercorp.com  
Printed name Kim Steinbauer  
Position with company District Sales Manager  
Authorized signature   
Kim Steinbauer

#### **Accepted by The Cooperative Purchasing Network:**

Term of contract \_\_\_\_\_ to \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

TCPN Contract Number R4925



### VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name Wenger Corporation  
Address 555 Park Drive  
City/State/Zip Owatonna, MN 55060  
Telephone No. 800/733.0393, Ext. 747  
Fax No. 507/774.8575  
Email address kim.steinbauer@wengercorp.com  
Printed name Kim Steinbauer  
Position with company District Sales Manager  
Authorized signature Kim Steinbauer  
Kim Steinbauer

Accepted by The Cooperative Purchasing Network:

Term of contract October 1, 2014 to September 30, 2017

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Rita Drabek  
Region 4 ESC Authorized Board Member

August 26, 2014  
Date

Rita Drabek  
Print Name

Faye B. Bryant  
Region 4 ESC Authorized Board Member

8-26-2014  
Date

Faye B. Bryant  
Print Name

TCPN Contract Number R140804



## Appendix D:

### GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

*Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

☐ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

Page 19 of 61

#### 7.1 Delivery

Wenger products are shipped within 30 days After Receipt of Delivery.

Page 29 of 61

#### Vendor Orientation

Date of Vendor Orientation to be determined.

Page 55 of 61

#### Performance Capability

5.

Freight charges are calculated per order. Contract pricing is product only.



**Appendix E:**  
**QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

**1. States Covered**

Offeror must indicate any and all states where products and services can be offered.

**Please indicate the price co-efficient for each state if it varies.**

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

**2. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? ☐ Yes ☒ No
- If the answer is yes, do you plan to offer your program or partnership through TCPN ☐ Yes ☒ No

\* See attached Good Faith Letter & Vendor List \*

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?

\* Not applicable to Wenger Corporation \*

☐ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

### 3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

#### a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

#### f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

### 4. Residency

Responding Company's principal place of business is in the city of Owatonna State of MN.

June 20, 2014

Region 4 ESC  
Robert Zingelmann  
7145 West Tidwell Road  
Houston, TX 77092

Re: Diversity Programs  
Page 30 of 61 (2)

RFP Title: Performing Arts Apparel, Instruments, Equipment and Related Services  
RFP No.: 14-08

Good Faith Effort

Dear Robert:

Wenger Corporation does not use subcontractors in the manufacture of the products on which we are bidding. We do, however, utilize several MBE/WBE/DVBE vendors throughout the year in various aspects of our daily business. They are listed on the attached page, and are updated annually.

We are making an earnest effort to solicit prospective MBE/WBE/DVBE vendors. We also utilize the National Minority Business Directory for sourcing. Our Purchasing Department continues to search for MBE/WBE/DVBE vendors who have the products and services that we can use in the manufacture of our products.

Sincerely,



Kim Steinbauer  
District Sales Manager  
Wenger Corporation  
555 Park Drive  
Owatonna, MN 55060  
800/733.0393 Ext. 747  
kim.steinbauer@wengercorp.com

MBE/WBE/DVBE Vendors Used By Wenger Corporation



Aero Assemblies, Inc.  
12012 12<sup>th</sup> Avenue South  
Burnsville, MN 55337  
800/932.0177  
MBE  
Vendor No. 404

J.C. Press  
785 SW 24<sup>th</sup> Avenue  
Owatonna, MN 55060  
507/446.5300  
Woman-owned Business  
Vendor No. 7299

Express Employment Specialists  
812 South Elm Avenue  
Owatonna, MN 55060  
507/455.3002  
Woman-owned Business  
Vendor No. 1795

Lasersharpe Incorporated  
111 19<sup>th</sup> Street West  
Hastings, MN 56033  
651/437.8855  
WBE  
Vendor No. 7447

Anchor Paper  
480 Broadway Street  
St. Paul, MN 55101  
800/652.9755  
Woman-owned Business  
Vendor No. 580

Olsen Chain & Cable  
7225 Washington Avenue South  
Edina, MN 55439  
800/328.1906  
Woman-owned Business  
Vendor No. 3739

Spherion  
120 Oakdale Street  
Owatonna, MN 55060  
507/451.3400  
Woman-owned Business  
Vendor No. 248

M. Vincent & Associates  
9341 Penn Avenue South  
Minneapolis, MN 55341  
800/447.3317  
Veteran-owned Business  
Vendor No. 317

Precision Punch & Plastic  
6100 Blue Circle Drive  
Minnetonka, MN 55343  
800/233.4516  
Woman-owned Business  
Vendor No. 4070

C L Benson Company  
4761 Old Highway 8  
Moundsview, MN 55112  
651/287.1356  
Woman-owned Business  
Vendor No. 8219

Wooster Products Incorporated  
1000 Spruce Street  
Wooster, OH 44691  
800/321.4936  
MBE  
Vendor No. 8102



Anchor Audio  
2565 West 237<sup>th</sup> Street  
Torrance, CA 90505  
310/784.2300  
Woman-owned Business  
Vendor No. 697

Aircleaning Technology  
13310 Industrial Park Drive.  
Plymouth, MN 55441  
763/557.7162  
Veteran-owned Business  
Vendor No. 198



Straight River Sports  
222 Bridge Street  
Owatonna, MN 55060  
507/451.1666  
Woman-owned Business  
Vendor No. 143

Lundell Manufacturing Corporation  
2700 Ranchview Lane  
Minneapolis, MN 55447  
763/559.4114  
Veteran-owned Business  
Vendor No. 3852

J Shore and Company LLC  
2423 West Highway 14  
Owatonna, MN 55060  
507/451.1360  
Woman-owned Business  
Vendor No. 4531

Minneapolis Glass Company  
14600 28<sup>th</sup> Avenue North  
Plymouth, MN 55447  
763/559.0635  
WBE  
Vendor No. 1117

Hiawatha Rubber  
1700 67<sup>th</sup> Avenue North  
Minneapolis, MN 55430  
763/566.0900  
Veteran-owned Business  
Vendor No. 7068

Superior Tube Products Incorporated  
280 East 90<sup>th</sup> Street  
Davenport, IA 52806  
563/285.1914  
WBE  
Vendor No. 1113

L & L Insulations  
3305 SE Delaware Street  
Ankeny, IA 50021  
515/963.9170  
Veteran-owned Business  
Vendor No. 289

Preston Specialties Incorporated  
103 Coffee Street  
Preston, MN 55949  
507/467.2137  
WBE  
Vendor No. 951

## 5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the third box is checked a detailed explanation of the names and convictions must be attached.

## 6. Processing Information

Company contact for:

### Contract Management

Contact Person: Kim Steinbauer  
Title: District Sales Manager  
Company: Wenger Corporation  
Address: 555 Park Drive  
City: Owatonna State: MN Zip: 55060  
Phone: 800/733.0393 x747 Fax: 507/774.8575  
Email: kim.steinbauer@wengercorp.com

### Billing & Reporting/Accounts Payable

Contact Person: Jackie Sayres  
Title: Credit Administator  
Company: Wenger Corporation  
Address: 555 Park Drive  
City: Owatonna State: MN Zip: 55060  
Phone: 800/733.0393 x168 Fax: 507/774.8569  
Email: jackie.sayres@wengercorp.com

### Marketing

Contact Person: Stacy Hanson  
Title: VP/Marketing and Product Development  
Company: Wenger Corporation  
Address: 555 Park Drive  
City: Owatonna State: MN Zip: 55060  
Phone: 800/733.0393 x318 Fax: 507/455.4258  
Email: stacy.hanson@wengercorp.com

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☒ Manufacturer direct      ☐ Certified education/government reseller  
☐ Authorized distributor      ☐ Manufacturer marketing through reseller  
☐ Value-added reseller      ☐ Other \_\_\_\_\_

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.  
☒ Yes    ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. ☒ Yes    ☐ No  
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? ☒ Yes    ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
BuyBoard	No	Annual	\$1,290,000

[Remainder of Page Intentionally Left Blank]



**Appendix F:**  
**COMPANY PROFILE**

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting
  - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2010, 2011, 2012.
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2010, 2011, 2012.
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

### **Marketing / Sales**

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
  - a. A co-branded press release within first 30 days
  - b. Announcement of award through any applicable social media sites
  - c. Direct mail campaigns
  - d. Co-branded collateral pieces
  - e. Advertisement of contract in regional or national publications
  - f. Participation in trade shows
  - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
    - i. TCPN and Region 4 ESC Logo
    - ii. Link to TCPN and Region 4 ESC website
    - iii. Summary of contract and services offered
    - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
19. Explain how your company plans to market this agreement to existing government customers.
20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.
21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ \_\_\_\_\_ in year one

\$ \_\_\_\_\_ in year two

\$ \_\_\_\_\_ in year three

### **Administration**

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
25. Describe the capacity of your company to report monthly sales through this agreement.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

### **Green Initiatives**

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

### **Vendor Certifications (if applicable)**

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

### **References**

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

## Appendix F:

### Company Profile

1. Company's official registered name  
Wenger Corporation
2. Brief History of company, including the year it was established.

Wenger began business in 1946 – 68 years ago

#### History:

Wenger Corporation was founded in 1946 to provide innovative, high-quality products and solutions for music and theatre education, performing arts, Worship environments and athletic equipment storage and transport. We have spent more than 65 years listening to what our customers need and then designing and developing durable, functional products to meet those needs.

#### Size:

Wenger employs approximately 400 employees at its Owatonna, MN corporate headquarters.

#### Areas of Specialty/Concentration:

Wenger Corporation provides innovative, high-quality products and solutions for music and theatre education, performing arts and athletic equipment storage and transport. Products include; acoustical shells, wall and ceiling treatment, doors and sound-isolating music practice rooms, audience seating, portable staging, music posture and portable audience chairs, orchestra pit fillers, make-up stations and music furniture. We also offer GearBoss, a complete line of athletic storage products.

3. Company's Dunn & Bradstreet (D&B) number.  
00-616-7647
4. Corporation office location.  
555 Park Drive  
Owatonna, MN 55060
5. List the total number of sales persons employed by your organization within the United States, broken down by market.  
21 Male  
26 Female  
K-12, Worship, College, Universities, Performing Arts, Field Sales.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Home/Corporate location:

555 Park Drive, Owatonna, MN 55060

Service Center; Wenger Corporation Customer Service – 555 Park Drive, Owatonna, MN 55060

Key Contacts; Kim Steinbauer, District Sales Representative.

555 Park Drive, Owatonna, MN 55060 800/733.0393, Ext. 747 [kim.steinbauer@wengercorp.com](mailto:kim.steinbauer@wengercorp.com)



7. Provide contact information for the person(s) who will be responsible for the following areas.
- a. Sales – Kim Steinbauer – District Sales Mgr. 800/733.0393, Ext. 747 [kim.steinbauer@wengercorp.com](mailto:kim.steinbauer@wengercorp.com)
  - b. Sales Support – Kim Steinbauer – District Sales Mgr. 800/733.0393, Ext. 747 [kim.bauer@wengercorp.com](mailto:kim.bauer@wengercorp.com)
  - c. Marketing – Stacy Hanson – Mkty. Comm. Mgr. 800/733.0393, Ext. 318 [stacy.hanson@wengercorp.com](mailto:stacy.hanson@wengercorp.com)
  - d. Financial Reporting – Ben Dahlberg – Cost Acct. 800/733.0393, Ext. 225 [ben.dahlberg@wengercorp.com](mailto:ben.dahlberg@wengercorp.com)
  - e. Executive Support – Lori Maas – VP of Sales – 800/733.0393, Ext. 187 [lori.maas@wengercorp.com](mailto:lori.maas@wengercorp.com)

8. Define standard terms of payment.

Net 30 days

9. Who is the competition in the marketplace?
10. Overall annual sales for the last three (5) years  
\$559,000,000
11. Overall public sector sales, excluding Federal Government, for last three (3) years.
12. What is the strategy to increase market share?
13. What differentiates company from competitors?

Wenger Corporation's brand, quality and level of service, along with our innovation in design position as a the market leader.

14. Describe the capabilities and functionality of firm's on-line catalog/ordering website.

Our catalogs are available as pdf downloads or on-line, just choose a catalog you would like to view at [www.wengercorp.com](http://www.wengercorp.com).

15. Describe company's Customer Service Department (hours of operation, number of service centers)

Wenger Customer Service Department is located at 555 Park Drive, Owatonna, MN 55060.

Monday-Friday 8:00 – 5:00 p.m. 800/887.7145.

16. Provide information regarding whether firm has been involved in any litigation, bankruptcy or reorganization.

No/Not applicable to Wenger Corporation.

17. Detail how your organization plans to market this contract within the first ninety days of the award date.

1. Social Media Announcement

- a. Wenger Facebook Page – <https://www.facebook.com/WengerCorp>

2. Direct Mail Campaign

- a. Printed Postcard highlighting contract and services offered mailed to TCPN members within 30 days of award.

3. Co-branded Collateral Pieces

- a. Wenger Music Education Catalog with TCPN Contract Sticker applied and distributed at request and at TMEA.
- b. Standard comment regarding TCPN Contract information on quotations.

4. Participation in Trade Shows

- a. Banner highlighting TCPN Contract information at TMEA.

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Our sales staff works with each customer to help them through the purchasing process. TCPN is always offered as a National Purchasing Network option. If the customer is not a member or if detailed arise we refer the customer to TCPN for further information and qualifications.

19. Explain your company plans to market this agreement to existing government customers.

Wenger holds a GSA contract and will not market TCPN to our current government customers, (military bands/military schools)

20. – 21. Provide a detailed ninety day plan describing how the contract will be implemented within your firm.

Wenger is a current contract holder. Our sales teams are familiar with the contract and its benefits. When an award is received, a detailed e-mail will be sent to the sales organization notifying them to our new contract number and effective dates. We will update our standard quote comment with the new contract number for the sales teams and will provide new TCPN stickers to be used for catalogs and other mailings. Our sales teams will continue to mark TCPN orders with an advertising code for internal tracking and reporting.

22. Acknowledge that your organization agrees to provide its company logo to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Wenger acknowledges that we agree to provide our company logo to Region 4 ESC and we agree to provide permission for reproduction of such logo in marketing.

23. Provide the revenue that your organization anticipates each year for the first three years of this agreement.

\$950,000 in year one  
\$1,000,000 in year two  
\$1,100,000 in year three

## Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name's contact persons and contact information as references.

Wenger is also an approved vendor with BuyBoard, Our primary contact is Debbie Harrington, BuyBoard Accounting, Phone: 800/695.2919.

25. Describe the capacity of your company to report monthly sales through this agreement.

Monthly reporting is completed by our Finance team. Each report produced is based on the requirements of the organization with which we are associated.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Wenger can provide order detail with monthly reporting to include entity/order number/Purchase Order number/product dollars and TCPN fee.

27. Provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Not applicable to Wenger Corporation

## Green Initiatives

28. Provide your company's environmental policy and/or green initiative.

For as long as we have been developing products to meet the needs of our customers, we have also been exploring ways to be better stewards of the environment we share. Whether it is the nearly 1,000 tons of materials we recycled last year or the energy-efficient lighting in our plant, our goals have always been green

- Green cleaning agents and a non-metallic conversion coating.
- Securing properly sized raw materials eliminates waste.
- Computer-optimized cutting processes improve yield.
- ISO quality-improvement tools reduce scrap.
- Wenger delivery trucks are built with the latest clean-burning diesel emission-control technologies.
- Stretch-wrapping eliminates corrugated waste.
- Post-installation packaging is returned and reused and recycled.
- Pallets are reused or remanufactured.
- Instant foam packaging – free of CFC's and HCFC's is used where possible.

29. See attached



## Franchise Tax Account Status

As of: 06/27/2014 11:03:44 AM

**This Page is Not Sufficient for Filings with the Secretary of State**

WENGER CORPORATION	
Texas Taxpayer Number	14107598584
Mailing Address	555 PARK DR OWATONNA, MN 55060-4940
Right to Transact Business in Texas	ACTIVE
State of Formation	MN
Effective SOS Registration Date	11/15/2002
Texas SOS File Number	0800142807
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



## **Wenger's Music Room Storage Solutions Achieve GREENGUARD's Children & Schools<sup>SM</sup> Certification; Initiative Aimed at Providing Good Indoor Air Quality in Schools**

Owatonna, Minn. – Wenger Corporation is proud to announce that its musical instrument and equipment storage solutions have achieved GREENGUARD Children & Schools<sup>SM</sup> Certification.

“While providing innovative, high-quality storage options for music programs, we also understand the important role indoor air quality plays in a child’s education,” said Stacy Hanson, marketing manager with Wenger, based in Owatonna, Minnesota. “And we want to ensure our products help promote the best possible learning environment.”

According to the U.S. Environmental Protection Agency, indoor air quality is important for health, economic and legal reasons. Indoor air pollutants can cause discomfort, and they are directly linked to children’s health and academic performance. Independent studies show student test scores increase by an average of 14 percent in classrooms with improved indoor air quality.

“We are pleased to welcome Wenger Corporation as a participating manufacturer in the GREENGUARD Certification Program,” stated Marilyn Black, founder of the GREENGUARD Environmental Institute (GEI). “With music room storage solutions achieving this certification, Wenger continues to show its commitment to good indoor air quality.”

The GREENGUARD Children & Schools Certification is among the most stringent in the world and takes into account the special sensitivities of children. It requires all products be tested annually for more than 10,000 different chemicals and meet rigorous health-based criteria for volatile organic compounds (VOCs) including phthalates and formaldehyde. For more information about the GEI, visit [www.greenguard.org](http://www.greenguard.org).

### About Wenger Corporation

Wenger Corporation provides innovative, high-quality products and solutions for music and theatre education, performing arts and athletic equipment storage and transport. For more than 60 years Wenger has been listening to what our customers need and then designing and manufacturing innovative, durable and functional products to meet those needs.

Wenger pioneered sound isolation in practice rooms and now offers modular rooms with virtual acoustic technology (VAE<sup>®</sup>) and built-in digital recording/playback. Products for music and theatre spaces include: pre-engineered acoustical doors, sound-isolating music practice

rooms, acoustical shells, acoustical wall and ceiling treatment, instrument and equipment storage cabinets, audience seating, portable stage platforms and staging systems, music posture and portable audience chairs, orchestra pit fillers, makeup stations, tiered risers and music furniture.

Our GearBoss<sup>®</sup> line of athletic storage products includes: team room lockers, high-density storage systems, shelving, multi-function carts, mobile water carts, merchandise kiosks for fundraising and a full complement of accessories.

The company's website is [www.wengercorp.com](http://www.wengercorp.com). In addition to its headquarters in Owatonna, Minn., Wenger has facilities in Canada and China, along with international distributors. The company is privately held.





# Green Globes®

A Nationally Recognized Alternative to LEED

**BUILDING DESIGN, CONSTRUCTION AND OPERATION HAVE EXTENSIVE IMPACTS ON THE ENVIRONMENT.** Buildings use resources such as energy, water and raw materials. They also generate waste and emit potentially harmful atmospheric emissions. Building designers and owners face a unique challenge: meet the demand for new and renovated facilities designed and operated to achieve a return on investment – while minimizing their impact on the environment.

**TO THAT END, TWO NATIONALLY ACCEPTED ENVIRONMENTAL RATING AND ASSESSMENT SYSTEMS ARE NOW IN THE MARKETPLACE.**

**GREEN GLOBES®** – a revolutionary green building guidance and assessment program that offers an effective, practical and affordable way to advance the overall environmental performance and sustainability of commercial buildings. Green Building Initiative (GBI), exclusive provider of Green Globes Building Certifications, U.S., completed the process to make Green Globes the first and only commercial building rating system to become an American National Standard (ANSI).

GBI offers two products: Green Globes New Construction (NC) and Green Globes Continual Improvement of Existing Buildings (CIEB). The Green Globes Professional Training Program equips individuals to become consultants in either program.

**LEED** – provides building owners and operators a framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. Developed by the U.S. Green Building Council, the LEED green building certification program offers a suite of rating systems that recognize projects that implement strategies for better environmental and health performance.



**NEWELL RUBBERMAID BUILDING**  
**TWO GREEN GLOBES**



**WWW.THEGBI.ORG • 2104 SE MORRISON • PORTLAND, OR 97214 • 877.424.4241 • INFO@THEGBI.ORG**



# **Green Globes®** A Nationally Recognized Alternative to LEED

**SINCE 2004, GREEN GLOBES HAS BUILT A STRONG PRESENCE AS A NATIONALLY RECOGNIZED RATING AND ASSESSMENT SYSTEM.** Its web applications have been recognized in legislation in 22 states and have assessed, improved and certified 130+ buildings which include General Services Administration, Veteran's Affairs, the State Department, Drexel University, Bristol Myers Squibb and Whole Foods among others. Several major insurance companies give premium discounts on Green Globes buildings believing them to be at less risk. The State Department of Education accepts Green Globes as a recognized system to assess schools and educational institutions and the National Institute of Health endorses Green Globes as an assessor of laboratories. In March 2010, Green Globes became the first commercial green rating system to become an American National Standards Institute (ANSI) consensus standard.

## GREEN GLOBES / LEED - A COMPARISON

CRITERIA	GREEN GLOBES	LEED
(ANSI) Developed Through Recognized Consensus Process	YES	NO
Nationally Accepted Environmental Rating and Assessment Program	YES	YES
Program Delivery	Web enabled interactive questionnaire	Online forms
New Construction Assessment	YES	YES
Existing Buildings Assessment	YES	YES
Program Points	1,000	110
Energy Performance	Benchmarks against actual regional performance data <small>New Construction</small>	Benchmarks against hypothetical building model <small>New Construction</small>
Criteria Weighted – Partial Credit Scores Possible	YES	LIMITED
Forest Certifications Accepted	4	1
Specific Prerequisite Items	NO	YES
Minimum Points Required for Certification	YES	YES
Incorporates Life Cycle Assessment	YES	NO
Flexibility for Non-Applicable Criteria	YES	NO
Automated Online Report Incorporates Sustainability Recommendations	YES	NO
Certification Process	Assessor assigned/on-site building audit with team	Fill out assessment form, submit, await results
Certification Ratings	4 Globes 3 Globes 2 Globes 1 Globe	LEED Platinum LEED Gold LEED Silver Certified LEED
Certified Personnel Training Program Available	YES	YES
Time Requirements to Complete Documentation		
Cost to Certify a Typical Building > 100,000 sq ft	\$	\$\$\$

**GREEN GLOBES IS NORTH AMERICA'S FIRST** web-enabled, fully interactive green building assessment tool that allows building professionals and owners to augment their design, in the case of new construction, or incorporate sustainability operations, in the case of existing buildings, and rate the building's proposed or actual sustainability performance. The system features allow building owners and managers to have first-hand knowledge at any given time how their building is scoring. If a building achieves at least 35% of the total number of 1,000 points, it qualifies for certification. Upon ordering the certification, a third-party Assessor appointed by the GBI begins to work with the owner and team during the assessment period which culminates in an on-site audit of the building. Green Globes places an emphasis on benchmarking and improvements, providing an easier, affordable way to go green. Green Globes rating and certification process can be completed for a fraction of the combined hard/soft costs and time associated with LEED. Green Globes is ideal for complex or specialty buildings that cannot be certified with LEED.



GREENGUARD ENVIRONMENTAL INSTITUTE

CONGRATULATES

*Wenger Corporation*

FOR ACHIEVING GREENGUARD CERTIFICATION

FOR LOW EMITTING PRODUCTS AND MATERIALS

UNDER THE STANDARDS OF THE INSTITUTE.



September 10, 2009

CERTIFICATION DATE

90208

CERTIFICATION NUMBER

Manfred Stöckel, PhD

EXECUTIVE OFFICER

FOR DISPLAY PURPOSES ONLY

Certificate Number  
40639

Registration Date: 03/10/2014  
Expiration Date: 03/09/2016



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014  
Wenger Corporation

**Responsible Representative(s):**

Christopher Sipson, President  
Mary Ann Smith, Secretary

**Responsible Representative(s):**

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** WENGER CORPORATION  
**Trade Name:**  
**Address:** 555 PARK DR  
OWATONNA, MN 55060-4940  
**Certificate Number:** 0092865  
**Effective Date:** November 01, 1994  
**Date of Issuance:** March 06, 2013

**For Office Use Only:**  
20130306102912655



## Appendix I:

### EVALUATION QUESTIONNAIRE/SELF CHECKLIST

#### **Products/Pricing (40 Points)**

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? ☐Yes ☒No
2. Is there a price list for all available products/services on a corresponding electronic device?  
☒Yes ☐No
3. Did you provide the warranty information that is offered by your company?  
☒Yes ☐No
4. Will customers be able to verify they received the contract price?  
☒Yes ☐No

Please explain how they would verify the contract price.

5. What payment methods do you accept?  
A. Purchase Order B. CIA/Credit Card

#### **Performance Capability (30 Points)**

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1?  
☒Yes ☐No
2. What is the capability of your company to respond to emergency orders?  
Please explain what actions you would take. All orders are reviewed and will be accommodated, if possible.
3. Please provide your company's average fill rate over the last three fiscal years.  
1) 99% 2) 99% 3) 99%
4. Please provide your company's average on time delivery rate over the last fiscal year.  
98%
5. Does your company agree to the following statement on shipping charges "All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing." ? ☐Yes ☒No

If not please explain. Prices in catalog do not include shipping and handling charges. For more information, please contact your Wenger representative. In order to provide you the most favorable rate we calculate the cost of each shipment individually based on size and weight.

6. What is your company's return and restocking policy? Are there any applicable fees?  
Please provide a brief description and example. Returns are not accepted without written approval from Wenger Corporation. Authorized returns are subject to a minimum 20% restocking fee, which may be higher, depending on product. Custom product are not returnable.
7. What is your company's history of meeting shipping and delivery timelines?  
100%
8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? ☒Yes ☐No

If not, please explain.

9. Did you provide your company's information regarding your customer service department as per APPENDIX F, Question 15? ☒Yes ☐No
10. What is your company's current invoicing process? Invoice sent day after order ships  
Terms, Net 30
11. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20? ☐Yes ☐No
12. Did you provide your Dun & Bradstreet number? ☒Yes ☐No
13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14? ☐Yes ☐No

**Qualification and Experience (20 points)**

1. What is your company's reputation in the marketplace?
2. What is the reputation of your products and/or services in the marketplace?
3. Does your company have past experience with Region 4 ESC and/or TCPN members?  
If so, please list them and their contact information (Up to five).
4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6?  
☐Yes ☐No
5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7? ☒Yes ☐No
6. What past experience does your company have working in the government sector?
7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24? ☐Yes ☐No
8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? ☒Yes ☐No
9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? ☐Yes ☐No
10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? ☐Yes ☒No
11. Did you list and submit all applicable M/WBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds? ☐Yes ☒No

**Value Add (10 Points)**

1. Did you submit a marketing plan as per APPENDIX F, Question 17?  
☒Yes ☐No
2. Did you provide a national sales training plan as per APPENDIX F, Question 21?  
☒Yes ☐No



**Appendix B:**  
**PRODUCT / SERVICES SPECIFICATIONS**

It is the intention of Region 4 ESC to establish an annual contract with highly qualified Vendor(s) for **Performing Arts Apparel, Instruments, Equipment and Related Services** on a national basis. Vendor(s) shall, at the request of TCPN member, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS. Vendor(s) shall assist the TCPN member with making a determination of its individual needs, as stated below.

Region 4 ESC is seeking proposals for products and services including, but not limited to, the following:

- Apparel Accessories
- Band Uniforms
- Blouses
- Choir
- Dresses
- Gowns
- Jackets
- Orchestra
- Shells
- Shoes
- Shrugs
- Skirts
- Tops
- Tuxedos
- Woodwind Instruments
- Brass Instruments
- Percussion Instruments
- String Instruments
- Classroom Instruments
- Keyboards / Pianos
- Repair & Tuning
- Instrument Accessories
- Music - instrumental and vocal, including but not limited to UIL listings, method books, etc.
- Sound Systems

Respondents are strongly encouraged to submit their entire catalogue within this scope. All products should be offered with a minimum one year standard warranty. Extended warranties may be offered as part of the respondent's submission under the guidelines of Appendix C of this RFP.

\* See enclosed Wenger Music Education 2013-2014 PDF Version CD





Clark County SD  
Las Vegas, NV  
Lakesha Terrell  
702/799.5225  
Music Furniture and Equipment  
\$506,646.15

Fairfax County PS  
Falls Church, VA  
Keith Taylor  
571/423.4538  
Music Furniture and Equipment  
\$402,644.25

Virginia Beach City PS  
Virginia Beach, VA  
John Brewington  
757/263.1077  
Music Furniture and Equipment  
\$209,426.00

Stafford County PS  
Stafford, VA  
Allison Langridge  
540/658.6690  
Music Furniture and Equipment  
\$266,064.00

Prince William County PS  
Manassas, VA  
Joyce Zsembery  
703/791.8105  
Music Furniture and Equipment  
\$245,737.00

Loudoun County PS  
Ashburn, VA  
Michael Pierson  
571/252.1592  
Music Furniture and Equipment  
\$231,659.00

Humble ISD  
Humble, TX  
Allen, Miller  
281/634.8992  
Music Furniture and Equipment  
\$108,564.00

Conroe ISD  
Conroe, TX  
Patrick Paris  
936/756.7751  
Music Furniture and Equipment  
\$253,043.00

Pasadena ISD  
Pasadena, TX  
Linda Fletcher  
713/920.6942  
Music Furniture and Equipment  
\$239,511.00

Katy ISD  
Katy, TX  
Bob Bryant  
281/396.6000  
Music Furniture and Equipment  
\$145,750.00





## **Vendor Orientation**

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between September 2 and September 26.

**If awarded**, our company will plan to attend vendor orientation on To be determined.

Potential attendees will include:

Raul Estrada, Jr.  
Regional Sales Manager

Signature: \_\_\_\_\_

*Kim Steinbauer*

Date: 6/20/2014

Kim Steinbauer,  
District Sales Manager  
Wenger Corporation

## **Appendix J:** **STATE NOTICE**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

### Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

Certain Public Agencies and Political Subdivisions:

### **Cities, Towns, Villages, and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE  
CITY OF COBURG

CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF BATON ROUGE  
CITY OF BOSSIER CITY  
CITY OF KENNER  
CITY OF LAFAYETTE  
CITY OF LAKE CHARLES  
CITY OF METAIRIE  
CITY OF MONROE  
CITY OF NEW ORLEANS  
CITY OF SHREVEPORT

**Counties including but not limited to:**

BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL  
CADD0 PARISH  
CALCASIEU PARISH  
EAST BATON ROUGE PARISH  
JEFFERSON PARISH  
LAFAYETTE PARISH  
LIVINGSTON PARISH  
ORLEANS PARISH  
PLAQUEMINES PARISH  
RAPIDES PARISH  
SAINT TAMMANY PARISH  
TERREBONNE PARISH  
WEST BATON ROUGE PARISH

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT

BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO. 17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO. 29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON COUNTY SCHOOL DISTRICT NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN COUNTY SCHOOL DISTRICT 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOHAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6

PHOENIX TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32  
CADDOPARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
JEFFERSON PARISH SCHOOL DISTRICT  
LAFAYETTE PARISH SCHOOL DISTRICT  
LIVINGSTON PARISH SCHOOL DISTRICT  
ORLEANS PARISH SCHOOL DISTRICT  
RAPIDES PARISH SCHOOL DISTRICT  
TERREBONNE PARISH SCHOOL DISTRICT

**Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE



ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY  
BRIGHAM YOUNG UNIVERSITY-HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**State Agencies**

BOARD OF MEDICAL EXAMINERS  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPARTMENT OF TRANSPORTATION  
OREGON DEPARTMENT OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPARTMENT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
ADMIN. SERVICES OFFICE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH-JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPARTMENT OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPARTMENT OF EDUCATION



**Appendix H:**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1    Clean Air and Water Act
- DOC #2    Debarment Notice
- DOC #3    Lobbying Certification
- DOC #4    Contractors Requirements
- DOC #5    Antitrust Certification Statement

**FOR NEW JERSEY VENDORS ONLY:**

- DOC #6    Ownership Disclosure Form
- DOC #7    Non-Collusion Affidavit
- DOC #8    Affirmative Action Affidavit
- DOC #9    Pay to Play Notice and Political Contribution Form
- DOC #10   Stockholder Disclosure Certification

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

**Clean Air and Water Act**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Wenger Corporation

Title of Authorized Representative: Kim Steinbauer, District Sales Manager

Mailing Address: 555 Park Drive, Owatonna, MN 55060

Signature: Kim Steinbauer  
Kim Steinbauer

DOC #2

**Debarment Notice**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Wenger Corporation

Title of Authorized Representative: Kim Steinbauer, District Sales Manager

Mailing Address: 555 Park Drive, Owatonna, MN 55060

Signature:   
Kim Steinbauer

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



\_\_\_\_\_  
Signature of Respondent

Kim Steinbauer,  
District Sales Manager  
Wenger Corporation

\_\_\_\_\_  
6/20/2014

\_\_\_\_\_  
Date

**CONTRACTOR CERTIFICATION REQUIREMENTS****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

---

**Fingerprint and Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

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**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



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Signature of Respondent

Kim Steinbauer, District Sales Manager

6/20/2014

Wenger Corporation

---

Date

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

President, CEO

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Position with Company

**Fax** 507/455.4258



SALES BID, QUOTE AND CONTRACT AUTHORITY CERTIFICATE

RESOLVED, Wenger personnel as outlined on the attached addendums have been authorized and empowered to prepare and submit price quotations, proposals, and bids in connection with the sale of the products of Wenger Corporation and its businesses and to enter in such sales contracts as may be the result of such negotiations, proposals, and bids, and to sign such documents to carry out the foregoing.

  
Christopher S. Simpson  
President and CEO of Wenger Corporation

STATE OF MINNESOTA)  
    )SS  
COUNTY OF STEELE)

Christopher S. Simpson, being first duly sworn on oath says that he is the President and CEO of Wenger Corporation; that he has read the foregoing Certificate, knows the contents thereof and that the same is true of his own knowledge.

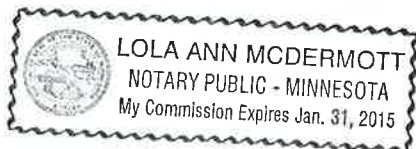
Dated June 20, 2014

Lola Ann Mc Dermott

Subscribed and sworn to before me this

20th day of June, 2014

CORPORATE SEAL



## CERTIFICATE ADDENDUM

### Wenger Corporation, Corporate Officers, Administration and Manufacturing:

Simpson, Christopher S.     Unlimited

McCusker, Joseph J.        Unlimited

### Wenger Corporation - Up to \$500,000:

Carman, Tom

Kingsley, Jim

Maas, Lori

Smith, Mary Ann

Swanquist, Barry

### Wenger Corporation - Up to \$300,000:

Ferch, Michael

Freiheit, Ron

Hanson, Stacy

Hutchison, Eron

Ingalls, Mark

Meyer, Dennis

Melhouse, Gayle

Nash, Jan

Nelson, Gregg

Prissel, Iris

Probst, Ron

Steinbauer, Kim

Tuthill, Jodi

Wagner, Nancy

### Wenger Corporation - Up to \$150,000:

Atkinson, Stephanie        Middlestadt, Jane

Grinnell, Valery            Orłowski, Kris

Dietz, Gloria                Storjohann, Chris

Ferrise, Terry                Ulrich, Paula

Flemming, Chris            Ulrich, Sherrie

Goette, Deb                 Wesely, Cynthia

Gore, Cris

Grunklee, Lori

Hrdlichka, Mida

Kramer, Maggie

Lunde, Cathy

Melzer, Susan

### Wenger Corporation - Up to \$100,000:

Thompson, Kari

## CERTIFICATE ADDENDUM

### Wenger Corporation - Up to \$75,000:

Ahern, Colleen	Marreel, Sharon
Anderson, Teresa	Moen, Karrie
Anhorn, Dale	Morris, Sue
Barwick, Lori	Muilenburg, Kasey
Bahe, Chad	Olson, Douglas
Bell, Melissa	Pelinka, Julie
Berg, Jackie	Root, Sherry
Bulver, Lisa	Schieffer, Cathy
Clark, Nancy	Schiller, Leah
Crisman, Jordan	Springer, Gwen
Dodd, Rick	Steidler, Mary
Ehrich, Traci	Supalla, Margaret
Evers, Julie	Walker, Debra
Grannes, Judy	Wunderlich, Tina
Haville, Susan	Zacharias, Cassie
Herz, Tricia	
Hobgood, Brenda	
Jensen, Vanessa	
Korbel, Sarah	
Kulla, Patty	

DOC #6

**OWNERSHIP DISCLOSURE FORM**  
**(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature and Title**

DOC #7

## NON-COLLUSION AFFIDAVIT

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

State of New Jersey

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_, State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

*the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey  
My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

DOC #8

**AFFIRMATIVE ACTION AFFIDAVIT**  
**(P.L. 1975, C.127)**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
2. A photo copy of their Certificate of Employee Information Report \_\_\_\_\_  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form  
AA201-A upon receipt. \_\_\_\_\_

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature and Title**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent



DOC #9

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:		Wenger Corporation	
Address:		555 Park Drive	
City:	Owatonna	State: MN	Zip: 55060

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

KD Atinbauer

**Signature**

Kim Steinbauer

Printed Name

District Sales Manager

## Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

## Continuation Page

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page 1 of 1

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution  
Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

DOC #10

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Corporation

☐ Sole

Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)



**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:**

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).*

6/20/2014

Date



Authorized Signature & Title

Kim Steinbauer,  
District Sales Manager  
Wenger Corporation





To: Jason Wickel  
From: Robert Zingelmann  
Date: August 28, 2014  
Subject: Approval of Contract Awards

Per official action taken by the Board of Directors of Region 4 Education Service Center (ESC) on Tuesday, August 26, 2014 the following contracts were approved as presented:

➤ **Performing Arts Apparel, Instruments, Equipment & Related Services**

- DeMoulin Brothers & Company
- Music & Arts Center
- The Washington Music Sales Center
- Wenger Corporation

➤ **Fire Systems Maintenance & Inspection Services**

- APi National Service Group

➤ **Environmental Services (Supplemental)**

- ERC
- Southern Global Safety Services

➤ **Fleet Washing Products & Services**

- Zep Sales & Service

➤ **Grounds Keeping Products & Services**

- The Toro Company

All contracts shall commence on October 1, 2014. If you have any questions, please contact me.

  
\_\_\_\_\_  
Region 4 Education Service Center  
Chief Financial Officer



To: Board of Directors  
From: Robert Zingelmann  
Date: August 13, 2014  
Subject: Recommendation of Contract Award

Region 4 ESC/TCPN held a bid opening on Tuesday, July 1, 2014 for RFP # 14-08 for ***Performing Arts Apparel, Instruments, Equipment and Related Services***. There were nine (9) proposals submitted:

- DeMoulin Brothers & Company
- Fleming Instrument Repair
- Korg USA, Inc. – SoundTree
- Music & Arts Center
- Pepwear, LLC
- Spirit Worx
- The Washington Music Sales Center, Inc.
- Universal Melody Services dba H & H Music
- Wenger Corporation

After careful review of all proposals, the Evaluation Team has determined that four (4) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

#### CONSIDERATION

Award of annual contract in compliance with the bid laws of the State of Texas are recommended.

#### RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract
Performing Arts Apparel, Instruments, Equipment and Related Services	DeMoulin Brothers & Company Music & Arts Center The Washington Music Sales Center, Inc. Wenger Corporation	Three (3) years with option of two (2) annual renewals

Support documentation has been attached for your reference.

Enclosure: Bid Tab Summary



To: Robert Zingelmann  
Region 4 ESC

From: Jason Wickel  
President

Date: August 6, 2014

Re: Performing Arts, Apparel, Instruments & Equipment: RFP# 14-08

We have reviewed the responses and recommend that the following companies be awarded:

- *DeMoulin Brothers & Company*
- *Music & Arts Center*
- *Wenger Corporation*
- *The Washington Music Sales Center, Inc.*

The recommended vendors submitted offers that were determined to be most advantageous to The Cooperative Purchasing Network (TCPN) members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified products and services. They offer a wide variety of performing arts related products on a national scale and at a competitive price. Additionally three—Music & Arts Center, Washington Music Sales, and Wenger—are incumbent vendors who have performed well on their previous contracts. DeMoulin demonstrated good experience in the public sector and an excellent track record of performance.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of TCPN members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.

AFFIDAVIT OF PUBLICATION

# DJC



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

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

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

**Multiple Services**

**Region 4 Education Service Center; Bid Location Houston, TX, Harris County; Due 07/01/2014 at 02:00 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 2 time(s) in the following issues:

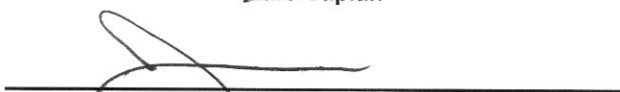
6/6/2014

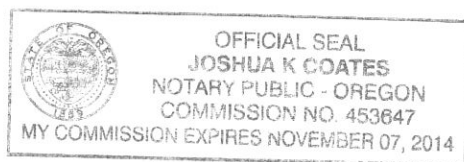
6/13/2014

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE **13th** DAY OF **June**, 2014

  
\_\_\_\_\_  
**Marc Caplan**

  
\_\_\_\_\_  
Notary Public-State of Oregon



**Deborah Bushnell**  
**The Cooperative Purchasing Network**  
11280 West Rd  
Houston, TX 77065-4493

**REGION 4 EDUCATION  
SERVICE CENTER  
MULTIPLE SERVICES  
Bids due 2:00 pm, July 1  
REQUEST FOR PROPOSALS**

Notice is hereby given that sealed responses will be received by Region 4 Education Service Center located at 7145 West Tidwell Road, Houston, TX 77092 until:

Tuesday, July 1, 2014 @ 2:00 PM CDT  
The Cooperative Purchasing Network (TCPN)

Request for Proposal (RFP) for  
RFP #14-08: Performing Arts Apparel, Instruments and Equipment

RFP #14-09: Fire Systems Maintenance and Inspection Services

RFP #14-10: Environmental Service-Supplemental

RFP #14-11: FleetWashingProducts and Services

RFP #14-12: Grounds Keeping Products and Services

All proposals duly delivered and submitted will be publicly opened and recorded on the date and time reflected above.

Any proposal received after the stated closing time will not be considered and returned unopened. If proposals are sent by mail, the Offeror shall be responsible for ensuring delivery of the proposal to Region 4 Education Service Center before the advertised date and hour for the opening. Proposals must be signed, sealed, clearly identified with the solicitation number, title, name and address of the company responding.

Specifications and details of this RFP can be found at [www.esc4.net](http://www.esc4.net) or [www.tcpn.org](http://www.tcpn.org) under Current Solicitations. General inquiries may be directed to Robert Zingelmann at [questions@esc4.net](mailto:questions@esc4.net)

Until final award, Region 4 Education Service Center reserves the right to reject any and/or all proposals, to waive any technicalities, to re-advertise, and to otherwise proceed when in the best interest of Region 4 Education Service Center.  
Published June 6 & 13, 2014.

10559425

STATE OF ARIZONA

COUNTY OF PINAL

SS.

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Tuesday, July 1, 2014  
@ 2:00 PM CDT

The Cooperative Purchasing Network  
(TCPN)

Request for Proposal (RFP)  
for

RFP # 14-08: Performing Arts  
Apparel, Instruments and Equipment  
RFP # 14-09: Fire Systems  
Maintenance and Inspection Services  
RFP # 14-10: Environmental  
Service-Supplemental  
RFP # 14-11: Fleet Washing  
Products and Services  
RFP # 14-12: Grounds Keeping  
Products and Services

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No. of publications: 2; dates of publications: June 5, 12, 2014.

## Affidavit of Publication

RUTH A. KRAMER

first being duly sworn deposes and says: That he/she is a native born citizen of the United States of America, over 21 years of age, that I am an agent and/or publisher of the Florence Reminder and Blade-Tribune, a weekly newspaper published at Florence, Pinal County, Arizona, on Thursday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for TWO consecutive issues the first publication thereof having been on the 5TH

day of JUNE A.D., 2014

Second publication JUNE 12, 2014

Third publication \_\_\_\_\_

Fourth publication \_\_\_\_\_

Fifth publication \_\_\_\_\_

Sixth publication \_\_\_\_\_

### FLORENCE REMINDER & BLADE-TRIBUNE

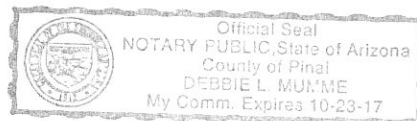
By [Signature]  
agent and/or publisher of the Florence Reminder & Blade-Tribune

Sworn to before me this 16th

day of June A.D., 2014

[Signature]

Notary Public in and for the County  
of Pinal, State of Arizona



STATE OF ARIZONA

COUNTY OF PINAL

SS.

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Specifications and details of this  
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[www.tcpn.org](http://www.tcpn.org) under Current  
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tions@esc4.net

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Second publication JUNE 12, 2014

Third publication \_\_\_\_\_

Fourth publication \_\_\_\_\_

Fifth publication \_\_\_\_\_

Sixth publication \_\_\_\_\_

### **FLORENCE REMINDER & BLADE-TRIBUNE**

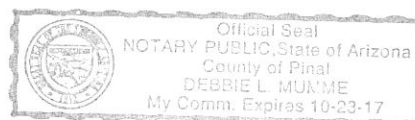
By [Signature]  
agent and/or publisher of the Florence Reminder & Blade-Tribune

Sworn to before me this 16th

day of June A.D., 2014

[Signature: Debbie L. Mummie]

Notary Public in and for the County  
of Pinal, State of Arizona





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## Solicitations

For more information about any of the following solicitations, please visit the [TCPN](#) Current Solicitations page

### Solicitation Requested

- ☐ 14-08 - Performing Arts Apparel, Instruments and Equipment  
☐ 14-09 - Fire Systems Maintenance and Inspection Services  
☐ 14-10 - Environmental Service - Supplemental  
☐ 14-11 - Fleet Washing Products and Services  
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## **Current Solicitations**

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### **14-08 - Performing Arts Apparel, Instruments and Equipment**

*posted on Thursday, May 29, 2014 12:00 AM due Tuesday, July 01, 2014 2:00 PM*

[Click here to request a copy of this solicitation.](#)

[Questions & Answers](#)

### **14-09 - Fire Systems Maintenance and Inspection Services**

*posted on Thursday, May 29, 2014 12:00 AM due Tuesday, July 01, 2014 2:00 AM*

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### **14-10 - Environmental Service - Supplemental**

*posted on Thursday, May 29, 2014 12:00 AM due Tuesday, July 01, 2014 2:00 PM*

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### **14-11 - Fleet Washing Products and Services**

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### **14-12 - Grounds Keeping Products and Services**

*posted on Thursday, May 29, 2014 12:00 AM due Tuesday, July 01, 2014 2:00 PM*

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Smarter medical technology heads to doctor’s office

John Shinal  
@johnshinal  
USA TODAY



THE NEW  
TECH  
ECONOMY

**SAN FRANCISCO** As IBM’s Watson supercomputer was defeating human *Jeopardy* champions before a national TV audience in early 2011, one group of professionals was paying close attention. “Our phone was ringing off the hook with calls from doctors” afterward, seeking information on the technology, says Claudia Fan Munce, who runs IBM’s venture capital investment program. Watson’s question-and-answer prowess looked similar to what primary-care physicians do every day: make a diagnosis based on a quick interview of a patient and an analysis of a medical chart. An accurate diagnosis is a well-educated guess, given the extensive training of U.S. medical doctors, who get it right about 80% to 90% of the time. But it’s also a decision based on human analysis, so not a sure thing. A 2004 Harris Poll done for the National Patient Safety Foundation found that one in six patients had experienced such an error. Given the price of health plans, large employers could save a lot if workers were misdiagnosed less frequently. And since doctors spend five to 10 hours a week reading journals to stay current, a computing powerhouse that can retrieve and analyze millions of records instantly could save time and improve diagnostic accuracy. “What made doctors excited (about the *Jeopardy* appearance) was the idea of having an intelligent adviser,” says Jeff Margolis,



KIRSTY WIGGLESWORTH, AP

A tricorder prop from *Star Trek: Insurrection*. Boldy going for new diagnostics

Qualcomm, the No. 1 smartphone chipmaker, has created a \$10 million prize for the developers who can come up with a consumer health scanner most closely resembling the tricorder device of “Star Trek” fame. The competition attracted 34 teams from nine countries, according to the San Diego-based company, which is making several big bets on wireless health technologies. The 10 finalists of the Tricorder XPrize will present their ideas in August.

CEO of Welltok, a Denver-based start-up whose software uses IBM’s technology to create customized health-incentive plans. In some medical fields such as radiology, diagnosis is already the domain of expensive equipment such as an MRI machine. Now, as large technology companies and venture capitalists invest billions in health care, smarter medical technology is on its way to local clinics, doctors’ offices — and American homes. “The idea is to put doctors together with patients that need them most,” says Leslie Saxon, chief of cardiology at the University of Southern California’s Keck School of Medicine.

Almost \$13 billion in venture capital was invested in health care start-ups in 2012 and 2013 combined, says CB Insights. Health care delivery will also be made smarter by personal data that U.S. medical consumers are now tracking via their mobile apps and devices. Saxon sees a future in which Americans can track the vital signs of elderly relatives over the Internet in real time. While the most powerful health care software will start out on big computers, some may migrate to mobile devices quickly. Whether it’s an app on your phone or on a server, or looks like a sci-fi prop or a consumer kiosk with voice recognition, the automated doctor of the future could be here within a decade or two. “We’ll have sophisticated machines purposely built to care for humans,” says Dean Kamen, whose DEKA Research and Development Corp. designed and built the new prosthetic arm being surgically attached to maimed U.S. servicemembers. The Food and Drug Administration approved the DEKA Arm System for consumer use in May. Google, Microsoft and Samsung are also pouring investment into health-related hardware and services. This week, Apple unveiled software designed to store health data for the millions of mobile device users who’ve begun to track their own biometrics. While innovation will have a big impact on consumers, it will also shake up the medical profession. Occupations in medicine and physical, mental and occupational therapy face good career prospects, as their in-person skills and service can’t be replaced by software. Yet as tech proliferates and consumers get more tech-savvy, health workers will need to follow suit.

John Shinal has covered tech and financial markets for more than 15 years at Bloomberg, BusinessWeek, The San Francisco Chronicle, Dow Jones MarketWatch, Wall Street Journal Digital Network and others.

Court overturns rejection of \$285M SEC-Citi settlement

Says judge showed ‘abuse of discretion’ in blocking 2011 deal

Kevin McCoy  
USA TODAY

**NEW YORK** A federal appeals court Wednesday overturned a judge’s rejection of a \$285 million settlement between the Securities and Exchange Commission and Citigroup, ruling that the judge failed to determine the deal would “disserve the public interest.” The much-anticipated decision by the U.S. Court of Appeals for the 2nd Circuit concluded that U.S. District Judge Jed Rakoff exhibited an “abuse of discretion” by “applying an incorrect legal standard” in blocking the 2011 agreement. The 28-page decision clarified what the appeals court said was the correct legal standard for such cases and sent the matter back to Rakoff — an outcome that’s likely to prompt final approval of the civil settlement. The ruling represents a mixed win for both Wall Street and the SEC in the legal push-and-pull between the financial industry and an important government regulator. Citigroup and Rakoff declined to comment on the decision. Andrew Ceresney, the SEC’s enforcement director, said the ruling reaffirmed “the significant deference accorded to the SEC in determining whether to settle with parties and on what terms.” The case focused on SEC allegations that Citigroup negligently misrepresented its role and financial interest in the 2007 structuring and marketing of a complex \$1 billion package of mortgage bonds sold to investors. The New York-based global bank failed to disclose that it placed bets that the investment would fail, and reaped roughly \$160 million in profits when that forecast became reality, the SEC charged. Under the proposed settlement, Citigroup agreed to disgorge the \$160 million, pay a \$95 million civil penalty along with \$30 million in interest and make internal oversight changes. Like many other SEC settlements, the final order required no admission of liability or guilt. Questioning that omission, Rakoff required the SEC and the bank to answer a series of questions, including whether there was “an overriding public interest in determining whether the SEC’s charges are true.” He also asked whether the penalties, which he termed “pocket change” for Citigroup, would “have a meaningful



U.S. District Judge Jed Rakoff questioned whether the penalties on Citigroup were sufficient to “have a meaningful deterrent effect.”

“It is an abuse of discretion to require ... that the SEC establish the ‘truth’ of the allegations.”

U.S. Court of Appeals for the 2nd Circuit

deterrent effect.” Rakoff ultimately rejected the deal and set the case for trial. The SEC appealed, setting the legal stage for Wednesday’s ruling. “It is an abuse of discretion to require, as the district court did here, that the SEC establish the ‘truth’ of the allegations against a settling party as a condition for approving the consent decrees,” the appeals court ruled. “Trials are primarily about the truth. Consent decrees are primarily about pragmatism.” Instead, the appeals court said the proper legal standard for review of a settlement by an enforcement agency should “determine whether the proposed consent decree is fair and reasonable, with the additional requirement that ‘the public interest would not be disserved.’” Although the decision overturned Rakoff’s ruling, his questioning of Citigroup’s failure to admit or deny the allegations prompted the SEC to say it would require such statements in some cases. While echoing that pledge, Ceresney said “settlements without admissions also enable regulatory agencies to serve the public interest by returning money to harmed investors more quickly, without the uncertainty and delay from litigation.” Dennis Kelleher, president of Wall Street watchdog Better Markets, praised what he said was the ruling’s rejection of “the SEC’s extreme position” that courts should “merely rubber stamp” the agency’s decisions. The appeals panel also endorsed the principle that lower courts have authority to establish a factual basis to evaluate any proposed settlement,” said Kelleher.

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PUBLIC NOTICE

### Notice to Bidders

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7145 West Tidwell Road, Houston, TX 77092 until:  
**Tuesday, July 1, 2014 @ 2:00 PM CDT**

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**RFP # 14-09: Fire Systems Maintenance and Inspection Services**  
**RFP # 14-10: Environmental Services-Supplemental**  
**RFP # 14-11: Fleet Washing Products and Services**  
**RFP # 14-12: Grounds Keeping Products and Services**

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# Time to pass shield law for journalists

## Momentum has waned in Congress

Rem Rieder  
USA TODAY



**MEDIA** Last summer, supporters were confident that at long last the federal shield law for journalists would be enacted.

After a number of false starts, they were convinced that the stars were aligned and that a measure to ensure that journalists wouldn't have to choose between protecting confidential sources and going to jail would make it over the finish line.

The key factor was widespread revulsion at the Obama administration's treatment of journalists in overly zealous leak investigations. In September, by a 13-5 vote, the bill was approved by the Senate Judiciary Committee.

Since then, nothing. And news

media organizations and First Amendment groups backing the bill fear the momentum of the summer of 2013 may have waned. That would be bad. It's important legislation that's vital not only to journalists but, more important, to American citizens.

Confidential sources can be problematic. The transparency of attaching a name to information is obviously preferable. But in some cases, when sources may put their lives in jeopardy or risk losing their jobs by revealing information that's critical to the public interest, anonymity is a defensible cost of doing business. And a journalist should be able to protect that confidentiality without heading to the slammer.

This is hardly an academic debate. Last July, the U.S. Court of Appeals for the 4th Circuit ruled that *New York Times* reporter James Risen would have to testify in the prosecution of former CIA analyst Jeffrey Sterling.

If the U.S. Supreme Court rejects Risen's appeal, which would hardly come as a shock, the journalist will have to pick between giving up the source or heading to prison, as then-*New York Times* reporter Judith Miller did for 85 days in 2005.

Last July, Senate Judiciary



ALEX WONG, GETTY IMAGES FOR MEET THE PRESS

**James Risen is asking the court to spare him from having to testify about a source.**

**Support tends to crest when something happens that underscores the urgency of the measure.**

# Amazon, Hachette feud may last awhile

## Usually taciturn site posts note to readers

Roger Yu  
@RogerJYu  
USA TODAY

Breaking its customary corporate silence, Amazon has launched a defense against a rising chorus of criticism about its decision to limit the supply of books from publisher Hachette Book Group and warned that the tussle could be protracted.

In a statement posted on its website Tuesday, Amazon acknowledged that its pricing negotiations have dragged on and lauded Hachette for operating in "good faith." But the Seattle-based retailer told customers that it's "not optimistic that this will be resolved soon."

"Despite much work from both sides, we have been unable to reach mutually acceptable agreement on terms," Amazon said.

Hachette's books have largely been removed from Amazon's shelves. Amazon is ordering from Hachette after customers place orders, curtailing author incomes and the usually rapid delivery cycle that the site's fans enjoy.

Amazon is no longer taking pre-orders on summer and fall titles, allowing customers to place an order only after books are released.

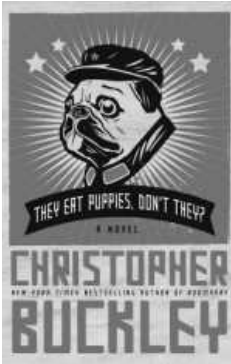
Amazon said it's seeking "equitable terms" in pricing, and its tactics are no different than those of big-box retailers that keep only a few copies on hand and choose certain titles to display prominently at the front of their stores.

"Suppliers get to decide the terms under which they are willing to sell to a retailer," it said. "It's reciprocally the right of a retailer to determine whether the terms on offer are acceptable and to stock items accordingly."

Amazon is in a similar fight with a publisher in Germany, the Bonnier Media Group.

Amazon and its CEO, Jeff Bezos, usually reluctant to talk to the press, remained silent after *The New York Times* first reported the retailer's cutback earlier this month. Its reluctance to respond contributed to the developing narrative of an intractable and inscrutable giant running roughshod over a supplier.

The imbroglia affects about 1% of Amazon's inventory. But that popular titles from the fourth-largest U.S. book publisher — home of James Patterson and



BLOOMBERG NEWS

**Christopher Buckley is among the authors on Hachette's roster.**

four of the top 10 titles in the *New York Times'* hardcover fiction bestseller list — could be removed so quickly seemed to confirm publishers' fears about Amazon's expansive sway over the book business.

Michael Pietsch, CEO of Hachette urged authors and customers to be patient during this "difficult situation. Please know that we are doing everything in our power to find a solution," he said in a letter to authors.

As the stalemate persists, other retailers are seeking to take advantage. Books-a-Million, a chain with 258 stores nationwide, is offering 30% discounts on some upcoming Hachette titles.

While Amazon has branched out to digital media and tablets to boost profit, it still relies heavily on books and electronics for revenue. Its profit margins have always been thin, which is both a result of and an explanation for Amazon's ceaseless drive to extract the best prices possible from manufacturers and middlemen.

Committee Chairman Charles Schumer, D-N.Y., assured me that the measure would "become law relatively quickly, by congressional standards." When I asked Schumer spokesman Matt House on Wednesday if his boss was still "confident," he responded, "We remain hopeful it will pass this year." Which is not quite the same thing.

He said he wasn't sure when the bill would be taken up. "Senate Republicans have been blocking bipartisan bills over non-related issues, but we're hopeful that won't happen with the media shield bill," House said.

Everyone seems to agree that more than 50 senators, a majority, are in favor. The problem, as Kevin Goldberg, legal counsel for the American Society of News Editors, points out, is that's not good enough these days. You need 60 votes to cut off debate if opponents try to block a measure.

Goldberg says the leadership wants to make sure those 60 votes are there. But finding out has been a challenge. (ASNE is a key part of the coalition of groups pushing the shield law).

It's the old chicken and egg conundrum. When you ask some senators if they will back the bill, they respond that they'll focus on

it when it's heading for the floor. But Senate leaders, who don't want to see the bill tie up the world's greatest deliberative body, are reluctant to give it the green light until they are sure those 60 votes are locked up, Goldberg says.

Support tends to crest when something happens that underscores the urgency of the measure, as was the case last summer. But with time that support ebbs. That's why quick action at a flash-point is key. The next such moment may come if the Supreme Court rejects Risen's appeal.

It's not like this is a radical idea. Forty-eight states and the District of Columbia have similar protection for journalists.

It's hardly a get-out-of-jail-free card. The law includes a balancing test, which means in some instances national security concerns will trump the shield law and a journalist will be required to testify.

And the Judiciary Committee did a good job of sorting out who is covered, a thorny issue in an era in which traditional journalists are hardly the only people carrying out the craft.

So let's stop fooling around. It's time for both houses of Congress to pass the law.

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### NOTICES

#### LEGAL NOTICE

#### Universal Health Care of Nevada, Inc., in Receivership IMPORTANT NOTICE OF LIQUIDATION AND CLAIMS FILING DEADLINE

##### TO ALL PERSONS INTERESTED IN THE AFFAIRS OF UNIVERSAL HEALTH CARE OF NEVADA, INC. ("UHCNI")

This notice provides important information regarding the liquidation of UHCNI. On May 2, 2013, the Second Judicial District Court of the State of Nevada in and for the County of Washoe (the "Receivership Court") entered an *Order to Show Cause; Injunction Order Appointing Commissioner as Receiver Pending Further Order of the Court; Order to Preserve Assets of Insurer*. This order placed UHCNI into temporary receivership and appointed Scott J. Kipper, the Commissioner of Insurance for the State of Nevada (the "Commissioner"), as Temporary Receiver. The Commissioner was subsequently appointed Permanent Receiver of UHCNI on May 15, 2013, with the Receivership Court's entry of its *Order Appointing Commissioner as Permanent Receiver for Universal Health Care of Nevada, Inc., Order of Liquidation, and Other Permanent Relief* (the "Receivership Order"). The firm of CANTILLO & BENNETT, L.L.P. has been appointed Special Deputy Receiver ("SDR") by the Commissioner to oversee and assist with the liquidation of UHCNI.

Effective May 1, 2013, at 12:01 a.m., the Centers for Medicare & Medicaid Services ("CMS") terminated its contract with UHCNI via mutual agreement, which resulted in the termination of all UHCNI plans. Former UHCNI members are receiving continued health coverage through arrangements made by CMS with Medicare. If you need more information regarding Medicare, please visit [www.medicare.gov](http://www.medicare.gov) or call 1-800-MEDICARE. Also, the SDR strongly encourages former UHCNI members to review any correspondence they receive from the receivership estate, CMS, or Medicare.

The permanent Receivership Order, among other things, authorizes the creation of a Proof of Claim ("POC") process and procedure, as well as a deadline for the filing and processing of claims against UHCNI. On March 28, 2014, the Receivership Court entered an order approving the SDR's procedures for filing and processing claims against UHCNI, and establishing October 1, 2014, as the claims filing deadline (the "Claims Filing Deadline") by which all claims against UHCNI are to be postmarked or received. Claims submitted after the Claims Filing Deadline will be barred from sharing in any assets which might be available for distribution until timely approved claims are paid in full. The POC form, instructions, and additional information about the October 1, 2014, Claims Filing Deadline are available on the SDR's web site at [www.uhcniwsdr.com](http://www.uhcniwsdr.com).

Healthcare providers must submit a Master Claim, which includes the submission of an Itemization Table and supporting documentation. Special instructions for healthcare providers and document templates can be found on the SDR's web site. Notice of matters filed in the receivership and other relevant information, such as the Receivership Appeal Procedure, will be posted on the SDR's web site. You may wish to check the site on an ongoing basis to stay informed about your legal rights.

Please note that claims must be submitted on the approved POC form. You may also request the POC form and instructions by calling 1-877-309-7105, by e-mailing [UHCNIWSdr-firm.com](mailto:UHCNIWSdr-firm.com), or by writing to CANTILLO AND BENNETT, L.L.P., Special Deputy Receiver, 11401 Century Oaks Terrace, Suite 300, Austin, Texas 78758 or P.O. Box 184, Austin, Texas 78767.

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### NOTICES

#### LEGAL NOTICE

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE**  
In re: BROOKSTONE HOLDINGS CORP., et al., Chapter 11, 14-10752 (BLS) (Jointly Administered)

Debtor(s) Ref. Nos. 284, 311, 350, 351, and 362

**NOTICE OF THE OBJECTION DEADLINE AND CONFIRMATION HEARING WITH RESPECT TO THE DEBTORS' JOINT CHAPTER 11 PLAN**

**PLEASE TAKE NOTICE** that on May 19, 2014, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Disclosure Statement Order") that, among other things: approved the *Disclosure Statement for the Debtors' Revised First Modified Joint Chapter 11 Plan of Reorganization* (as amended from time to time and including all exhibits and supplements thereto, the "Disclosure Statement"), as containing adequate information, as required under section 1125(a) of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"); and (b) authorized the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes with regard to the acceptance or rejection of the Debtors' Revised First Modified Joint Chapter 11 Plan of Reorganization (the "Plan").

**PLEASE TAKE FURTHER NOTICE** that if you hold a Claim against one of the Debtors as of the Voting Record Date and are entitled to vote to accept or reject the Plan, you have received a Ballot or a Master Ballot and Voting Instructions appropriate for your Claim(s). For your vote to accept or reject the Plan to be counted, you must follow the appropriate voting instructions, complete all required information on the Ballot or Master Ballot, execute and return the completed Ballot or Master Ballot so that it is actually received in accordance with the voting instructions set forth in the Ballot or Master Ballot at the address indicated on the Ballot or Master Ballot by 5:00 p.m. prevailing Eastern Time on June 16, 2014 (the "Voting Deadline"). Any failure to follow the voting instructions included with the Ballot or Master Ballot may disqualify your Ballot or Master Ballot and your vote on the Plan.

**PLEASE TAKE FURTHER NOTICE** that the Bankruptcy Court has established June 16, 2014, at 5:00 p.m. prevailing Eastern Time, as the last date and time for filing and serving objections to the Confirmation of the Plan (the "Plan Objection Deadline"). Any objection to the Plan must (a) be in writing, (b) conform to the Bankruptcy Rules and the Local Rules, (c) state the name and address of the objecting party and the amount and nature of the Claim or interest of such Entity, (d) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is actually received no later than the Plan Objection Deadline, by: (a) (i) K&L Gates LLP, Attn: Charles M. Dale III and Mackenzie L. Shea, State Street Financial Center, One Lincoln Street, Boston MA 02111 and (ii) Lands Rath & Cobb, LLP, Attn: Adam G. Lands and Kent K. Mumford, 919 Market Street, Suite 1800, Wilmington, DE 19801, attorneys for the Debtors; (b) (i) Stroock & Stroock & Lavan LLP, Attn: Christopher Hansen and Erez E. Gilad, 180 Maiden Lane, New York, NY 10038 and (ii) Young Conaway Stargatt & Taylor, LLP, Attn: Matthew Lunn, 1000 North King Street, Wilmington, DE 19801, attorneys for the Ad Hoc Committee, DIP Agent and DIP Lenders; (c) Cole, Schotz, Meisel, Forman & Leonard, P.A., 25 Main Street, P.O. Box 800, Hackensack, New Jersey 07602; (d) Cooley LLP, Attn: Jeffrey L. Cohen and Jay Indyke, The Grace Building, 1114 Avenue of the Americas, New York, NY 10036, attorneys for the Official Committee of Unsecured Creditors; and (e) the U.S. Trustee, Attn: Richard L. Schepacarter, Trial Attorney, J. Caleb Boggs Federal Building, 844 King Street, 2nd Floor, Room 2112, Wilmington, Delaware 19801.

**PLEASE TAKE FURTHER NOTICE** that a hearing to confirm the Plan (the "Confirmation Hearing") will commence on June 23, 2014 at 10:00 a.m. prevailing Eastern Time before the Honorable Brendan L. Shannon, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware. Please be advised that the Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the local rules of the Bankruptcy Court or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing further action by the Debtors and without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

**PLEASE TAKE FURTHER NOTICE** that any party in interest seeking to obtain a Solicitation Package, copy of the Plan or other pleadings may contact the Administrative Agent retained by the Debtors in these chapter 11 cases, by: (a) calling the Debtors restructuring hotline at (866) 251-2873 within the U.S. or Canada or, outside of the U.S. or Canada, calling (310) 751-2611; (b) visiting the Debtors restructuring website at: <http://www.kclic.net/brookstone>; and/or (c) writing to Brookstone, c/o Kurtzman Carson Consultants, LLC, 2235 Alaska Avenue, El Segundo, California 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov/>

Dated: May 27, 2014, Wilmington, Delaware

**BY ORDER OF THE HONORABLE BRENDAN L. SHANNON  
UNITED STATES BANKRUPTCY JUDGE**

<sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are: Brookstone Holdings Corp. (4638), Brookstone, Inc. (2895), Brookstone Company, Inc. (3478), Brookstone Retail Puerto Rico, Inc. (5552), Brookstone International Holdings, Inc. (8382), Brookstone Purchasing, Inc. (2514), Brookstone Stores, Inc. (2513), Gardeners Eden, Inc. (7793), Brookstone Military Sales, Inc. (2029), Big Blue Audio LLC (N/A), Brookstone Holdings, Inc. (2515); and, Brookstone Properties, Inc. (2517). The Debtors' corporate headquarters and the mailing address for each Debtor is One Innovation Way, Merrimack, NH 03054.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

<sup>3</sup> The Debtors' "Administrative Agent" is Kurtzman Carson Consultants, LLC.

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### PUBLIC NOTICE

#### Notice to Bidders

Notice is hereby given that sealed responses will be received by  
**Region 4 Education Service Center located at**  
7145 West Tidwell Road, Houston, TX 77092 until:

**Tuesday, July 1, 2014 @ 2:00 PM CDT**

**The Cooperative Purchasing Network (TCPN) Request for Proposal (RFP) for**

**RFP # 14-08: Performing Arts Apparel, Instruments and Equipment**

**RFP # 14-09: Fire Systems Maintenance and Inspection Services**

**RFP # 14-10: Environmental Services-Supplemental**

**RFP # 14-11: Fleet Washing Products and Services**

**RFP # 14-12: Grounds Keeping Products and Services**

All proposals duly delivered and submitted will be publicly opened and recorded on the date and time reflected above.

Any proposal received after the stated closing time will not be considered and returned unopened. If proposals are sent by mail, the Offeror shall be responsible for ensuring delivery of the proposal to Region 4 Education Service Center before the advertised date and hour for the opening. Proposals must be signed, sealed, clearly identified with the solicitation number, title, name and address of the company responding.

Specifications and details of this RFP can be found at [www.esc4.net](http://www.esc4.net) or [www.tcpn.org](http://www.tcpn.org) under Current Solicitations. General inquiries may be directed to Robert Zingelmann at [questions@esc4.net](mailto:questions@esc4.net)

Until final award, Region 4 Education Service Center reserves the right to reject any and/or all proposals, to waive any technicalities, to re-advertise, and to otherwise proceed when in the best interest of Region 4 Education Service Center.

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**PROPOSALS WILL BE ACCEPTED UNTIL 10:00 A.M. ON JUNE 19, 2014. INFORMATION ON PROPOSALS CAN BE OBTAINED AT WWW.LCISD.NET/PAGES/LCISD/DEPARTMENTS\_PROGRAMS/PURCHASING OR BY CALLING 806-863-7100 EXT 1606.**

THE ADMINISTRATOR RESERVES THE RIGHT TO REJECT ANY AND/OR ALL PROPOSALS.

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Publication Date: May 29, 2014

## NOTICE TO OFFEROR

**SUBMITTAL DEADLINE: Tuesday, July 1, 2014 @ 2:00 PM CDT**

Questions regarding this solicitation must be submitted in writing to Robert Zingelmann at [questions@esc4.net](mailto:questions@esc4.net) or (713) 744-6835 no later than *June 24, 2014*. All questions and answers will be posted to both [www.esc4.net](http://www.esc4.net) and [www.tcpn.org](http://www.tcpn.org) under Solicitations. Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

Request for Proposal (RFP)  
by

Region 4 Education Service Center ("ESC")

for

Performing Arts Apparel, Instruments, Equipment and Related Services

On behalf of itself, other government agencies and non-profits, made available through The Cooperative Purchasing Network "TCPN."

**Solicitation Number 14-08**

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. **Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CDT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly.**

## **ATTENTION OFFERORS:**

**Submission of a proposal confers NO RIGHT on an Offeror to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the RFP, negotiate with a proposer, add, delete, or modify the contract and/or the terms of any proposal submitted, extend the deadline for submission of proposals, ask for best and final offers, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. An individual proposal may be rejected if it fails to meet any requirement of this RFP. Region 4 ESC may seek clarification from a proposer at any time, and failure to respond within a reasonable time frame is cause for rejection of a proposal.**

**Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.**

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 Education Service Center ("ESC") must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offerors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.



**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:**

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature & Title

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## **A. INTRODUCTION**

### **I. Background on Region 4 Education Service Center**

Region 4 Education Service Center (“Region 4 ESC” herein “Lead Public Agency”) on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Participating Agencies”) solicits proposals from qualified Offerors to enter into a Vendor Contract (“contract”) for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

Region 4 ESC’s purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

### **II. What is the role of The Cooperative Purchasing Network (“TCPN”)**

The Cooperative Purchasing Network (“TCPN”) assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

### **III. Purpose of TCPN**

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

### **IV. Customer Service**

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.



## B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for **Performing Arts Apparel, Instruments, Equipment and Related Services**. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers **Performing Arts Apparel, Instruments, Equipment and Related Services**, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

## C. KEY DEFINITIONS

**Days:** means calendar days.

**Lead agency:** means the government entity advertising, soliciting, evaluating and awarding the contract. This definition also includes a public agency that meets the definition of a political subdivision, including a county, city, school district, state, public higher education or special district.

**Procurement:** means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

**Responsive Offeror:** means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

**Solicitation:** means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

**Specifications:** means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

**Vendor:** means any provider or seller of goods and/or services that has a contractual relationship with Region 4 or TCPN.

## D. GENERAL TERMS AND INSTRUCTIONS TO OFFERORS

- I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted proposals must contain one (1) bound and signed original copy of the solicitation, and two (2) electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided. Please see format requirements below. Vendor must also submit one (1) electronic proposal free of propriety information to be posted on Vendor information page if awarded a contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this proposal.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Offeror and shall be included with the response. (See Appendix D).

- II. **Proposal Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. This means that all pages prior to the Appendixes must be included before Tab 1. Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

III. **Binder Tabs:**

- Tab 1 – Entire Vendor Contract and Signature Form
  - General Terms and Conditions Acceptance Form (Appendix D)
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F, excluding References section)
- Tab 4 – Evaluation Criteria Questionnaire (Appendix I)
- Tab 5 – Product / Services (Appendix B)
- Tab 6 – References (Appendix F)
- Tab 7 – Pricing (Appendix C)
- Tab 8 – Value Add (Appendix G)
- Tab 9 – Required Documents
  - Additional Required Documents (Appendix H)
  - Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

- IV. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Solicitation Name and Number \_\_\_\_\_ Due Date and Time \_\_\_\_\_

- V. **Time for Receiving Proposals:** Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 will begin the process of opening all bids publicly by collecting all proposals received before the deadline in the room designated for the bid opening. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.
- VI. **Inquiries and/or Discrepancies:** Questions regarding this solicitation must be submitted in writing to Robert Zingelmann at [questions@esc4.net](mailto:questions@esc4.net) or (713) 744-6835 no later than *June 24, 2014*. All questions and answers will be posted to both [www.esc4.net](http://www.esc4.net) and [www.tcpn.org](http://www.tcpn.org) under **Solicitations**. Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.
- VII. **Restricted and Prohibited Communications with Region 4 ESC:** During the period between the date Region 4 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

**VIII. Calendar of Events (subject to change):**

<b><u>Event</u></b>	<b><u>Date:</u></b>
Issue RFP	May 29, 2014
Pre-proposal Conference	None
Deadline for receipt of questions via email	June 24, 2014
Issue Addendum/a (if required)	To Be Determined
Proposal Due Date	July 1, 2014
Approval from Region 4 ESC	August 26, 2014
Contract Effective Date	October 1, 2014

**CONDITIONS OF SUBMITTING PROPOSALS**

**IX. Amendment of Proposal:** A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

**X. Withdrawal of Proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Offeror should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

**XI. Clarifications:** Offeror may receive a written request to clarify, in writing, its proposal in order to determine whether a proposal should be considered for award. The process of clarification is not an opportunity for an Offeror to revise or modify its proposal, and any response by an Offeror to a written request for clarification that attempts to revise or modify its proposal shall be given no effect. The purpose of the request for clarification will be solely made for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, which may be corrected or waived in the leading agency's sole discretion.

**XII. Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the contract, and the Offeror shall receive notice of the rejection of its proposal.

**XIII. Negotiations:** Region 4 ESC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that Region 4 ESC decides to conduct negotiations, notice shall be provided to each Offeror

whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which Region 4 ESC intends to base its negotiations. Offerors will not be assisted, in any way, to bring their proposal up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Region 4 ESC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

**XIV. Best and Final Offer:** Region 4 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

**XV. Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

**XVI. Quality of Materials or Services:** Offeror shall state the brand name and number of the materials being provided. If none is indicated then it is understood that the offeror is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

**XVII. Samples:** Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

**XVIII. Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

**XIX. Formation of Contract:** A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

- XX. Estimated Quantities:** Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services, however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract is estimated to be from \$5 million a year to \$10 million a year. This information is provided solely as an aid to contract vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.
- XXI. Multiple Awards:** membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.
- XXII. Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

### **AWARD PROCESS**

- XXIII. Award or Rejection of Proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to participating agencies, price and other factors considered. Region 4 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, a proposal must have been submitted on time, and satisfy all mandatory requirements identified in this solicitation. Proposals that are materially non-responsive will be rejected and the Offeror will be provided notice of such rejection.
- XXIV. Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

#### **Products/Pricing (40 Points)**

1. All products and services available
2. Pricing for all available products and services
3. Pricing for warranties on all products and services
4. Ability of Customers to verify that they received contract pricing
5. Payment methods
6. Other factors relevant to this section as submitted by the proposer

#### **Performance Capability (30 Points)**

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process

11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Offeror's safety record
15. Instructional materials
16. Other factors relevant to this section as submitted by the proposer

**Qualification and Experience (20 Points)**

1. Offeror's reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 4 ESC and/or TCPN members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the products and services within this RFP
10. Other factors relevant to this section as submitted by the proposer

**Value Add (10 Points)**

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

**XXV. Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

**XXVI. Evaluation:** A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

**XXVII. Past Performance:** An Offeror's performance and actions under previously awarded contracts are relevant in determining whether or not the Offeror is likely to provide quality goods and services to TCPN members; including the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer.

**OPEN RECORDS POLICY**

**XXVIII. Proprietary Information:** Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

## **PROTEST OF NON-AWARD**

**XXIX. Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Offeror. Protests shall be filed with Robert Zingelmann and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
5. Any protest review and action shall be considered final with no further formalities being considered.

## **LIMITATION OF LIABILITY**

**XXX. Waiver:** BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE COOPERATIVE PURCHASING NETWORK AND REGION 4 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

**XXXI.** NEITHER REGION 4 ESC NOR TCPN SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 4 ESC OR TCPN.



## **APPENDIX A**

### **VENDOR CONTRACT AND SIGNATURE FORM**

*This Vendor Contract and Signature Form ("Contract") is made as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the products and services").*

#### **RECITALS**

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

#### **ARTICLE 1- GENERAL TERMS AND CONDITIONS**

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
  - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R\_\_\_\_\_**."
  - Vendor delivers goods/services directly to the participating agency.
  - Awarded vendor invoices the participating agency directly.

- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## **ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

## **ARTICLE 3- REPRESENTATIONS AND COVENANTS**

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

## **ARTICLE 4- FORMATION OF CONTRACT**

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor 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. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
  - General terms and conditions
  - Specifications and scope of work
  - Attachments and exhibits
  - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

## **ARTICLE 5- TERMINATION OF CONTRACT**

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
  - ii. Providing work and/or material that was not awarded under the contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

- vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.  
  
The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

## **ARTICLE 8- BILLING AND REPORTING**

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
  - TCPN Contract Number
  - Reporting Period/Year
  - Entity Name
  - Entity Address ( Including Street, City, State & Zip)
  - Entity Purchase Order Number (Individual Purchase Order Numbers)
  - Purchase Order Date
  - Gross Sale Amount
  - Administrative Fee (Based on Gross Sale Amount)

## **ARTICLE 9- PRICING**

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further 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.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1<sup>st</sup> through December 31<sup>st</sup> and reset each year)

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

## **ARTICLE 10- PRICING AUDIT**

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

## **ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS**

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

## **ARTICLE 13- MISCELLANEOUS**

- 13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."



- 13.2 **Disclosures:** Offeror affirms that he/she 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 this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no

responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank-Signatures follow on Signature Form]

## **VENDOR CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Email address \_\_\_\_\_  
Printed name \_\_\_\_\_  
Position with company \_\_\_\_\_  
Authorized signature \_\_\_\_\_

### **Accepted by The Cooperative Purchasing Network:**

**Term of contract** \_\_\_\_\_ **to** \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**TCPN Contract Number** \_\_\_\_\_

**Appendix B:**  
**PRODUCT / SERVICES SPECIFICATIONS**

It is the intention of Region 4 ESC to establish an annual contract with highly qualified Vendor(s) for **Performing Arts Apparel, Instruments, Equipment and Related Services** on a national basis. Vendor(s) shall, at the request of TCPN member, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS. Vendor(s) shall assist the TCPN member with making a determination of its individual needs, as stated below.

Region 4 ESC is seeking proposals for products and services including, but not limited to, the following:

- Apparel Accessories
- Band Uniforms
- Blouses
- Choir
- Dresses
- Gowns
- Jackets
- Orchestra
- Shells
- Shoes
- Shrugs
- Skirts
- Tops
- Tuxedos
- Woodwind Instruments
- Brass Instruments
- Percussion Instruments
- String Instruments
- Classroom Instruments
- Keyboards / Pianos
- Repair & Tuning
- Instrument Accessories
- Music - instrumental and vocal, including but not limited to UIL listings, method books, etc.
- Sound Systems

Respondents are strongly encouraged to submit their entire catalogue within this scope. All products should be offered with a minimum one year standard warranty. Extended warranties may be offered as part of the respondent's submission under the guidelines of Appendix C of this RFP.

## **Appendix C:**

### **PRICING**

#### **Electronic Price Lists**

- Respondents must submit products, services, warranties, etc. in price list.
- Respondents should submit auditable pricing for any and all services offered
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Vendor part # (if different from manufacturer part #)
  - Description
  - Manufacturers Suggested List Price and Net Price
  - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

#### **Not to Exceed Pricing**

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Vendors may offer a discount from published list price. If no discount is offered, vendor must indicate **0%** in their proposal.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

## **Appendix D:**

### **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

- ☐ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*



## **Vendor Orientation**

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between September 2 and September 26.

**If awarded**, our company will plan to attend vendor orientation on\_\_\_\_\_.

Potential attendees will include:

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

## Appendix E:

### QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

#### 1. States Covered

Offeror must indicate any and all states where products and services can be offered.

**Please indicate the price co-efficient for each state if it varies.**

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

#### 2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☐Yes ☐No
  
- If the answer is yes, do you plan to offer your program or partnership through through TCPN ☐Yes ☐No

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*



- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?  
☐Yes ☐No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

### 3. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

#### a. **Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE ☐Yes ☐No

List certifying agency: \_\_\_\_\_

#### b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE ☐Yes ☐No

List certifying agency: \_\_\_\_\_

#### c. **Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is a DVBE ☐Yes ☐No

List certifying agency: \_\_\_\_\_

#### d. **Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB ☐Yes ☐No

List certifying agency: \_\_\_\_\_

#### e. **Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone ☐Yes ☐No

List certifying agency: \_\_\_\_\_

#### f. **Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☐No

List certifying agency: \_\_\_\_\_

### 4. **Residency**

Responding Company's principal place of business is in the city of \_\_\_\_\_ State of \_\_\_\_.

**5. Felony Conviction Notice**

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the third box is checked a detailed explanation of the names and convictions must be attached.

**6. Processing Information**

Company contact for:

Contract Management

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Billing & Reporting/Accounts Payable

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Marketing

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct      ☐ Certified education/government reseller  
☐ Authorized distributor      ☐ Manufacturer marketing through reseller  
☐ Value-added reseller      ☐ Other \_\_\_\_\_

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☐ Yes   ☐ No

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

- Pricing submitted includes the required administrative fee. ☐ Yes   ☐ No

*(Fee calculated based on invoice price to customer)*

- Additional discounts for purchase of a guaranteed quantity? ☐ Yes   ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

[Remainder of Page Intentionally Left Blank]

**Appendix F:**  
**COMPANY PROFILE**

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting
  - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2010, 2011, 2012.
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2010, 2011, 2012.
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

### **Marketing / Sales**

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
  - a. A co-branded press release within first 30 days
  - b. Announcement of award through any applicable social media sites
  - c. Direct mail campaigns
  - d. Co-branded collateral pieces
  - e. Advertisement of contract in regional or national publications
  - f. Participation in trade shows
  - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
    - i. TCPN and Region 4 ESC Logo
    - ii. Link to TCPN and Region 4 ESC website
    - iii. Summary of contract and services offered
    - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
19. Explain how your company plans to market this agreement to existing government customers.
20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.
21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$\_\_\_\_\_ in year one

\$\_\_\_\_\_ in year two

\$\_\_\_\_\_ in year three

### **Administration**

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
25. Describe the capacity of your company to report monthly sales through this agreement.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

### **Green Initiatives**

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

### **Vendor Certifications (if applicable)**

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

### **References**

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name  
Contact Name and Title  
City and State  
Phone Number  
Years Served  
Description of Services  
Annual Volume

**Appendix G:**  
**VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

**Appendix H:**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1    Clean Air and Water Act
- DOC #2    Debarment Notice
- DOC #3    Lobbying Certification
- DOC #4    Contractors Requirements
- DOC #5    Antitrust Certification Statement

**FOR NEW JERSEY VENDORS ONLY:**

- DOC #6    Ownership Disclosure Form
- DOC #7    Non-Collusion Affidavit
- DOC #8    Affirmative Action Affidavit
- DOC #9    Pay to Play Notice and Political Contribution Form
- DOC #10   Stockholder Disclosure Certification

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.



**Clean Air and Water Act**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

DOC #2

**Debarment Notice**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

---

Signature of Respondent

---

Date

**CONTRACTOR CERTIFICATION REQUIREMENTS****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

---

**Fingerprint and Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

---

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

---

Signature of Respondent

---

Date

DOC #5

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Vendor** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone** \_\_\_\_\_

**Fax** \_\_\_\_\_

**Offeror** \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position with Company

**Authorizing Official**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position with Company

## OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Complete as appropriate:**

*I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature and Title**

DOC #7

## NON-COLLUSION AFFIDAVIT

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

State of New Jersey

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_, State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

*the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey  
My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

**AFFIRMATIVE ACTION AFFIDAVIT**  
**(P.L. 1975, C.127)**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
2. A photo copy of their Certificate of Employee Information Report \_\_\_\_\_  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt. \_\_\_\_\_
- B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature and Title**



**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfns/lfmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

## Continuation Page

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_\_ of \_\_\_\_

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution  
Disclosure  
N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

**STOCKHOLDER DISCLOSURE CERTIFICATION****Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**☐ Partnership☐ Corporation☐ Sole

Proprietorship

☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)



## Appendix I:

### EVALUATION QUESTIONNAIRE/SELF CHECKLIST

#### **Products/Pricing (40 Points)**

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? ☐Yes ☐No
2. Is there a price list for all available products/services on a corresponding electronic device?  
☐Yes ☐No
3. Did you provide the warranty information that is offered by your company?  
☐Yes ☐No
4. Will customers be able to verify they received the contract price?  
☐Yes ☐No

Please explain how they would verify the contract price.

5. What payment methods do you accept?  
A. \_\_\_\_\_ B. \_\_\_\_\_

#### **Performance Capability (30 Points)**

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1?  
☐Yes ☐No
2. What is the capability of your company to respond to emergency orders?  
Please explain what actions you would take.
3. Please provide your company's average fill rate over the last three fiscal years.  
1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_
4. Please provide your company's average on time delivery rate over the last fiscal year.  
\_\_\_\_\_
5. Does your company agree to the following statement on shipping charges *"All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing."*? ☐Yes ☐No  
  
If not please explain.
6. What is your company's return and restocking policy? Are there any applicable fees?  
Please provide a brief description and example.
7. What is your company's history of meeting shipping and delivery timelines?
8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? ☐Yes ☐No

If not, please explain.

9. Did you provide your company's information regarding your customer service department as per APPENDIX F, Question 15? ☐Yes ☐No
10. What is your company's current invoicing process?
11. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20? ☐Yes ☐No
12. Did you provide your Dun & Bradstreet number? ☐Yes ☐No
13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14? ☐Yes ☐No

**Qualification and Experience (20 points)**

1. What is your company's reputation in the marketplace?
2. What is the reputation of your products and/or services in the marketplace?
3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five).
4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6? ☐Yes ☐No
5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7? ☐Yes ☐No
6. What past experience does your company have working in the government sector?
7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24? ☐Yes ☐No
8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? ☐Yes ☐No
9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? ☐Yes ☐No
10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? ☐Yes ☐No
11. Did you list and submit all applicable M/WBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds? ☐Yes ☐No

**Value Add (10 Points)**

1. Did you submit a marketing plan as per APPENDIX F, Question 17? ☐Yes ☐No
2. Did you provide a national sales training plan as per APPENDIX F, Question 21? ☐Yes ☐No

## **Appendix J:** **STATE NOTICE**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages, and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE  
CITY OF COBURG

CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF BATON ROUGE  
CITY OF BOSSIER CITY  
CITY OF KENNER  
CITY OF LAFAYETTE  
CITY OF LAKE CHARLES  
CITY OF METAIRIE  
CITY OF MONROE  
CITY OF NEW ORLEANS  
CITY OF SHREVEPORT

**Counties including but not limited to:**

BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL  
CADDO PARISH  
CALCASIEU PARISH  
EAST BATON ROUGE PARISH  
JEFFERSON PARISH  
LAFAYETTE PARISH  
LIVINGSTON PARISH  
ORLEANS PARISH  
PLAQUEMINES PARISH  
RAPIDES PARISH  
SAINT TAMMANY PARISH  
TERREBONNE PARISH  
WEST BATON ROUGE PARISH

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT

BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO. 17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO. 29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON COUNTY SCHOOL DISTRICT NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN COUNTY SCHOOL DISTRICT 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOHMAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6

PHOENIX TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32  
CADDOPARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
JEFFERSON PARISH SCHOOL DISTRICT  
LAFAYETTE PARISH SCHOOL DISTRICT  
LIVINGSTON PARISH SCHOOL DISTRICT  
ORLEANS PARISH SCHOOL DISTRICT  
RAPIDES PARISH SCHOOL DISTRICT  
TERREBONNE PARISH SCHOOL DISTRICT

**Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE

ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY  
BRIGHAM YOUNG UNIVERSITY-HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**State Agencies**

BOARD OF MEDICAL EXAMINERS  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPARTMENT OF TRANSPORTATION  
OREGON DEPARTMENT OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPARTMENT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
ADMIN. SERVICES OFFICE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH-JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPARTMENT OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPARTMENT OF EDUCATION

**USFR Compliance Questionnaire for RFP#14-08**  
**Performing Arts Apparel, Instruments, Equipment and Related Services**

	Yes/No	Comments
1. Determine, with specific reason(s) in writing, that the use of competitive sealed bids was either not practicable or not advantageous to the District (Cooperative's Members) for specified types of materials or services? R4-2-1041(A)	Yes	Determination of RFP PDF
2. Determine, with specific reason(s) in writing, that the use of competitive sealed bids was either not practicable or not advantageous to the District (Cooperative's Members) because it was necessary to: R4-2-1041(B)		
a. Use a contract other than a fixed-price type?	Yes	RFP Pg. 27
b. Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals?	Yes	
c. Afford offerors an opportunity to revise their proposals?	Yes	
d. Compare the different price, quality, and contractual factors of the proposals submitted?	Yes	Bid Tab PDF
e. Award a contract in which price was not the determining factor?	Yes	RFP Pg. 12-13
3. Maintain documentation that supported the basis for the determination in (1) and (2) above?	Yes	
4. Include all applicable factors in the request for proposals (RFP) required by R7-2-1024(B) and R7-2-1042(A), including:		
a. The type of services required and a description of the work involved, including the estimated volume of purchases for the cooperative's members?	Yes	RFP Pgs. 7, 12, & 27
b. Delivery or performance schedule?	Yes	RFP Pg. 17
c. Inspection and acceptance requirements?	Yes	RFP Pg. 17
d. The type of contract to be used?	Yes	RFP Pg. 14-15
e. Contract terms and conditions?	Yes	RFP PDF Document
f. The estimated duration that services will be required?	Yes	RFP Pg. 14
g. That cost or pricing data is required?	Yes	RFP Pg. 27
h. That offerors may designate portions of the proposal as proprietary?	Yes	
i. That discussions may be conducted?	Yes	
j. The minimum information that the proposal must contain?	Yes	RFP Pg. 8
k. The closing date and time of proposal receipt?	Yes	RFP Pg. 1
l. Address where proposals are to be sent?	Yes	RFP Pg. 1
m. Time and date of proposal opening?	Yes	RFP Pg. 1
n. Notice that all proposals will be available for public inspection after contract award?	Yes	RFP Pg. 3
o. The relative importance of price and other evaluation factors?	Yes	RFP Pg. 12-13



<p>p. Bonding and warranty requirements?</p> <p>q. The name of the cooperative representative?</p> <p>r. The special requirements if procuring information or telecommunication systems, or earth-moving, material-handling, road maintenance, and construction equipment?</p>	<p>Yes</p> <p>Yes</p> <p>N/A</p>	<p>RFP Pg. 21</p> <p>RFP Pg. 1</p>
5. Give adequate notice of the RFP? R7-2-1042 (C)	Yes	Advertisement PDFs
6. Compile and maintain a list of prospective bidders? R7-2-1023	Yes	Bidders List PDF
7. Issue the RFP at least 14 days before the closing date and time for receipt of proposals unless a shorter time was determined necessary? R7-2-1042 (B)	Yes	Advertisement PDFs
8. Stamp sealed proposals with the time and date upon receipt and store proposals unopened until the closing date and time for receipt of proposals? R7-2-1045	Yes	Receipt List PDF
9. Award the contract to the offeror whose proposal was determined, with specific reason (s) in writing, to be most advantageous to the cooperative's members based on the factors set forth in the RFP? R7-2-1050	Yes	Bid Tab PDF
10. Maintain documentation that supported the basis for the determination in (9) above?	Yes	
<p>11. If a multiple award<sup>2</sup> was made:</p> <p>a. Determine, with the specific reason(s) in writing that a single award was not advantageous to the cooperative's members?</p> <p>b. Maintain documentation that supported the basis for a multiple award?</p> <p>c. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members?</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p>	Multi Award Letter
12. For contracts where only one responsive proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective bidders had reasonable opportunity to respond or there was not adequate time for resolicitation? R7-2-1045(C)	N/A	
13. Maintain documentation that supported the basis for the determination in (12) above?	N/A	
14. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1116?	N/A	
c. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative receive approval from the School Facilities Board and comply with requirements of R7-2-1110?	N/A	

d. If the cooperative procured goods and information services using electronic, on-line bidding, did the cooperative comply with the requirements of Title 41, Chapter 23, Article 13, and the rules adopted by the Arizona Department of Administration in implementing that article (until the Arizona State Board of Education adopts rules for these procurements, after which the cooperative should comply with those rules)?	N/A	
e. For purchases made through the Simplified School Construction Procurement Program (R7-2-1033), did the cooperative: <ol style="list-style-type: none"> <li>1) Ensure that construction costs did not exceed the maximum amount specified in A.R.S. §15-213(A)(2)?</li> <li>2) Submit solicitations to bid and all other information related to the project to all vendors included in a list maintained by the County School Superintendent?</li> <li>3) Open the bids at a public opening?</li> <li>4) Keep the bids confidential until the public opening?</li> <li>5) Encourage competition to the maximum extent possible?</li> </ol>	N/A	
2. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original invitations/requests?	Yes	



**Title - TR12905 - Execution of Agreement with Murphy Pipeline Contractors, Inc. for the University Drive Water Main Upgrade Project (Pipe Bursting)**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Purchase Order Agreement between the City of Tamarac and Murphy Pipeline Contractors, Inc. utilizing pricing from an agreement obtained through a formal competitive process by the Allied States Cooperative, Education Service Center (ESC) Region 19, RFP Number 13-6903 for an amount not to exceed, \$933,598.60 for the replacement of 4,059 linear feet of water pipe together along with 22 existing fire hydrants and 3 new fire hydrants on the east side of University Drive from NW 77th Street to Southgate Boulevard; a contingency of 10% or \$93,359.86 will be added to the project account for a total amount of \$1,026,958.46 authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 4

**ATTACHMENTS:**

Description	Upload Date	Type
▣ TR12905 Memo	2/23/2017	Cover Memo
▣ TR12905 Reso	3/1/2017	Resolution
▣ TR12905 Exhibit A	2/8/2017	Exhibit
▣ TR12905 Exhibit B	2/8/2017	Exhibit
▣ TR12905 Exhibit C	2/8/2017	Exhibit

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**PUBLIC SERVICES DEPARTMENT**

**TO: Michael C. Cernech, City Manager**

**DATE: February 23, 2017**

**THRU: Jack Strain, P.E., Public Services  
Director**



**FROM: James T. Moore, P.E., Assistant  
Director of Utilities**



**RE: Temp Resolution #12905  
Execution of Agreement with  
Murphy Pipeline Contractors,  
Inc. for Pipe Bursting Project**

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**Recommendation:**

I recommend that the City Commission authorize the execution of an Agreement with Murphy Pipeline Contractors, Inc. for the University Drive Pipe Bursting Project in the amount of not to exceed \$933,598.60 utilizing pricing from an agreement obtained through a formal competitive solicitation process by the Allied States Cooperative, in connection with RFP 13-6903. A contingency of 10% or \$93,359.86 will be added to the Project Account for a total project budget of \$1,026,958.46. This Project will be completed within 90 days after the Notice to Proceed is issued.

**Issue:**

The east side of University Drive from NW 77<sup>th</sup> Street to Southgate Boulevard is serviced with 6-inch Cast Iron water lines which are undersized to support ideal Fire Flowrate for a commercial area. This project will replace 4,059 LF of 6-inch Cast Iron lines from NW 77<sup>th</sup> Street to Southgate Boulevard with 10-inch HDPE piping. In addition, 22 existing Fire Hydrants and 3 new Fire Hydrants will be added to better service said commercial area. This trenchless water main installation is less disruption to the customer, is provided at lower installation costs, and involves less construction time.

**Background:**

The east side of University Drive has had an undersized 6-Inch water main which was recommended for replacement approximately 10 years ago. An Engineering Design Project was completed in 2008 by Eckler Engineering, but the final design included installing more than 2,000 LF of 12-inch line in the east northbound lane of University Drive which FDOT was not going to approve after renovations of University Drive in 2009. The project was put on hold until additional easements were obtained or another option became available. Currently, \$1,250,000.00 is budgeted for this pipe bursting project.

Since 2014, the City has successfully replaced over 16,850 LF of water mains using pipe bursting technology utilizing Murphy Pipeline Contractors, Inc. The last two very successful pipe bursting projects included the Shaker Village and Spyglass communities. Pre-chlorinated pipe bursting has become the preferred water main replacement method in Europe with over 100 million feet replaced in the past 26 years.

Within the U.S., Murphy Pipeline Contractors, Inc. has completed over 500,000 linear feet of static pipe bursting over the past decade. This technology is being adopted more and more by cities for the following reasons:

- Existing Utility path can be followed
- It is Environmentally Friendly
- Lowest Overall Project Costs
- Customer Friendly
- Minimal Schedule and Social Impact
- Pipe Diameters can be replaced with up to two sizes larger.
- Safety of Residents and Workers since no trenching and shoring is required.

Recognizing that other South Florida and National Utilities have faced these same problems and have prepared bid specifications and awarded contracts for Water Pipe Replacement, City staff researched the marketplace. Staff determined that an Agreement awarded to Murphy Pipeline Contractors, Inc. for Pipe Bursting Services by the Texas Education Service Center Region 19 in El Paso, Texas on behalf of the Allied States Cooperative through a formal competitive solicitation process provided the most competitive pricing currently in the marketplace. The City of Tamarac is a member of the Allied States Cooperative and the Purchasing and Contracts Manager has determined that awarding a contract to Murphy Pipeline Contractors, Inc. through the Allied States Cooperative Agreement is in the best interest of the City in terms of time, expense and other marketplace factors per the requirements of Section 6-148(f) of the Tamarac Procurement Code which authorizes the City to utilize contracts awarded by other governmental entities.

The Public Services Department recommends approving the Agreement with Murphy Pipeline Contractors, Inc., awarded by the Education Service Center (ESC) Region 19, on behalf of the Allied States Cooperative through their RFP Number 13-6903 that contains favorable pricing, terms and conditions, was awarded on December 31, 2012, and includes four (4) one year optional renewal periods. The Contract has since been extended by Region 19 until December 31, 2017. The Agreement provides for annual renewal options at the same terms, conditions and pricing as the original Agreement. Murphy Pipeline Contractors, Inc. has agreed to maintain the same terms, conditions and unit pricing as the original agreement.

Murphy Pipeline Contractors, Inc. is more than qualified to perform this highly specialized work and the company has satisfactorily performed the work in South Florida and Nationally.

**Fiscal Impact:**

Funding in an amount not to exceed \$1,250,000.00 is currently available in the Utilities Capital Improvement Project #UW14B.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING A CONTRACT TO MURPHY PIPELINE CONTRACTORS, INC. UTILIZING PRICING FROM AN AGREEMENT OBTAINED THROUGH A FORMAL COMPETITIVE PROCESS BY THE ALLIED STATES COOPERATIVE EDUCATION SERVICE CENTER (ESC) REGION 19, RFP NUMBER 13-6903 FOR THE REPLACEMENT OF 4,059 LINEAR FEET OF WATER PIPE TOGETHER ALONG WITH 22 EXISTING FIRE HYDRANTS AND 3 NEW FIRE HYDRANTS ON THE EAST SIDE OF UNIVERSITY DRIVE FROM NW 77<sup>TH</sup> STREET TO SOUTHGATE BOULEVARD; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PURCHASE ORDER AGREEMENT WITH MURPHY PIPELINE CONTRACTORS, INC. FOR A PROJECT COST OF \$933,598.60, WITH A CONTINGENCY OF 10% OR \$93,359.86 FOR AN AMOUNT NOT TO EXCEED \$1,026,958.46; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the east side of University Drive from NW 77<sup>th</sup> Street to Southgate Boulevard is served by an undersized 6-inch cast iron water main which is insufficient to provide the required fire flowrate to this commercial area; and

WHEREAS, an Engineering Design Project was completed in 2008 by Eckler Engineering but the proposed design included installing over 2,000 LF of 12-inch water lines in the east northbound lane which FDOT was not going to approve after renovations of University Drive in 2009. Currently \$1,250,000.00 is budgeted in Project #UW14B to complete the University Drive Pipe Bursting Project; and

WHEREAS, the City has successfully replaced over 16,850 LF of water mains using pipe bursting technology utilizing Murphy Pipeline Contractors, Inc. since 2014 in Shaker Village, Spyglass, and on NW 47<sup>th</sup> Terrace; and

WHEREAS, pre-chlorinated pipe bursting has become the preferred water main replacement method in Europe with over 100 million feet replaced in the past 26 years. In the U.S., Murphy Pipeline Contractors, Inc. has completed over 500,000 LF of static pipe bursting over the past decade; and

WHEREAS, the City has decided to complete the University Drive Water Main Upgrade Project utilizing Pipe Bursting Technology quoted by Murphy Pipeline Contractors, Inc., to correct the fire flow deficiencies. The cost to complete the University Drive Pipe Bursting Project without contingency is quoted at \$933,598.60; and

WHEREAS, the pipe bursting work is to be completed on the east side of University Drive from NW 77<sup>th</sup> Street to Southgate Boulevard as shown on "Exhibit A" (a copy of which is attached hereto); and

WHEREAS, the Allied States Cooperative, Education Service Center (ESC) Region 19, RFP Number 13-6903 with Murphy Pipeline Contractors, Inc. for Pipe Bursting has favorable pricing, terms, and conditions, which was awarded on December 31, 2012 with four (4) one year optional renewal periods. The contract has been extended by Region 19 until December 31, 2017 on behalf of its members (a copy of which is attached hereto as "Exhibit B"); and

WHEREAS, the City of Tamarac is a member in good standing of the Education

Service Center Region 19 Allied States Cooperative (ASC) and is therefore eligible to utilize Allied States Cooperative, Education Service Center (ESC) Region 19 RFP Number 13-6903; and

WHEREAS, the vendor has agreed to honor the terms, conditions, and pricing of the Allied States Cooperative, Education Service Center (ESC) Region 19, RFP Number 13-6903 with Murphy Pipeline Contractors, Inc. and has prepared a project proposal in the amount of \$933,598.60, hereto attached as "Exhibit C"; and

WHEREAS, the Director of Public Services and the Purchasing Contracts Manager chose to utilize available contracts awarded by other governmental entities for Water Pipe Replacement utilizing Pipe Bursting, as provided by City Code Section 6-148 (f), which states that the purchasing officer may utilize contracts with other governmental agencies; and

WHEREAS, the City Commission of the City of Tamarac has previously approved capital funding for the University Drive Water Main Replacement Project in Project #UW14B as recommended by the Public Services Department; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept and execute an Agreement Amendment with Murphy Pipeline Contractors, Inc. utilizing Allied States Cooperative, Education Service Center (ESC) Region 19 RFP Number 13-6903, in an amount not to exceed \$933,598.60.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE



CITY OF TAMARAC, FLORIDA, THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All exhibits attached hereto are incorporated herein and made a specific part hereof.

SECTION 2: The City Commission hereby awards the pipe bursting contract to Murphy Pipeline Contractors, Inc. utilizing Allied States Cooperative, Education Service Center (ESC) Region 19 RFP Number 13-6903 for the replacement of 4,059 LF of undersized Water Main Pipe with 10-inch HDPE along with the replacement of 22 existing fire hydrants and the installation of 3 new fire hydrants. The appropriate City Officials are hereby authorized to execute a Purchase Order Agreement in an amount not to exceed a project cost of \$933,598.60 with a 10% contingency of \$93,359.86, for a total project cost of \$1,026,958.46.

SECTION 3: The Director of Public Services is authorized to approve Work Tasks in accordance with the schedule of prices under said contract in an amount not to exceed \$933,598.60 for project cost and a contingency of 10% or \$93,359.86 will be added to the project account for a total of \$1,026,958.46.

SECTION 4: The City Manager, or his designee, is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the

work has been successfully completed within the terms, conditions and pricing of the agreement.

SECTION 5: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

HARRY DRESSLER  
MAYOR

ATTEST:

---

PATRICIA A. TEUFEL, CMC  
CITY CLERK

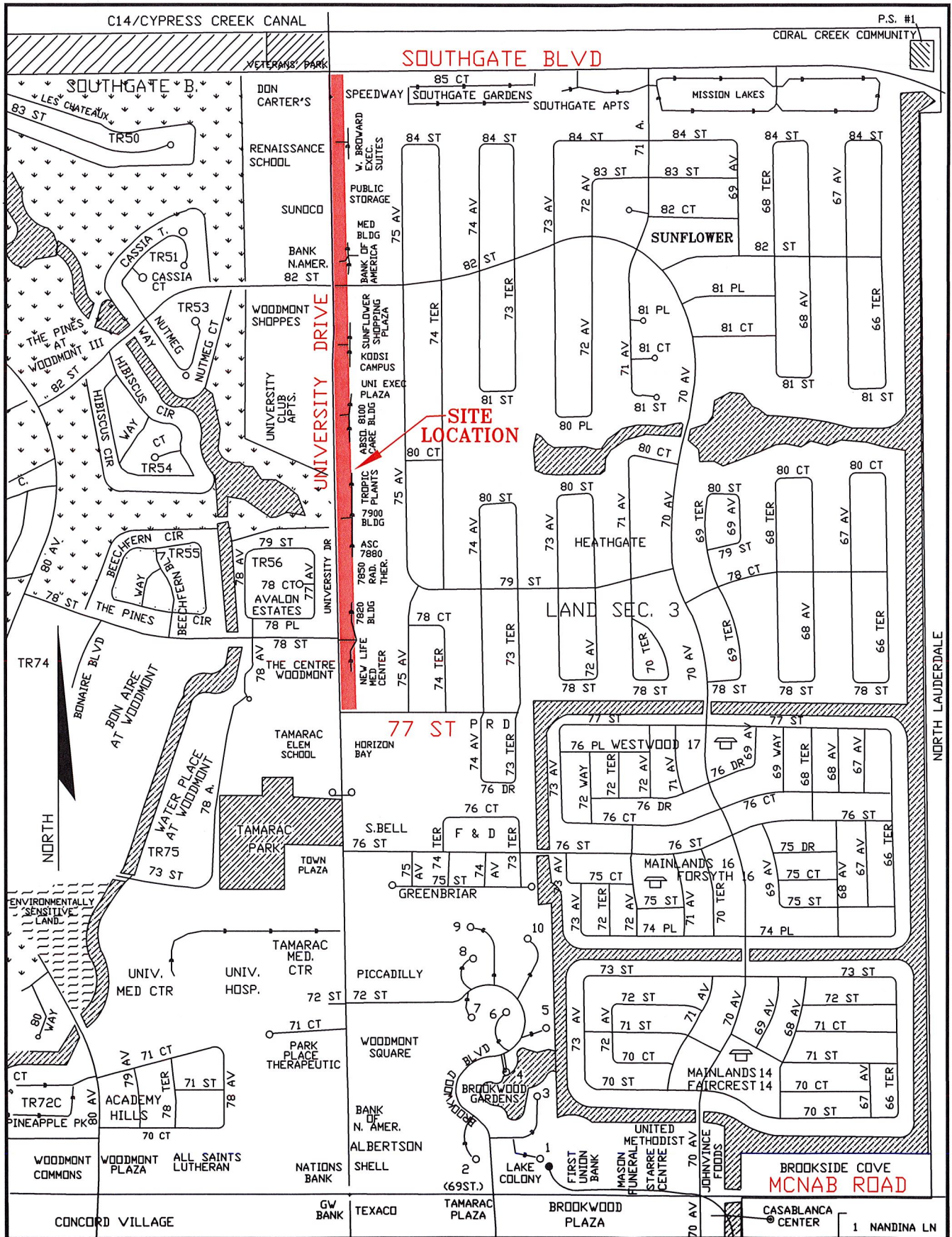
I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

---

SAMUEL S. GOREN  
CITY ATTORNEY

# EXHIBIT A

TEMP RESO. # 12905



UNI PIPE BURST.DWG

## UNIVERSITY DRIVE PIPE BURSTING PROJECT





**"EXHIBIT B"**  
**TR #12905**

**Purchasing Department**  
Education Service Center - Region 19  
6611 Boeing Drive  
El Paso, Texas 79925-1010

Phone: 915.780.5019  
Fax: 915.780.5061  
[www.esc19.net](http://www.esc19.net)  
[alliedstatescooperative.com](http://alliedstatescooperative.com)

November 7, 2016

**Murphy Pipeline Contractors, Inc.**  
Todd Grafenauer  
3507 Southside Blvd  
Jacksonville, FL 32216

**RE: RFP # 13-6903 Trenchless Technology Rehabilitation and Related Items and Services – ESC Region 19  
Allied States Cooperative**

Dear Vendor,

The ESC-Region 19 recently approved the Administration's recommendation to extend the referenced contract through December 31, 2017. Please indicate whether you will be extending this contract by signing in the appropriate space at the bottom of the page.


Throughout the year we would appreciate being notified of any information or changes that should be shared with our internal staff. These include representative changes, billing addresses and price increases. Additional information is provided on our website [www.alliedstatescooperative.com](http://www.alliedstatescooperative.com). You may view current contracts, contract opportunities and an updated list of our cooperative's members. Also, if you have not already done so, please register your company online so that we can notify you of any new contract opportunities.

Please reference **2.28 Reporting**, page 13 and **2.30 R19 Administrative Fee**, page 14 of your contract. You are required to review all sales monthly and submit an administrative fee report regardless if sales are made or not. Please contact Lily Nunez at [snunez@esc19.net](mailto:snunez@esc19.net) or (915) 780-5037 for assistance.

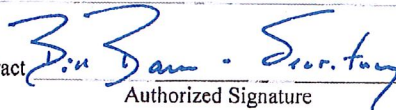
Please reference **2.42 Insurance** on page 16 of your contract for coverage limits. Contracts must have current insurance on file at all times in order to be in compliance and for auditing purposes. Please provide your current Certificate with Comprehensive General Liability, Auto Liability and Workers Compensation and name ESC - Region 19 Allied States Cooperative as additional insured.

Please scan and e-mail [mcamacho@esc19.net](mailto:mcamacho@esc19.net) or fax (915) 780-5061 the signed letter and Certificate of Liability Insurance to me **as soon as possible**. If no response is received cooperative members will be advised that you will not be extending your contract. Please feel free to contact the Purchasing Department at (915) 780-5389 with any questions or concerns you may have.

Sincerely,

  
Martin Camacho  
Purchasing Agent

We are able to extend the contract

  
Authorized Signature

Date 11.10.16

We are unable to extend the above contract

Authorized Signature

Date

Comments:

**Executive Director:** Dr. Armando Aguirre  
**Board of Directors:** Fred Sanchez-Chairman, Patricia Ramirez-Vice Chairman, Melody Salas-Secretary,  
Kathy Becker-Member, John C. Elder-Member, José M. Limón-Member, David Sublasky-Member





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2016

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

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

<b>PRODUCER</b> Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801		<b>CONTACT NAME:</b> Jeanne Miller <b>PHONE (A/C, No, Ext):</b> (407) 843-1120 <b>FAX (A/C, No):</b> (407) 843-5772 <b>E-MAIL ADDRESS:</b> jmiller@johnsonandcompany.net	
<b>INSURED</b> Murphy Pipeline Contractors, Inc. 1876 Everlee Road Jacksonville FL 32216		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> CONTINENTAL CASUALTY CO <b>INSURER B:</b> GREAT AMERICAN INSURANCE CO. <b>INSURER C:</b> VALLEY FORGE <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20443 16691 20508	

**COVERAGES****CERTIFICATE NUMBER:** CL16103112102**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4034933498	11/9/2016	11/9/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4034933534	11/9/2016	11/9/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0629868	11/9/2016	11/9/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC434933579	11/9/2016	11/9/2017	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			4034933498	11/9/2016	11/9/2017	Leased/Rented 150,000 Deductible 2% Min \$5000

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

Re: Education Service Center-Region 19 and Allied States are listed as Additional Insured as respects General Liability when required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

Education Service Center-Region 19 Purchasing Department 611 Boeing Drive El Pasco, TX 79925	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Johnson, III/JEANNE

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Murphy Pipeline Contractors, Inc.  
Policy # 4034933498  
11/9/2016-2017

G-140331-D  
(Ed. 01/13)

**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

**SCHEDULE (OPTIONAL)**

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.) Education Service Center-Region 19 and Allied States

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.) All locations

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

**B. The insurance provided to the additional insured is limited as follows:**

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
  - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
    - (1) The "written contract" requires you to provide the additional insured such coverage; and
    - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph B.1. above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
  - a. The maximum permitted by law;
  - b. That required by the "written contract";
  - c. That described in B.1. above; or
  - d. That afforded to you under this policy,whichever is less.



**"EXHIBIT C"**  
**TR #12905**

Corporate Headquarters  
OFFICE: 904.764.6887 FAX: 904.379.6193  
ADDRESS: 1876 Everlee Rd, Jacksonville FL 32216  
Feasibility Support Office  
OFFICE: 414.321.2247 FAX: 414.321.2297  
ADDRESS: 1973 S 91<sup>st</sup> Street Milwaukee WI 53227  
murphypipelines.com swagelining.com

December 05, 2016

James Moore  
City of Tamarac Public Services  
6011 Nob Hill Rd.  
Tamarac, FL 33321

RE: University Drive Pipe Bursting Water Main Upgrade

Mr. Moore:

Murphy Pipeline Contractors, Inc. agrees to allow and extend its prices per the contract documents of the R19 Allied States RFP #13-6903 Agreement to the City of Tamarac, Florida.

Murphy Pipeline Contractors, Inc. proposes to perform rehabilitation/replacement of Tamarac's existing 6" water line and associated connections and replacing with a 10" HDPE line via trenchless pipe bursting.

The area of work is defined as follows; the East side of University Drive between Southgate Blvd. and N.W. 77<sup>th</sup> Street.

We will assist with the permitting process and coordination details with a target start date of the first quarter of 2017.

Best Regards,

A handwritten signature in black ink, appearing to read "Richard Crow".

Richard Crow  
Murphy Pipeline Contractors

CC:  
Andy Mayer, MPC  
Bill Barron, MPC  
File

Enclosed: Attachment A – R19 Line Item Prices



Attachment A City of Tamarac University Drive Water Main Upgrade								2/3/2017	
All pricing shall include overhead including the R19 fee and profit for each line item.									
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price	QTY	10 Inch HDPE
68	Mobilization	1	Day	\$200.00	\$200.00	0.94	\$ 188.00	60	\$ 11,280.00
69	Pre-Construction Video	1	LF	\$4.00	\$4.00	0.94	\$ 3.76	4059	\$ 15,261.84
71	MOT								
	a) Signage	1	Day	\$250.00	\$250.00	0.94	\$ 235.00	60	\$ 14,100.00
	b) Flagmen	1	HR	\$45.00	\$45.00	0.94	\$ 42.30	160	\$ 6,768.00
72	Excavation/Backfill								
	a) 0-4 feet deep	1	Cuft	\$2.00	\$2.00	0.94	\$ 1.88	7150	\$ 13,442.00
	b) 4-6 feet deep	1	Cuft	\$3.00	\$3.00	0.94	\$ 2.82	2640	\$ 7,444.80
	c) 6-10 feet deep	1	Cuft	\$4.00	\$4.00	0.94	\$ 3.76	8400	\$ 31,584.00
73	Trench Shoring								
	a) 4-6 feet deep	1	LF Trench	\$25.00	\$25.00	0.94	\$ 23.50	125	\$ 2,937.50
	b) 6-10 feet deep	1	LF Trench	\$35.00	\$35.00	0.94	\$ 32.90	150	\$ 4,935.00
74	Surface Restoration								
	a) Sod	1	SF	\$2.00	\$2.00	0.94	\$ 1.88	9026	\$ 16,968.88
	c) 6-inch concrete	1	SF	\$10.50	\$10.50	0.94	\$ 9.87	208	\$ 2,052.96
	e) 3-inch asphalt	1	SF	\$7.00	\$7.00	0.94	\$ 6.58	6150	\$ 40,467.00
	f) Curb	1	LF	\$35.00	\$35.00	0.94	\$ 32.90	122	\$ 4,013.80
75	Material extras								
	a) Lime Rock	1	SY	\$50.00	\$50.00	0.94	\$ 47.00	323	\$ 15,181.00
	b) 57/Washed Stone	1	SY	\$50.00	\$50.00	0.94	\$ 47.00	187	\$ 8,789.00
<b>C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure</b>									
	HDPE DR 11								
100	6-inch diameter	1	LF	\$40.00	\$40.00	0.94	\$ 37.60	466	\$ 17,521.60
102	10-inch diameter	1	LF	\$50.00	\$50.00	0.94	\$ 47.00	4059	\$ 190,773.00
	a) Bends and sleeves, DI								
104	6-inch	1	EA	\$375.00	\$375.00	0.94	\$ 352.50	11	\$ 3,877.50
105	8-inch	1	EA	\$425.00	\$425.00	0.94	\$ 399.50	2	\$ 799.00
106	10-inch	1	EA	\$500.00	\$500.00	0.94	\$ 470.00	39	\$ 18,330.00
	b) Tees, DI								
114	10x10x6	1	EA	\$750.00	\$750.00	0.94	\$ 705.00	35	\$ 24,675.00
115	10x10x8	1	EA	\$825.00	\$825.00	0.94	\$ 775.50	4	\$ 3,102.00
119	12x12x10	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00	1	\$ 1,128.00
	Gate Valves								
121b	6-inch	1	EA	\$900.00	\$900.00	0.94	\$ 846.00	28	\$ 23,688.00
122	8-inch	1	EA	\$1,375.00	\$1,375.00	0.94	\$ 1,292.50	3	\$ 3,877.50
123	10-inch	1	EA	\$1,750.00	\$1,750.00	0.94	\$ 1,645.00	5	\$ 8,225.00
126	Fire Hydrants	1	EA	\$3,250.00	\$3,250.00	0.94	\$ 3,055.00	25	\$ 76,375.00
	Connection at Services								
	a) Up to 1" service, short side up to 5-feet								
129	10-inch main	1	EA	\$500.00	\$500.00	0.94	\$ 470.00	0	\$ -
	b) Up to 2" service, short side up to 5-feet								
133	10-inch main	1	EA	\$700.00	\$700.00	0.94	\$ 658.00	2	\$ 1,316.00
	c) Up to 1" service, long side up to 25-feet								
137	10-inch main	1	EA	\$900.00	\$900.00	0.94	\$ 846.00	6	\$ 5,076.00
	d) Up to 2" service, long side up to 25-feet								
141	10-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00	11	\$ 11,374.00
	e) Additional service length								
143	Over 30-feet x 1"	1	LF	\$12.00	\$12.00	0.94	\$ 11.28	30	\$ 338.40
144	Over 30-feet x 2"	1	LF	\$15.00	\$15.00	0.94	\$ 14.10	30	\$ 423.00
	Bypass for water main pipe bursting or CIPP lining								
150	2-inch temporary	1	LF	\$23.00	\$23.00	0.94	\$ 21.62	3250	\$ 70,265.00
151	4-inch temporary	1	LF	\$26.00	\$26.00	0.94	\$ 24.44	1120	\$ 27,372.80
	Temporary service connections for water main bypass								
153	2-inch short side	1	EA	\$275.00	\$275.00	0.94	\$ 258.50	17	\$ 4,394.50
155	4-inch short side	1	EA	\$300.00	\$300.00	0.94	\$ 282.00	4	\$ 1,128.00
<b>E) Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines</b>									
	Pipe String Fusion								
166	4-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20	1	\$ 28.20
167	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90	376	\$ 12,370.40
169	10-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30	4059	\$ 171,695.70
	Pressure Testing								
171	4-12 inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88	4059	\$ 7,630.92



172	Charge Water	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94	0	\$ 530.16 9,538.65 5,640.00  1,907.73 - 3,815.46
	Chlorination								
174	6-inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41	376	
176	10-inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35	4059	
178	BT Test	1	EA	\$250.00	\$250.00	0.94	\$ 235.00	24	
	Flushing								
179	4-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47	4059	
180	Charge Water	1	K-Gals	\$0.50	\$0.50	0.94	\$ 0.47	0	
	Dechlorination								
181	4-12 inch	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94	4059	
H) Time and Material Unit Rates for Change Orders									
	Materials, Subcontractors and Rentals								
265	Markup = 15%								
266	Sales Taxes = Per Jurisdiction								
	Traffic Loops	1	EA	\$4,025.00	\$4,025.00	0.94	\$ 3,783.50	2	
	Ground Penetrating Radar (GPR)	1	EA	\$4,312.50	\$4,312.50	0.94	\$ 4,053.75	1	
	Survey As-Builts	1	EA	\$6,325.00	\$6,325.00	0.94	\$ 5,945.50	1	
	Project Sign	1	EA	\$1,550.00	\$1,550.00	0.94	\$ 1,457.00	1	
	Striping	1	EA	\$1,437.50	\$1,437.50	0.94	\$ 1,351.25	1	
	Bond	1	EA	\$11,500.00	\$11,500.00	0.94	\$ 10,810.00	1	



**Title - TR12912 - In-Kind and In Cash Support and Waiver of Fees - Tamarac Chamber of Commerce Arts & Crafts Festival**

A Resolution of the City Commission of the City of Tamarac, Florida, approving a request from the Tamarac Chamber of Commerce for in-kind and in cash support and to waive fees for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival to be held in and around the Tamarac Community Center, along 57th Street, Saturday-Sunday, April 1-2, 2017, from 10:00 a.m. to 6:00 p.m., in an amount of approximately \$12,950; providing for permits, proper insurance, execution of a hold harmless agreement, and an executed lease agreement; providing for conflicts; providing for severability; and providing for an effective date.

**ATTACHMENTS:**

Description	Upload Date	Type
▢ TR12912 - MEMO - Chamber Arts & Crafts Festival 2017	3/1/2017	Cover Memo
▢ TR12912 - RESO - Chamber Arts & Crafts Festival 2017	3/1/2017	Resolution
▢ TR12912 - ATTACH TO RESO - Lease Agmt for Equip - Chamber Arts & Crafts Festival 2017	3/1/2017	Backup Material
▢ TR12912 - Hold Harmless Agreement - Chamber Arts & Crafts Festival 2017	3/1/2017	Backup Material

**CITY OF TAMARAC  
INTEROFFICE MEMORANDUM  
PARKS AND RECREATION**

**TO: Michael C. Cernech, City Manager      DATE: February 14, 2017**

**FROM: Gregory Warner, Director of Parks  
and Recreation**

**RE: Temp. Reso. #12912 – Chamber  
of Commerce 2017 Arts & Crafts  
Festival – Fee waiver, in-kind  
and in cash support**

---

**Recommendation:**

I recommend approving a request from the Tamarac Chamber of Commerce for in-kind and in cash support and waiver of fees for their 2017 Arts & Crafts Festival to be held in and around the Tamarac Community Center along 57<sup>th</sup> Street, Saturday-Sunday, April 1-2, 2017, from 10:00 a.m. to 6:00 p.m., in an amount of approximately \$12,950.

**Issue:**

The Tamarac Chamber of Commerce has requested in-kind and in cash support and waiver of fees for their 2017 Arts & Crafts Festival.

**Background:**

The Tamarac Chamber of Commerce is a non-profit organization who has made a request to the Department of Parks and Recreation for in-kind and in cash support and waiver of fees for their 2<sup>nd</sup> Annual Arts & Crafts Festival.

The waiver of fees for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival includes room rental fees at a cost of \$3,320 (8 hrs. each day) for use of the Ballroom at the Tamarac Community Center, and the callout of a Fire Inspector at a cost of approx. \$540/day. This is the second Arts & Crafts Festival for the Chamber of Commerce. They strive to promote the businesses of our community and the Arts & Crafts Festival is another step in creating public awareness for the Chamber, City and all groups who are involved.

For the Arts & Crafts Festival, the Chamber has requested in-kind and in cash support and waiver of fees from the City including:

- Closure of 57<sup>th</sup> Street from N.W. 84<sup>th</sup> Terrace to N.W. 85<sup>th</sup> Terrace beginning Friday, March 31, 2017, at 12:00 p.m., through Sunday, April 2, 2017 at 9:00 p.m.
- Authorization to utilize the City property located on the northeast corner of Commercial Blvd. and N.W. 88<sup>th</sup> Avenue (property just west of the library) for the purposes of vendor parking

- Authorization to utilize the City owned property just east of the Comfort Suites-Sawgrass, 8301 W. Commercial Blvd., Tamarac, and the Tamarac Community Center parking lot for the purposes of public parking for the event
- Waiver of Community Center room rental fees (Ballroom to be used during event) and necessary staff hours to keep the Center open.
- Use of the Parks and Recreation Department showmobile, tables, chairs, and golf cart
- Use of one (1) electronic sign board
- Fire Inspector call out
- Assistance with promotion of event including provision of advertising support in the form of ads in the Sun Sentinel, installation of banners, and promotion via the Tam-A-Gram newsletter, area newsletters and social media
- Public Art Funded Spontaneous Art items by Alexander Abad and Steve Jones (Professor Fox), for the construction of a giant coloring book and a visual musical performance

The Tamarac Chamber of Commerce will secure and compensate needed BSO Detail for security of the site.

A meeting took place involving representatives from Public Services, BSO, Fire, Parks and Recreation, and the Chamber to discuss logistics of location and the closing of 57<sup>th</sup> Street. All parties were in agreement that the same logistical setup as last year will be best for access, operations, and safety.

The 2016 Arts & Crafts Festival was deemed a huge success and showed the City and Chamber in a very positive light. The Chamber and planning committee are working very hard to build upon last year's success.

In addition to the in-kind support, the City provides a separate cash sponsorship for the Arts & Crafts Festival in the amount of \$2,050. The cost of the advertising support provided through the Public Information Office is approximately \$3,000. The "spontaneous art" funded through the City's Public Art Fund is at a cost of \$3,500.

**Fiscal Impact:**

The fiscal impact to the City for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival is approximately \$12,950, consisting of \$4,400 for in-kind support, a \$2,050 sponsorship, approximately \$3,000 in advertising support through the City's Public Information Office, and \$3,500 for "spontaneous art" funded through the City's Public Art Fund. The City will be listed as a co-sponsor for the event.



---

Gregory Warner

Attachment



*The Greater Tamarac Chamber of Commerce Board of Trustees:*

*Broward Health-Coral Springs  
City Furniture  
City of Tamarac  
Forum Publishing Group  
Interplex Sunbelt Inc.  
University Hospital & Medical Center  
Walgreens  
Waste Management  
Woodmont Country Club*

March 3, 2015

Greg Warner, Director  
Tamarac Parks and Recreation  
6001 Nob Hill Road  
Tamarac, FL 33321

Dear Mr. Warner:

The Greater Tamarac Chamber of Commerce would like to request the partnership from the City of Tamarac for the 2016 Arts & Crafts Festival. The event will take place from 10:00am-6:00pm on Saturday; April 2<sup>nd</sup> & April 3<sup>rd</sup> 2016.

To enable us to set up we would like to request the road closure of 57<sup>th</sup> Street from State Farm Plaza to the Library entrance and exit, beginning Saturday at 5:00am through Sunday 8:00pm.

In addition, we ask for the authorization to utilize the corner land west of the Library for the purpose of vendor parking and the open land east of the Comfort Suites Sawgrass 8301 W. Commercial Blvd Tamarac FL 33351 and the Community Center parking lot to be used for public parking for the duration of the event.

The Greater Tamarac Chamber of Commerce requests the use of the city stage, chairs and tables for the event period. We will also request the use of the ballroom in the Community Center for the event artist banquet Saturday evening and installation of the city tents for special assigned areas.

The Greater Tamarac Chamber of Commerce recognizes the City of Tamarac support and partnership on past projects and look forward to a successful connection again.

If you should require any assistance from the Tamarac Chamber, please feel free to contact me at (954) 722-1520.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter Mason'.

Peter Mason  
Executive Director

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A REQUEST FROM THE TAMARAC CHAMBER OF COMMERCE FOR IN-KIND AND IN CASH SUPPORT AND TO WAIVE FEES FOR THE TAMARAC CHAMBER OF COMMERCE 2017 ARTS & CRAFTS FESTIVAL TO BE HELD IN AND AROUND THE TAMARAC COMMUNITY CENTER, ALONG 57<sup>TH</sup> STREET, SATURDAY-SUNDAY, APRIL 1-2, 2017, FROM 10:00 A.M. TO 6:00 P.M., IN AN AMOUNT OF APPROXIMATELY \$12,950; PROVIDING FOR PERMITS, PROPER INSURANCE, EXECUTION OF A HOLD HARMLESS AGREEMENT, AND AN EXECUTED LEASE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the Director of Parks and Recreation has received a request from the Tamarac Chamber of Commerce to waive fees and for certain in-kind and in cash support services for their 2017 Arts & Crafts Festival to be held in and around the Tamarac Community Center, along 57<sup>th</sup> Street, Saturday-Sunday, April 1-2, 2017, from 10:00 a.m. to 6:00 p.m.

WHEREAS, the Tamarac Chamber of Commerce is a non-profit organization and is requesting waiver of fees for their 2017 Arts & Crafts Festival and for the City to provide certain in-kind and in cash support for the event; and

WHEREAS, the City of Tamarac, Florida, wishes to continue to support the Chamber of Commerce for their community events; and

WHEREAS, the City's Risk Management Division will ensure the appropriate levels of liability insurance coverage for this event are submitted to the City; and

WHEREAS, the Director of Parks and Recreation recommends approval of the request to waive fees and for the City of Tamarac to provide certain in-kind and in cash support for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival to be held Saturday-Sunday, April 1-2, 2017; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to waive fees and to provide certain in-kind and in cash support for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival to be held Saturday-Sunday, April 1-2, 2017; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All exhibits attached hereto are hereby incorporated by this reference.

SECTION 2: That the request to waive fees, and for the City of Tamarac to provide certain in-kind and in cash support as listed below at a cost of approximately \$12,950 for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival, April 1-2, 2017, is HEREBY APPROVED subject to Section 3 below.

- Closure of 57<sup>th</sup> Street from N.W. 84<sup>th</sup> Terrace to N.W. 85<sup>th</sup> Terrace beginning Friday, March 31, 2017, at 12:00 p.m., through Sunday, April 2, 2017 at 9:00 p.m.



- Authorization to utilize the City property located on the northeast corner of Commercial Blvd. and N.W. 88<sup>th</sup> Avenue (property just west of the library) for the purposes of vendor parking
- Authorization to utilize the City owned property just east of the Comfort Suites-Sawgrass, 8301 W. Commercial Blvd., Tamarac, and the Tamarac Community Center parking lot for the purposes of public parking for the event
- Waiver of Community Center room rental fees (Ballroom to be used during event) and necessary staff hours to keep the center open
- Use of the Parks and Recreation Department showmobile, tables, chairs, and golf cart
- Use of one (1) electronic sign board
- Fire Inspector call out
- Assistance with promotion of event including provision of advertising support in the form of ads in the Sun Sentinel, installation of banners, and promotion via the Tam-A-Gram newsletter, area newsletters and social media
- Public Art Funded Spontaneous Art items by Alexander Abad and Steve Jones (Professor Fox), for the construction of a giant coloring book and a visual musical performance

SECTION 3: That approval is subject to all other appropriate permits being obtained prior to the event, and proper insurance coverage in a form acceptable to the City's Risk/Safety Manager, an executed Hold Harmless Agreement, and an executed Lease Agreement as furnished by the City for the in-kind equipment, attached hereto and incorporated herein, are provided to the City prior to the event.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this      day of                      , 2017.

\_\_\_\_\_  
HARRY DRESSLER, Mayor

ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CMC  
CITY CLERK

I HEREBY CERTIFY that  
I have approved this  
RESOLUTION as to form.

\_\_\_\_\_  
SAMUEL S. GOREN  
CITY ATTORNEY

**LEASE AGREEMENT FOR EQUIPMENT**

**THIS AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between:

**THE CITY OF TAMARAC**, a municipal corporation organized and operating pursuant to laws of the State of Florida, with an address of 7525 NW 88<sup>th</sup> Avenue, Tamarac, Florida 33321, hereinafter referred to as "TAMARAC,"

and

**TAMARAC CHAMBER OF COMMERCE**, a 501(c)(6) tax exempt organization, with an address of 7525 N.W. 88 Avenue, Tamarac, FL 33321 hereinafter referred to as "CHAMBER"

**WHEREAS**, CHAMBER will be holding its 2017 Arts & Crafts Festival April 1-2, 2017; and

**WHEREAS**, CHAMBER desires to lease TAMARAC's "Showmobile", tables, chairs, and golf cart (sometimes referred to as "Equipment") for the event; and

**WHEREAS**, TAMARAC has agreed to lease this Equipment to CHAMBER for the event; and

**WHEREAS**, the parties desire to enter into this Lease Agreement for TAMARAC to lease the Equipment to CHAMBER, subject to the terms and conditions contained herein;

**NOW, THEREFORE**, in consideration of their mutual covenants, the parties agree as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. TERM OF AGREEMENT

2.01 This agreement is effective upon the approval and execution of both parties and shall commence Friday, March 31, 2017, ("Commencement Date") and terminate Sunday, April 2, 2017, ("Termination Date"), unless terminated earlier pursuant to the provisions of Section 9 of this Lease Agreement. Upon the express written consent of both parties, both parties are authorized to extend the term of this Lease Agreement as necessary. Said written extension shall be considered an addendum to this Lease Agreement and shall be incorporated herein.

### Section 3. COMPENSATION

3.01 CHAMBER shall pay TAMARAC the sum of TEN AND 00/100 DOLLARS (\$10.00) for the lease of the above referenced Equipment. Said payment shall be sent to the Finance Department, City of Tamarac, 7525 NW 88<sup>th</sup> Avenue, Tamarac, Florida 33321 no later than March 28, 2017.

### Section 4. DUTIES AND RESPONSIBILITIES OF TAMARAC

4.01 Upon approval of this Lease Agreement, TAMARAC shall deliver to CHAMBER on or about Friday, March 31, 2017, at a time to be coordinated between the parties and at a location designated by CHAMBER:

- A. One (1) 20x40 foot Stage/Showmobile, Vin # 1W9SE2820RM174008 and Asset No. 3805.*
- B. Tables and chairs.*
- C. One (1) golf cart*

4.02 TAMARAC shall permit CHAMBER to inspect the Equipment prior to transfer to CHAMBER custody and control.

4.03 TAMARAC, at its sole discretion, may prohibit the use or erection of the Equipment, in the event of inclement weather, or due to other circumstances beyond either parties' control.

4.04 On Sunday, April 2, 2017, TAMARAC shall pick up the leased Equipment from CHAMBER at a time to be coordinated between the parties.

### Section 5. DUTIES AND RESPONSIBILITIES OF CHAMBER

5.01 CHAMBER acknowledges that it accepts the above referenced Equipment in "as is" condition, after inspection by CHAMBER.

5.02 CHAMBER shall be responsible for insuring the Equipment and informing TAMARAC of any damage which may occur to the Equipment while in CHAMBER, custody and control. It shall be CHAMBER's responsibility to pay for the costs of repair for any such damage which may occur.

5.03 After inspection of the Equipment by CHAMBER, any claims based upon defects shall be deemed arising from CHAMBER, use of the Equipment as provided in Section 5 of this Agreement.

5.04 CHAMBER shall not make any modifications to the leased Equipment, other than as indicated in normal repair and maintenance, without the express written approval of TAMARAC.

5.05 CHAMBER shall return the Equipment to TAMARAC in the same condition in which it was given to CHAMBER, normal wear and tear excepted.

## Section 6. INDEMNIFICATION AND INSURANCE

6.01 CHAMBER agrees to indemnify and hold harmless TAMARAC and all its officers, elected or otherwise, employees, and agents from and against any and all claims, loss, damage, or injury to persons or property, omissions, penalties, judgments, and liability, and actions or causes of action, arising from CHAMBER use of the Equipment or CHAMBER failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names TAMARAC as a party defendant, TAMARAC shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. Nothing herein shall constitute a waiver of sovereign immunity.

6.02 CHAMBER shall maintain throughout the term of this Agreement any and all applicable insurance coverage required by TAMARAC's Risk Manager and shall name TAMARAC as a certificate holder. CHAMBER shall obtain at CHAMBER's expense all necessary insurance in such form and amount as required by TAMARAC's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City. CHAMBER shall maintain such insurance in full force and effect during the life of this Agreement. CHAMBER shall provide to TAMARAC'S Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. CHAMBER will provide to TAMARAC proof of endorsement for the Equipment in the amount of \$100,000 prior to the release of the leased Equipment to CHAMBER.

6.03 CHAMBER shall indemnify and hold TAMARAC harmless for any damages resulting from failure of CHAMBER to take out and maintain such insurance. CHAMBER's General Liability Insurance policies shall be endorsed to add the "City of Tamarac" as an additional insured. CHAMBER shall be responsible for payment of all deductibles and self-insurance retentions on CHAMBER's Liability Insurance policies.

6.04 The following are required types and minimum limits of insurance coverage, which CHAMBER agrees to maintain during the term of this contract:

<b>Line of Business/ Coverage</b>	<b>Occurrence</b>	<b>Aggregate</b>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability/Property	\$1,000,000	\$2,000,000
Workers' Compensation	Statutory	

6.05 Nothing herein shall be construed or interpreted as a waiver of sovereign immunity by TAMARAC.

Section 7. The contact person for each of the parties for the administration of this Agreement is as follows:

TAMARAC: Gregory Warner, Director of Parks and Recreation  
Telephone No. (954) 597-3638

CHAMBER: Peter Mason  
Telephone No. (954) 722-1520

Section 8. ASSIGNMENT

8.01 CHAMBER shall not assign this Lease Agreement, in whole or in part, without the written consent of TAMARAC.

Section 9. TERMINATION

9.01 This Agreement may be terminated by either party upon three (3) calendar days' written notice.

Section 10. COMPLIANCE WITH LAWS

10.01 TAMARAC and CHAMBER shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, and of any other public authority which may be applicable.

Section 11. VENUE

11.01 Venue for any claim, objection or dispute arising out of the terms of this Agreement shall lie in Broward County, Florida.

Section 12. GOVERNING LAW

12.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 13. ENTIRE AGREEMENT

13.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 14. SEVERABILITY

14.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 15. COUNTERPARTS

15.01 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 16. LEGAL REPRESENTATION

16.01 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 17. NOTICES

17.01 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain as such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

CHAMBER  
Peter Mason, Executive Director  
Tamarac Chamber of Commerce  
7525 N.W. 88 Avenue  
Tamarac, FL 33321  
Telephone No. (954) 722-1520

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TAMARAC:  
Greg Warner, Director  
City of Tamarac  
Parks & Recreation Department  
8601 W. Commercial Blvd.  
Tamarac, Florida 33321  
Tel. (954) 597-3620  
Fax (954) 597-3640

Copy to: Michael C. Cernech, City Manager  
City of Tamarac  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, Florida 33321  
Tel. (954) 597-3510  
Fax (954) 597-3520

Samuel S. Goren, Office of the City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

**IN WITNESS WHEREOF**, TAMARAC CHAMBER OF COMMERCE and the CITY OF TAMARAC have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

**TAMARAC CHAMBER OF COMMERCE**  
501(c)(6) tax exempt organization

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

STATE OF FLORIDA       )  
  )ss  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, and who is personally known to me or has produced \_\_\_\_\_ as identification, and who is signing this Agreement on behalf of the TAMARAC CHAMBER OF COMMERCE, and is authorized to execute the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My Commission Expires:

**CITY OF TAMARAC**

BY: \_\_\_\_\_  
MICHAEL C. CERNECH,  
CITY MANAGER

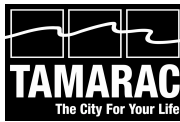
ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CMC  
CITY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY





**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
BETWEEN THE CITY OF TAMARAC  
And  
Tamarac Chamber of Commerce**

This Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is made by and between the City of Tamarac, a municipal corporation (hereinafter "CITY"), with offices located at 7525 NW 88<sup>th</sup> Avenue, Tamarac, FL 33321, and Tamarac Chamber of Commerce, 7525 N.W. 88<sup>th</sup> Avenue, Tamarac, FL 33321, (hereinafter "VENDOR").

**WITNESSETH:**

WHEREAS, CITY and VENDOR desire to enter into an agreement to provide an Arts and Crafts Festival on Saturday and Sunday, April 1 & 2, 2017, from 10:00 a.m. to 6:00 p.m., with set up beginning at 11:00 a.m. on Friday, March 31, 2017, and cleanup ending on Sunday, April 2, 2017 at 9:00 p.m.

WHEREAS, the City Commission of the City of Tamarac has determined that the execution of this Indemnification and Hold Harmless Agreement is in the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and the additional consideration of Ten Dollars (\$10.00) received from CITY, the receipt and sufficiency of which is acknowledged by VENDOR, the parties agree as follows:

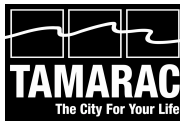
SECTION 1: That VENDOR shall indemnify, hold the CITY, its officers, employees and agents harmless and defend the CITY, its officers, employees and agents from any and all claims, causes of action, damages, liability, and expenses including attorney's fees and court costs in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Tamarac Arts and Crafts Festival in the City of Tamarac.

SECTION 2: The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement or event though the claim may be made after the termination thereof.

SECTION 3: This Hold Harmless Agreement is in addition to any other Agreement entered into by the parties and supplements other Hold Harmless Agreements that may be entered into by the parties.

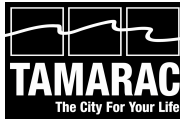
SECTION 4: VENDOR shall provide the Risk Manager of the City of Tamarac all necessary certificates of insurance in such form and amounts as required by the Risk Manager.

SECTION 5: VENDOR shall keep such policies of insurance in full force and effect during the term of this Agreement and shall provide proof of insurance to the Risk Manager of the City of Tamarac.



SECTION 6: VENDOR shall provide the CITY with the requisite document evidencing that the signatory for VENDOR has the authority to enter into this Agreement.

SECTION 7: Venue shall be in Broward County, Florida.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: CITY OF TAMARAC, signing by and through its Authorized Representative, and Tamarac Chamber of Commerce signing by and through its President or Principal, and duly authorized to execute same.

**CITY OF TAMARAC****By:**

\_\_\_\_\_  
Michael C. Cernech  
City Manager

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Business or Company Name

**By:**

\_\_\_\_\_  
Corporate Secretary

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

(Corporate Seal)

\_\_\_\_\_  
Printed Name

**ACKNOWLEDGMENT**

STATE OF FLORIDA

:SS

COUNTY OF \_\_\_\_\_:

Before me personally appeared, \_\_\_\_\_ known to me to be the person described herein and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of  
Florida At Large

My Commission Expires:

\_\_\_\_\_  
Print or Type Name of Notary