

10027

**AGREEMENT
(UTILIZING ACS #360-240-12-1-NJPA)
BETWEEN
THE CITY OF JACKSONVILLE
AND
CUBIX, INC.
FOR DRYCLEANING CARPETS IN PUBLIC BUILDINGS**

THIS AGREEMENT is made and entered into in duplicate this 15 day of July, 2014 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and CUBIX, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 6450 Kingspointe Parkway, Suite 10, Orlando, Florida 32819, for the purchase of carpet drycleaning services.

RECITALS:

WHEREAS, effective January 1, 2013, the State of Florida, by and through its Department of Management Services, entered into an Alternate Contract Source ("ACS") with Miliken & Company utilizing the National Joint Powers Alliance ("NJPA") contract for Floor Coverings with Related Supplies, Equipment and Services, State of Florida Contract Number 760-000-10-1 (hereinafter the "State Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, said State Contract is in full force and effect until March 19, 2016, and has been competitively procured and awarded by the State of Florida as contracting authority according to law; and

WHEREAS, as a government agency, CITY is an Eligible Customer for the State Contract; and

WHEREAS, Contractor is a certified Miliken Carpet dealer authorized to utilize the State Contract for Miliken carpet products and services and is CITY's local servicing dealer under the State Contract for Miliken carpet products and services; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows the CITY to use *inter alia* contracts of other governmental entities, including those of the State of Florida, which have been competitively procured and awarded; and

WHEREAS, the State Contract is broad enough to allow CITY to purchase drycleaning services for carpets in public buildings (hereinafter the "Services") and Contractor has agreed to allow CITY to use the State Contract; and

WHEREAS, it is in the best interests of the parties to use the State Contract for purchase of the Services and to add those contractual provisions the CITY is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration the parties agree as follows:

ARTICLE 1: Incorporation of Recitals

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Engagement of Contractor

CITY hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of selling to CITY the Services according to the provisions of the State Contract and its exhibits, amendments equipment descriptions, and quotations, and in accordance with the other provisions required by law, ordinance, or policy for the CITY contained in this Agreement. The payment schedule and prices are more specifically set forth in the Price Schedule, attached hereto as **Exhibit B** and incorporated herein by this reference. With respect to the Services, the provisions, terms, and conditions of the State Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the State Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY

CITY shall designate for the purchase of the Services a Project Coordinator who will, on behalf of the CITY, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate all purchases of the Services with the designated Project Coordinator. CITY's Project Coordinator shall be Caryn Bellavia (Telephone: 904-633-4070; Fax: 904-630-5415; Email: CBellavia@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein to March 19, 2016, unless

sooner terminated as provided in **Exhibit A**. During said period of time, the Services pricing provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.

ARTICLE 5: Payments for Services of Contractor

5.1. Except as provided in Section 5.3 hereof, the CITY will compensate Contractor for the Services purchased hereunder in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; *provided however*, payment invoices shall be sent to the authorized CITY representative as specified in said purchase order or other subsequent written instrument signed by CITY's Project Coordinator.

5.2. Notwithstanding any contrary provision in **Exhibit A**, the maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for the Services sold by Contractor to CITY pursuant to this Agreement shall not exceed the sum of ONE HUNDRED TEN THOUSAND SIX HUNDRED TWENTY and 00/100 USD (\$110,620.00).

ARTICLE 6: Notice

Notice to CITY under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Caryn Bellavia
Contract Administration Coordinator
Public Buildings Division
555 West 44th Street
Jacksonville, Florida 32208

Gregory Pease
Procurement
Ed Ball Building
214 North Hogan Street, 8th Floor
Jacksonville, Florida 32202

Notice to Contractor under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Richard A. Devane
Cubix, Inc.
6450 Kingspointe Parkway *SUITE 10*
Orlando, Florida 32819

ARTICLE 7: Laws, Ordinances, Rules, and Regulations

As required by Section 126.108(b), *Ordinance Code*, in the sale of the Services, the Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida

Statutes (the Florida Sunshine Law) as they apply to the purchase contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Article 7 shall be incorporated into and become a part of the subcontract.

ARTICLE 8: Conflict of Interest

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

ARTICLE 9: Confidentiality

Subject to applicable Florida law, all confidential or proprietary information and documentation relating to either party (including, without limitation, any information or data stored within Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Agreement, provided the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with Florida law. The provisions of this article shall not apply to any information that (a) is lawfully in the public domain, (b) has been independently developed by the other party without violation of this Agreement, (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to disclose the information, or (e) such party is required by law to disclose.

ARTICLE 10: Prompt Payment

As required by Chapter 126, Part 6, *Ordinance Code*; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Article 10 shall not apply:

10.1 *Generally.* When Contractor receives payment from CITY for labor, services, or materials furnished by subconsultants or subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subconsultants, subcontractors, and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subconsultants, subcontractors, and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subconsultant, subcontractor, and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii)

specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said subconsultant, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this article.

10.2. *Jacksonville Small Emerging Business Enterprise ("JSEB") and Minority Business Enterprise ("MBE") Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, Contractor shall pay all contracts awarded with certified JSEB's and MBE's, as defined therein, their pro rata share of their earned portion of the progress payments made by CITY under this Agreement within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's or MBE's from all prior payments Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's or MBE's, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said JSEB's or MBE's within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed in this Article 10. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by CITY.

10.3. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subconsultant, subcontractor, supplier, JSEB, MBE, or any third party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may (i) issue joint checks and (ii) charge Contractor a 0.2% daily late payment interest charge or the charges specified in said Chapter 126, *Ordinance Code*, for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

ARTICLE 11: Limitations of Liability

Neither CITY nor Contractor shall be liable for any speculative or unforeseeable damages under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to CITY's or Contractor's acts or omissions. For all other damages arising out of or related to this Agreement, Contractor will not be liable for more than 200% of the amount equivalent to the fees paid and payable by CITY to Contractor under this Agreement. The foregoing limitations of liability do not apply to (i) injury to third parties and third party property, (ii) claims arising under any of the indemnity or warranty provisions of this Agreement, or (iii) claims covered by any insurance policies or bonds required under this Agreement up to the amount of the required coverage. These limitations of liability are in no way to be construed as a waiver or limitation by CITY of its sovereign immunity accorded by the Florida Constitution as codified in § 768.28, Florida Statutes.

ARTICLE 12: Non Discrimination

As required by Section 126.404, *Ordinance Code*, Contractor represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non discrimination provisions of this Agreement; *provided however*, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. Contractor agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 12 shall be incorporated into and become a part of the subcontract.

ARTICLE 13: Governing Law/Venue

This Agreement is governed by the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising under this Agreement shall lie exclusively in the appropriate state court in Duval County, Florida.

ARTICLE 14: Counterparts:

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile (“fax”) transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE:

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

By Karen Bowling
Alvin Brown, Mayor



Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

WITNESS:

CUBIX, INC.

By Heather A. Corbitt
Signature

By Mark Cubarrubia
Signature

Heather A. Corbitt
Type/Print Name

MARK CUBARRUBIA
Type/Print Name

Accounting Manager
Title

CHIEF FINANCIAL OFFICER
Title

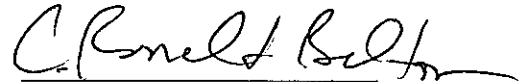
Encumbrance and funding information for internal City use:

Account PWPB5A1MAPR-03410D

Total Amount. . . \$110,620.00

This above stated total amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and fund control checking will be made at the time such Purchase Order(s) are issued.

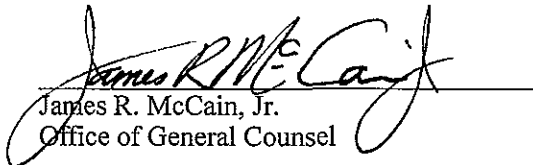
In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent purchase order(s) as specified in said Contract.



Director of Finance
City Contract # 10027

BT

Approved as to form:



James R. McCain, Jr.
Office of General Counsel

Exhibit A
State Contract

ALTERNATE CONTRACT SOURCE

Under authority of

NJPA Contract No. 022712 Floor Coverings with Related Supplies, Equipment and Services
 Between the Department and Milliken & Company
 Department of Management Services ACS# 360-240-12-1-NJPA
 Floor Coverings with Related Supplies, Equipment and Services

THIS ALTERNATE CONTRACT SOURCE (ACS) is made and entered into as of the date last set forth below by and between the State of Florida, Department of Management Services ("Department") and Milliken Services, LLC ("Contractor").

WHEREAS, The Department is authorized by Section 287.042(16), Florida Statutes, to evaluate contracts and, when determined in writing to be cost-effective and in the best interest of the State of Florida, to enter into an agreement authorizing all Eligible Users (as that phrase is defined in Rule 60A-1.005, Florida Administrative Code) to make purchases from such contracts;

WHEREAS, The State of Florida is a member of the National Joint Powers Alliance and as such, is authorized to participate in NJPA contracts; and

WHEREAS, the National Joint Powers Alliance and the Contractor are parties to NJPA Contract No. 022712 Floor Coverings with Related Supplies, Equipment and Services; and

THEREFORE, in consideration of the promises contained below and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 Upon execution of this ACS, the Department and Eligible Users may purchase products and services under NJPA Contract No. 022712 Floor Coverings with Related Supplies, Equipment and Services, which is attached hereto and incorporated herein as Exhibit A.

2 The Department and Eligible Users acknowledge and agree to be bound by the terms and conditions of Exhibit A, except as otherwise specified in this ACS.

3. The following are express terms of this ACS.

3a) Prices: The prices of the ACS are set forth in the attached Exhibit B, "State of Florida Price List," and are incorporated herein.

3b) PUR 1000 Form: The Department Purchasing Form PUR 1000 is attached hereto and incorporated herein as Exhibit C.

3c) Effective Date: The ACS shall become effective on the last date signed below and is coterminous with Exhibit A, unless terminated earlier by the Department.

3d) Orders: In order to procure products and services hereunder, Eligible Users shall issue purchase orders or use a P-card which shall reference this ACS. Eligible Users are responsible for reviewing the terms and conditions of this ACS and Exhibit A. Neither the Department nor NJPA is a party to any purchase order issued hereunder.

3e) Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal,

EXHIBIT "A"

State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the ACS. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for termination of the ACS.

3f) Other Eligible Users: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from the ACS referenced above, in lieu of this ACS, the Eligible User is responsible for signing a separate ACS with the Contractor.

3h) Provisions of 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(f) and (h), Florida Statutes, are hereby incorporated by reference.

4. Primary Contact:

The primary contact for the State of Florida for this ACS is as follows:

Name: Ashli Harvey, Contract Manager
Agency: Department of Management Services, Division of State Purchasing
Address: 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950
Telephone: (850) 922-1214
Fax: (850) 414-6122
E-mail: Ashli.Harvey@dms.myflorida.com

The primary contact for the Contractor for this ACS is as follows:

Name: Randy Dealo
Company: Milliken and Company
Address: 9134 Pine Avenue, St. Louis, MO 63144
Telephone: 314-952-7608
E-mail: Randy.Dealo@milliken.com

The Contractor must maintain current information to the Department Contract Manager during the Term of the ACS. The Department will communicate with Contractor primarily through email.

5. Contract Number:

All purchase orders issued by Eligible Users within the State of Florida shall include Department of Management Services ACS #200-240-12-ACS, unless otherwise provided by Florida Law, statute, rule or this ACS. State agencies will not be required to submit an ACS form, for purchases related to this ACS.

6. Contract Document:

This ACS and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of this ACS. The terms and conditions of this ACS and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

7. Event of Dispute/ Conflicts:

In the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties or any conflict between the ACS and/or any of the documents referenced or made a part hereof, the following documents shall have priority in the order set forth below and the terms as set forth in the document with highest priority shall control over all other documents:

EXHIBIT "A"

- i. This ACS.
- ii. Exhibit B, State of Florida Price List
- iii. Exhibit A, NJPA Contract No. 022712 Floor Coverings with Related Supplies, Equipment and Services.
- iv. Exhibit C, PUR 1000
- v. Exhibit D, Preferred Price Affidavit

8. Intellectual Property:

The parties do not anticipate that any intellectual property will be developed as a result of this ACS. However, any intellectual property developed as a result of this ACS will belong to and be the sole property of the Eligible User. This provision will survive the termination or expiration of the ACS.

9. Employment Eligibility Verification:

Pursuant to State of Florida Executive Orders Nos. 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the ACS term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state ACS utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the ACS term.

10. Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference as the attached Exhibit D, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

11. Scrutinized Company List:

In executing this ACS, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 216.473, Florida Statutes. Pursuant to section 267.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this ACS for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the ACS.

12. MyFloridaMarketPlace (MFMP) Catalog Requirements:

The Contractor agrees to submit an electronic catalog to maintain a most recent up-to-date version of its product and/or service offering. The catalog shall be exhibited on the MFMP website as a line item and/or an ordering instructions catalog for agencies.

Line Item Catalog

By providing a line item catalog, Contractor is providing a list of its products/services and pricing within a specific template format for MyFloridaMarketPlace (MFMP) through a catalog repository tool used for MFMP called Aravo*. In this scenario, Contractor must submit an updated electronic catalog from time to time to maintain the most up-to-date version of its product/service offering under the ACS. As a result, the Department will have an opportunity to confirm the accuracy of the electronic catalog that was loaded into Aravo before the electronic data file is loaded into the eProcurement System (MFMP). In addition, the Department will have

EXHIBIT "A"

the ability to define when the electronic catalog and any subsequent revisions thereto "go live". The Contractor agrees to meet the following requirements:

The catalog must contain the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the ACS; and

- a) The accuracy of the catalog must be maintained by Contractor throughout the duration of the ACS; and
- b) The catalog must include a State of Florida specific contract identification number; and
- c) The catalog must include detailed product line item descriptions; and
- d) The catalog must include pictures when possible;** and
- e) The catalog must include any additional Department content requirements.
- f) Contractor agrees that the Department controls which ACS appear in MFMP and that the Department may elect at any time to remove any Contractor's offering from MFMP.
- g) Contractor must be able to accept Purchase Orders via fax, e-mail, oXML, or EDI (NTAS-12).

*Aravo is a catalog repository tool used by MFMP. Contractors maintain their line item catalog offerings through this online tool. Contractor's catalog content is reviewed and approved by the Department in Aravo before being migrated into the MFMP eProcurement System. These services will be provided by MFMP at no additional cost to the Contractor.

**Details regarding the submission of image files and catalog content will be discussed during the enablement process; however, the following represents key information regarding the submission of product image files:

- a) Provide actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Contractor's catalog that will be hosted by the system. These images are displayed to the agencies directly in search results as well as in the product details window.
- b) Provide the actual image files in a "zip archive". Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- c) Provide only one image per product.
- d) Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Contractor's business marketing.
- e) Please note the MFMP prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
 - i. When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance MFMP.
 - ii. When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for MFMP.
- f) As products change, updated image files must be submitted to update the MFMP Catalog.

EXHIBIT "A"

In rare instances where an image is not available, the Department will work with the Contractor to determine the best solution for advertising the Contractor's offering.

Ordering Instructions Catalog

This catalog type is created by the Department. The focus is to direct the Eligible User with the proper method of purchasing the goods and/or services awarded based on direction from the Eligible User and previous experience with such commodities.

1. The Contractor agrees to meet the following requirements:
 - a. Provide appropriate contact information for Eligible Users to use for product and/or service inquiries and purchases, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
 - b. If orders are to be sent to resellers or distributors for fulfillment then the Contractor is responsible for providing this list of authorized resellers or distributors for use; and
 - c. The accuracy of this information must be maintained by Contractor throughout the duration of the ACS; and
2. Contractor agrees that the Department controls which ACS may appear in MFMP and that the Department may elect at any time to remove any Contractor's offering from MFMP.
3. Contractor must be able to accept Purchase Orders via fax, e-mail, cXML, or EDI INT AS 12.

13. Electronic Invoicing:

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP within ninety (90) days from contract effective date. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below:

- * **cXML (commercial extensible Markup Language)**
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. *The cXML format is the Ariba preferred method for invoicing.*
- * **EDI (Electronic Data Interchange)**
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.
- * **PO Flip via ASN**
The online process allows Contractors to submit invoices via the ASN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

EXHIBIT "A"

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the ACS.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing upon contract award.

13. Contract Quarterly Reports:

Each Contractor shall submit a Quarterly Report in the required format electronically to the Department Contract Manager within 30 days of the end of the quarter. The Department reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the Quarterly Report or other reports requested by the Department may result in the Contractor being found in default and may result in termination of the ACS.

Initiation and submission of the Report are the responsibility of the Contractor without prompting or notification by the Contract Manager.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Department may terminate the contract.

14. Business Review Meetings:

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

15. Commitment to Diversity in Government Contracting:

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 497-0915 or supplierdiversity@flda.com.

Upon request, the Contractor shall report to the Department spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

EXHIBIT "A"

16. Warrant of Authority:

Each person signing this ACS warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties have executed this ACS as of last date signed by the parties below:

State of Florida,
Department of Management Services:

Miliken Services, LLC

By: Kelly Loll

By: Robert C. Baird

Name: Kelly Loll

Name: Robert F. C. Baird

Title: CPO

Title: Vice President

Date: 2/1/13

Date: 1-25-2012

- Enclosure: Exhibit B - State of Florida Price List
- Exhibit C - PUR 1000 Form
- Exhibit A - NJPA Contract No. 022712 Floor Coverings with Related Supplies, Equipment and Services
- Exhibit D - Preferred Price Affidavit

EXHIBIT "A"

Exhibit D

Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN
Milliken Services, LLC (THE "CONTRACTOR")
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: 360-240-12-1-NJPA DATED 1/25/13 (THE "CONTRACT")

Pursuant to section 216.0133, Florida Statutes, The undersigned contractor hereby attests that the Contractor complies with the preferred Pricing Clause contained in section 4(b) PUR 1000, Exhibit C of the contract.

Print Contractor's Name: Milliken Services, LLC

By: *Robert C. Baird* Date: 1/25/13
Signature of the Authorized Representative

Print Representative's Name/Title:
Robert C. Baird, Vice-President

STATE OF South Carolina COUNTY OF Spartanburg

Sworn to (or affirmed) and subscribed before me this 25 day of January 2013,
by Robert C. Baird

Debbie K. Hurford
Notary Seal South Carolina
My Commission Exp 10/24/2021

Debbie K. Hurford
Signature of Notary
(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One]: Personally Known OR Produced the following I.D.

Vendor Name: _____ FEIN# _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City, State, and Zipcode: _____
Phone Number: () _____ E-mail: _____
CORPORATE SEAL (IF APPLICABLE)

EXHIBIT "A"

NJPA AWARDED CONTRACT



NJPA VENDOR CONTRACT SUMMARY - MILLIKEN AND CO.

DATE March 20, 2012	REP # 022712
AWARDED CONTRACT NUMBER 022712-MAC	NJPA REP-TITLE & CATEGORY Floor Coverings with Related Supplies, Equipment and Services
CONTRACT PERIOD March 20, 2012 through March 19, 2016	PRICING MODEL Line item pricing
DESCRIPTION Comprehensive floorcovering solution of products and services. Other options include Turkey and the ability to use local dealer and installer.	
VENDOR NAME AND ADDRESS Milliken and Co. 1300 Brownwood Ave. LaGrange, GA 30240	VENDOR CONTACT Randy Deelo 314-952-7608
NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.1 "Contract" as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder's Response, and fully executed "Acceptance and Award". • <u>Request for Proposal (RFP)</u> • <u>Bid Acceptance & Award</u> • Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager	RELATED CONTRACT DOCUMENTATION • <u>Affidavit of Advertisement</u> • <u>Bid Opening Witness Page</u> • <u>Bid Evaluation</u> • <u>Bid Comment & Review</u> • <u>Board Minutes</u>
DOCUMENTATION OF CONTRACT MAINTENANCE	ADDITIONAL INFORMATION:

NJPA INFORMATION

NJPA CONTACT Gordy Thompson	TITLE NJPA Contract Manager
PHONE 218-894-5489	EMAIL Gordy.thompson@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

National Joint Powers Alliance®

Contract Purchasing Department



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Contract Solutions ezIOC Join NJPA Legal Authority Procurement Process Contra

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Contact

Randy Deelo
Office: 314-952-7608
Randy.Deelo@Milliken.com
www.millikencarpet.com/government


NJPA Contract Manager: Gordy Thompson
Direct Phone: 218-894-6489
[Email](#)

Construction, Facility & Maintenance,
Floor Covering

Milliken & Company - #022712-I

Milliken Contract, a business unit of the International Milliken & Company, has a long-term and proven core engineering for delivering a high level of performance commercial carpet environments. Milliken Contract's products and service solutions including standard capabilities, entryway systems, and maintenance pro

- High performance products for all institutional space
- Lifetime Warranties on every physical attribute
- Shortest Lead Times in the industry
- Environmentally preferred products

 [Contract Summary - Milliken & Comp](#)

[Contract Documentation \(#022712-](#)

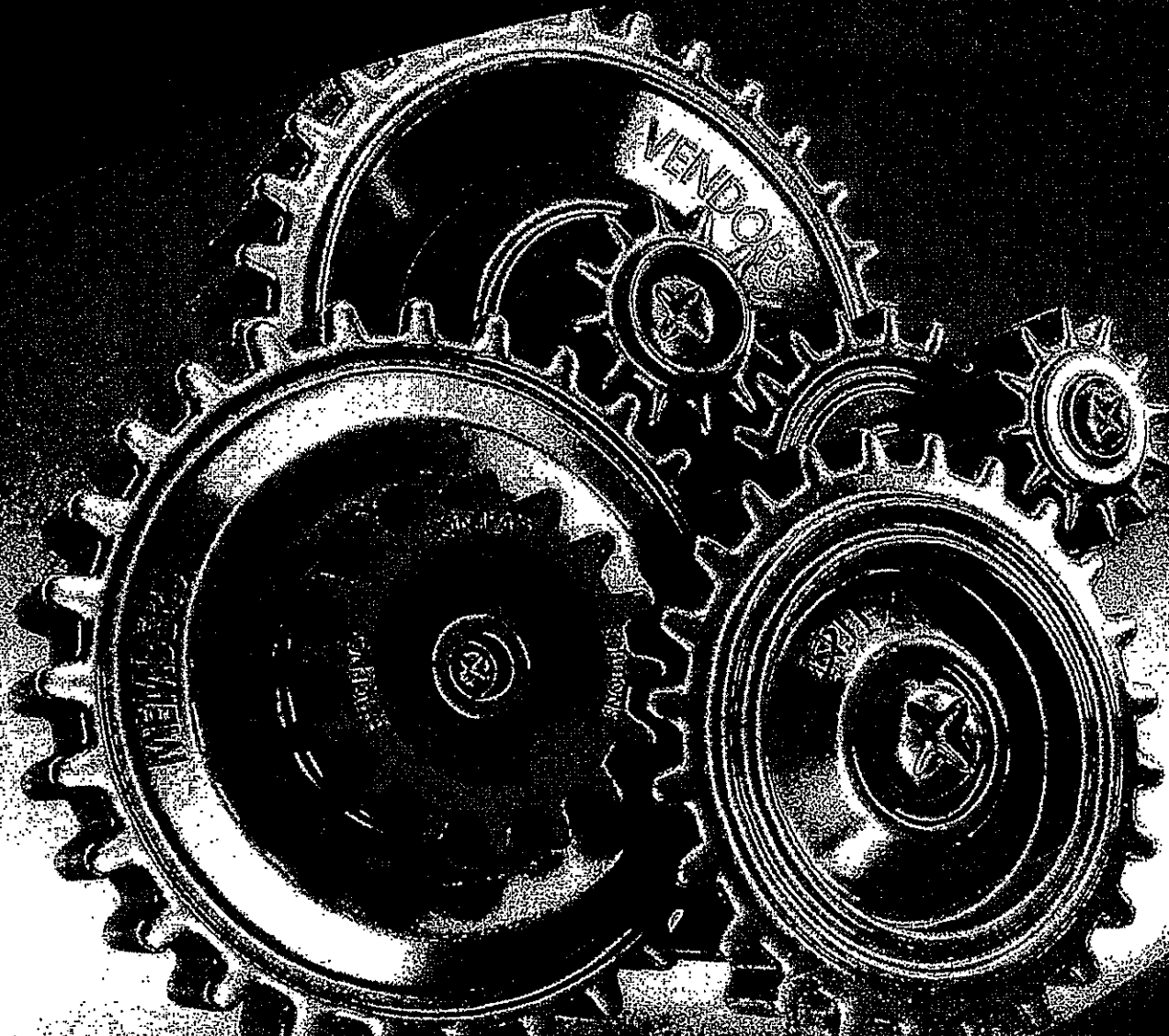
- [Request for Proposal \(RFP\)](#)
- [Bidders Response](#)
- [Bid Acceptance & Award](#)

[Documentation of Competitive Bidd](#)

NJPA
National Joint Powers Alliance®

ABOUT US

Contract Purchasing



Working cooperatively...

TOGETHER

CONTRACT PURCHASING



National Joint Powers Alliance*

REALIZE THE POWER AND VALUE OF CONTRACT PURCHASING



Chad Coquette
Executive Director/CEO
chad.coquette@njpacoop.org
218-894-5463

We invite your organization to take the opportunity to join our member agencies that have access to national contract volume pricing and value from nationally acclaimed vendors. NJPA contracts represent thousands of competitively bid equipment, products and related services. NJPA contracts save you and your agency considerable time and money while eliminating the need to duplicate required steps of the bidding and contracting process. It takes only minutes to complete a no-cost, no-obligation or liability membership. Get started today at www.NJPAcoop.org.

National Joint Powers Alliance® (NJPA) is established as a public agency serving our member agencies across the country as a municipal contracting agency. NJPA operates under the enabling authority of Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating government and education agencies to reduce the cost of purchased equipment and products by leveraging their combined national purchasing power through cooperative efforts.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" laws, which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies. In general, Joint Powers laws state: "What two units of government and/or education can individually do for themselves, one can do for another." This includes the ability of agencies to enter into cooperative agreements. As such, we are a public agency serving our members from government, K12, higher education, and all non-profit agencies throughout the United States and Canada.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law (M.S. 471.345 Subd. 1.5). The Joint Exercise of Powers laws (M.S. 471.59) allow our members to legally purchase through our contracts without duplicating their own competitive bidding process and requirements. The result of this cooperative effort is a high-quality selection of nationally leveraged, competitively-bid contract solutions to help meet the ever challenging needs of our current and future member agencies.

We look forward to being a part of serving your agency needs through our contract solutions.

NJPA is nationally endorsed by:



www.government-fleet.com

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NJPA'S COMMITMENT TO ITS VENDOR PARTNERS

As an NJPA awarded contract vendor, you can expect only the highest level of integrity, business practices and ethics. Our commitment to you will reflect our very best efforts to embrace and grow our relationship through common goals and respect.

Our partnership will demonstrate open and honest communication, and our actions will represent the foundation of who NJPA is as an organization and how our employees represent the mission of NJPA. We will focus on our contracting process and procedures to ensure the level of consistency necessary to exceed the overall contracting and procurement expectations of our members and vendors.

Your decision to respond to an NJPA national solicitation will be something you can be proud of. It will become a critical element in your company's success. Your NJPA contract will advance your commitment to effectively do business with government and education agencies nationwide through competitively bid and awarded contracts.

On behalf of the NJPA Board and our staff, we are committed to earning your trust and respect as a valued contract solution for our members.



Mike Hajek
Director of Contracts & Marketing
mike.hajek@njpacoop.org
218-894-5477

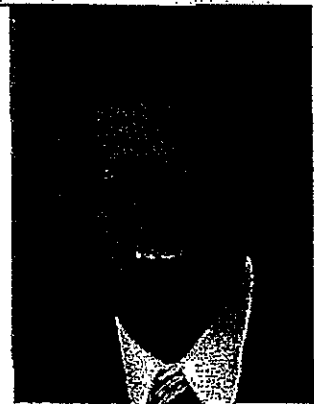
SERVICE IS OUR FOUNDATION

At NJPA, we are driven to provide efficient public service through our national contract purchasing program. The common needs of our members and our desire to effectively serve your agency will lead our commitment and overall efforts as we face the budget and purchasing challenges in the future together.

OUR COMMITMENT: NJPA is committed to serving you, our member, through a continuous effort to meet your present and future needs. Our goals include working to provide valued contract purchasing solutions. We will strive to meet your needs in a measurable, cost-effective manner. We will research the industry with regard to our members' common needs, and as a result deliver to you the opportunity to purchase through nationally leveraged contracts offering the very best products, equipment and services at the lowest possible contract price. We are only able to do this as we work together to develop business and member relationships, creating a unified purchasing alliance.

OUR PURPOSE: The general purpose of NJPA is to serve our membership by facilitating a national municipal purchasing alliance. Our goal is to provide our members with requested programs and services that are created, coordinated and delivered through a cooperative effort between NJPA and our members. **NJPA is a national organization that creates a business and service relationship alliance between buyers and suppliers.** Different levels of membership are offered to government, education and all non-profit agencies nationwide. Member agencies are responsible for interpreting their own purchasing laws and recognize NJPA as having satisfied their own competitive bidding requirements.

We look forward to working closely with you and your agency, listening to your needs and interests and responding by providing valued national contracted solutions.



Duff Erholtz
Membership Manager
duff.erholtz@njpacoop.org
218-894-5490

ENABLING LEGISLATION

JOINT POWERS AUTHORITY LAWS

NJPA members are generally authorized to use NJPA contracts through "Joint Exercise of Powers" Laws. These laws are a part of each state's laws but are worded slightly differently. In general, Joint Powers Laws state "What two units of government and/or education can individually do for themselves, one can do for another." Interpretation of these laws varies from individual to individual and from agency to agency and falls entirely on the responsibility of the member. NJPA therefore invites, evaluates and awards nationally leveraged, competitively bid and cooperatively shared procurement contracts for our current and potential membership nationwide.

SERVICE IS OUR STANDARD

As a unit of government, NJPA exists for the singular purpose of providing valued services to our member agencies. We engage our membership throughout our procurement process in an effort to stay in tune to their individual needs and interests. Members are encouraged to give us input and express their views on everything we do on their behalf. This includes which products and equipment to bid for, the process we use, how to evaluate, and finally, how our members judge the value of our contracts. We are driven to provide efficient public service through our national cooperative purchasing programs. Our common needs and the desire to serve your agencies will lead our efforts as we face the challenges of the procurement, business and industry communities both now and in the future.

MEMBERSHIP WITH NJPA

Membership in NJPA is at no cost, no obligation or liability to "Participating Members" and can be established in the following ways:

- Online at: www.njpacoop.org/join/application
- Through hard copy participation membership application: www.njpacoop.org/membershipagreement
- Through "Joint Exercise of Powers" or "Interlocal" agreement: www.njpacoop.org/jointexerciseofpowers

OUR FOUNDATION

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our "Service Cooperative" (SC) was created. Previously known as the North Central Service Cooperative (NCSC), we are now doing business as the National Joint Powers Alliance® (NJPA). Amendments to this legislation in 1995 expanded our potential participating membership to include any unit of government, education or non-profit agency.

- **M.S. 123A.21 Subd. 2** states the purpose of a service cooperative is to "assist in meeting specific needs of clients in participating governmental units which could be better provided by the service cooperative than by the members themselves"
- **M.S. 123A.21 Subd. 3: Membership and Participation**- Full membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59 and located within the designated five county area of Region Five in Minnesota. Participating members, in contrast, are non-voting members whom retain full right and title to cooperative purchasing contracts created by NJPA. The purpose of membership is to document the appropriate level of a "Joint Powers" relationship between NJPA and the participating member to qualify the use of NJPA cooperative purchasing contracts. Participating members have no cost, obligation or liability to the organizational liabilities of NJPA.
- **M.S. 123A.21 Subd. 7 (23)** identifies the specific directive for our service cooperative to provide "cooperative purchasing services" to our members.

- **M.S. 123A.21 Subd. 9 (d,e): Funding and benefit** "(d) the SC is a public corporation and agency and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the members."
Organization by definition and limitations "(e) The SC is a public corporation and agency and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity."

STATE OF MINNESOTA ENABLING LEGISLATION

The following summary is an explanation of the enabling legislation referenced by NJPA. The plain language of the statutes, from our perspective, allows NJPA very clear authority to serve current and future members through cooperative efforts.

NJPA ENABLING LEGISLATION

- **Minnesota Statute 471.345: Municipal Contracting Law**
NJPA claims organizational status as a "Municipal Agency" under the authority of this definition and reference of 123A.21 Subd. 9 (d-e) Subd. 15 which defines "Cooperative Purchasing" abilities.
- **M.S. 471.345 Subd. 1: Municipality Defined**
For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.
- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
Our national association, "National Joint Powers Alliance" (NJPA), takes its name from this statute. A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section, if the purchase is through a national municipal association's purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive bids or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Subd. 1 defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of their own governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or another state, another state, the University of Minnesota, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority.
- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself.

FAQs

FREQUENTLY ASKED QUESTIONS

Q. WHO IS NJPA?

A. NJPA is a public corporation or agency serving as a municipal contracting agency, operating under the legislative authority of Minnesota Statute 1.23A.21 (see specific statutory references on pages 4-5). All NJPA employees are public employees whom are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. One level of comfort for members is that NJPA employees have the same employment status as NJPA municipal members.

Q. WHAT IS NJPA'S PRIMARY PURPOSE?

A. Among other things, NJPA creates national cooperative contract purchasing opportunities and solutions on behalf of its members which include all government, education and non-profit agencies nationwide. These cooperative contract purchasing opportunities present both time and money savings for their users by consolidating numerous individually prepared solicitations to one cooperatively shared process and by the aggregation of demand from members nationwide.

Q. WHO IS ELIGIBLE FOR NJPA MEMBERSHIP?

A. Eligible members include any unit of government, education (private or public) or non-profit agencies nationwide.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of publicly-elected governing officials, including school board, city council members and county commissioners from Region Five in Minnesota.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no cost, no obligation or liability to join or participate in the NJPA contract purchasing program. There are no minimum contract purchasing requirements or commitments for members use of NJPA contracts.

Q. HOW IS NJPA FUNDED?

A. Vendors realize substantial efficiencies through their ability to respond to one NJPA solicitation and Request for Proposal (RFP) that will potentially earn thousands of sales opportunities. From these efficiencies, vendors pay an administrative fee to NJPA calculated as a percentage of sales processed through the competitively bid procurement contracts awarded and held by the vendor. This administrative fee is not an added cost to the member. This administrative fee covers the costs of contract marketing and facilitation and it offsets operating expenses incurred by NJPA. This fee may also be used for other purposes as allowed by Minnesota statute. NJPA does not receive state or federal aid or membership fees. With respect to cooperative contract purchasing, NJPA is a self-funded governmental unit. NJPA also shares these fees with certain other NJPA members, partner cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts. Administrative fees paid to NJPA are not an additional cost to NJPA members.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. A membership can be initiated by:

- Online membership application: www.njpacoop.org/join/application.
- Paper-based membership application: www.njpacoop.org/membershipagreement
- "Joint Exercise of Powers" or "Interlocal" agreement, see example at: www.njpacoop.org/jointexerciseofpowers

Participating members are non-voting members of NJPA that are able to enter into Joint Powers Agreements. Non-profit organizations, non-public schools and other similar entities may join NJPA through an associate membership. Full voting memberships are limited to units of government or education located within the five county region of Minnesota which NJPA was originally created to serve.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point, all current members are a part of our Board of Advisors. NJPA also has multiple member advisory committees that specialize in various membership verticals. These verticals include our general membership represented by procurement professionals from our government and education agencies and others, such as fleet departments, food service departments, park and recreation departments and public utility departments.

FREQUENTLY ASKED QUESTIONS

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under M.S. 1:23A.21, all non-profit agencies may also participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. Generally, joint powers and/or cooperative purchasing laws create the authority for members to work together with NJPA and accept NJPA procurement laws. These laws are a part of state law in every state; however, they are written slightly differently. Essentially, what these laws state is "What two units of government can individually do for themselves, one can do for the other." NJPA membership forms are designed to help establish an appropriate agreement to comply with the Joint Powers Laws of our qualifying agencies.

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

- A.
- The competitive bidding and contract process is completed and satisfied on behalf of your agency.
 - National aggregation of product and equipment demand and volume resulting in aggressive and competitive pricing.
 - Choice of equipment, products and services is offered under awarded contracts featuring the highest quality solutions from industry-leading and nationally acclaimed vendors; a broad range of exceptional selections; substantial time savings and multiple other related benefits for participating agencies.
 - Members enjoy a broad range of exceptional product and equipment selections complimented by substantial time savings and multiple other related benefits for participating agencies.
 - NJPA contract solutions offer choice with the ability to continue to perform your own competitive bidding process if you choose to do so.

NJPA strives to exceed our members' needs and expectations. Our contracting process mirrors our process in creating a pathway to a unified process that is, and can be, accepted by agencies across the country. NJPA increases our members' comfort by conducting complete financial audits annually by an independent auditor with the results submitted to the State of Minnesota as required by state law.

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

A. Yes, all NJPA membership and contracts are non-exclusive with no obligation to purchase and are contracts of choice by our members.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT ISSUING OUR OWN SOLICITATION?

A. Yes, in most states and local jurisdictions. All NJPA contracts have been competitively solicited nationally, reviewed, evaluated by committee and recommended to the NJPA Board of Directors for award in accordance with Minnesota public purchasing rules and regulations applicable to NJPA. Each solicitation is issued on behalf of NJPA and current and potential NJPA members nationwide. Each RFP advises all responders that NJPA most desires a vendor whom can sell and service participating members in all fifty states and, optionally, provinces and territories of Canada. All REP respondents understand that these contracts will be under consideration for use by government, education and non-profit member agencies throughout the United States.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

A. Most of our documentation is available on our website at www.njpacoop.org/solutions. By selecting a vendor from the list and scrolling to the bottom of the page you will see: 1) Contract Award Documentation, 2) Documentation of the Competitive Bidding Process, 3) Documentation of the RFP, and 4) Documentation of the Contract Maintenance. Please follow the instructions in each vendor file to access pricing for specific contracts. Procurement files are also available in hard copy at our office during normal NJPA business hours.

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

A. NJPA conducts a comprehensive 11-step process (described in full on pages 9-10) that includes: 1) Researching member needs, 2) Researching the solutions available in the market place, 3) Requesting permission from the NJPA Board to issue a solicitation, 4) Drafting and advertising an RFP, 5) Receiving proposers' responses, 6) Evaluating proposers' responses, 7) Making recommendations to the NJPA Board, 8) Awarding vendor(s), 9) Posting approved contract documents, 10) Developing and implementing a joint marketing plan with awarded vendors, and 11) Reviewing and maintaining our contract throughout its term.

FAQs

FREQUENTLY ASKED QUESTIONS

Q. HOW DOES THE PURCHASE PROCESS FLOW?

A. NJPA contracts establish a business to government style transaction flow. Members are encouraged to begin with their local dealer/representative of our contract holder as they are the experts in helping members determine their specific needs and thereby defining the products and services needed. Members communicate with the vendors through contract proposals that include pricing. Members may contact NJPA to verify the awarded contract pricing and confirm contract terms and conditions.

To execute a purchase, a member should issue a purchase order according to their normal organizational parameters. In addition, the member should identify on the face of that purchase order "This purchase order is issued pursuant to NJPA Contract #XXXXXAAA" which will notify the local dealer/representative of your desire to use the NJPA contract that includes its terms and conditions and pricing.

Q. CAN MY AGENCY ADD ADDITIONAL TERMS AND CONDITIONS?

A. Members have the ability to propose new or additional terms and conditions during the customer purchase order phase. By reviewing your procurement documentation and local requirements you may find that there are specific requirements by your agency that are not included in the NJPA terms and conditions. The terms and conditions of the NJPA contract cannot be changed, but custom or additional terms and conditions are acceptable between the customer and vendor at the purchase order level.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

A. NJPA cooperative procurement contracts do not guarantee sales. Each vendor must earn each individual sale they propose. Excellent products/equipment and customer service yields excellent customer satisfaction and assurance. As a result, NJPA cooperative procurement contracts are based on the quality and performance of the equipment/products and support of the on-going customer services. Our members issue their most important and final vote with their purchase orders.

Q. DESCRIBE WHO NJPA CONTRACT AWARDS TO.

A. NJPA prefers to award contracts at the manufacturer level when possible. Contract awards to manufacturers are made on behalf of that manufacturer's dealer group through the established relationship between manufacturer and dealer group. Likewise, contract awards made to a reseller are made on behalf of the reseller's manufacturers, again through the established relationship between the reseller and their manufacturers. In many cases, some products or equipment are only available through resellers. Whichever is the case, NJPA members have a single source of responsibility in the awarded contractor and that awarded contractor takes responsibility for all third party sub-contractors used in the acquiring and delivering of products and services to be delivered. As a result of the reputation NJPA has earned, NJPA is able to award contracts to quality vendors that members can trust.

Q. HOW DO MY REGULAR SUPPLIERS BECOME AUTHORIZED SUPPLIERS FOR NJPA?

A. Ask the supplier to watch for bids being posted. NJPA bids are posted in the Star Tribune (www.startribune.com); in the Daily Journal of Commerce within the State of Oregon (www.djcoregon.com); on the NJPA website (www.njpacoop.org); the NoticeToBidders.com website (www.notice tobidders.com); distributed to other third party procurement websites such as BidSync (www.bidsync.com), Orvia (www.orvia.com), and The Public Group (www.publicpurchase.com); and distributed to the procurement offices at the state level in each state for re-publication in their jurisdictions at their option. Suppliers respond to NJPA RFPs in a sufficient manner to be awarded a contract according to the terms and conditions contained therein.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

A. Visit our website at www.njpacoop.org or contact any of our vendors listed in our Contract Directory. You may also contact us directly at 888-894-1930.

Q. HOW CAN WE BECOME A NJPA VENDOR?

A. All current NJPA vendors became awarded vendors by responding to a NJPA nationally advertised solicitation in their respective categories. To learn more visit our website at www.njpacoop.org/njpavendor.

OUR 11-STEP PROCUREMENT PROCESS

It is the desire of NJPA to meet our members' procurement requirements, but it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively bid procurement and contract process that is not only valued by members but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed vendors.

1) RESEARCHING MEMBER NEEDS

NJPA pursues member participation and conducts research through our member advisory committees represented by various verticals. This is also carried out at numerous national trade shows; we take the opportunity to not only display our current offerings, but also listen to our members' needs in an effort to refine our current and future product and service offerings.

2) RESEARCHING THE SOLUTIONS AVAILABLE IN THE MARKET PLACE

Constant research helps us develop the best approach for each offering. Some industries lend themselves to a manufacturer's response because that manufacturer provides a complete industry solution through their authorized dealers. Other industries lend themselves to a distributor response because they are able to provide the most complete industry solutions through the large number of manufacturers they represent.

3) REQUESTING PERMISSION FROM THE NJPA BOARD OF DIRECTORS

After establishing the existence of both a viable need and a viable NJPA style solution to that need, permission from the NJPA Board of Directors is sought and must be granted to officially begin the development of the solicitation and overall procurement process.

4) DRAFTING AND ADVERTISING A RFP

Our solicitation document is our cornerstone of cooperative contract purchasing. The consistency of that solicitation document and its response forms and evaluation criteria are some of our greatest assets. NJPA advertises each RFP:

- for at least two consecutive weeks in the Star Tribune (www.startribune.com);
- at least once in the Daily Journal of Commerce within the State of Oregon (www.djcoregon.com);
- on the NJPA website (www.njpacoop.org);
- on NoticeToBidders.com (www.notice2obidders.com) and other appropriate e-commerce sites such as BidSync (www.bidsync.com), Onvia (www.onvia.com), and The Public Group (www.publicpurchase.com); and
- by notifying state level procurement departments in each state for possible re-posting of the solicitation within their systems and at their option.

5) RECEIVING BIDDERS' RESPONSES

Proposers are typically given 3-6 weeks from the start of the RFP advertisement to respond to the RFP. A Pre-Proposal Conference is conducted and answers to any questions are provided to all Proposers who requested the RFP. NJPA uses an atomic clock to electronically time and date-stamp all Proposals immediately upon receipt. Proposals are later opened and read aloud at the time, date, and place specified in the RFP.

6) EVALUATING BIDDERS' RESPONSES

Evaluation begins at the bid opening by determining the "responsiveness" of each bid. "Level One Responsiveness" includes: • Timely submission • Original signatures on appropriate documents • Properly organized • Verification of bidder's liability insurance • Electronic as well as physical copies as required. "Level Two Responsiveness" is the evaluation of the response according to the evaluation criteria provided in the RFP and documented on the "Overall Evaluation and Criteria" (Form G) by the Proposal Evaluation Committee. Our typical RFP invites the widest possible variety of products and services within the scope of a bid. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA members. We also specifically invite bidders to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our members.

PROCUREMENT PROCESS

Evaluating bidders' responses, continued:

The perceived procurement value of a proposal to NJPA and its members, in the opinion of NJPA, includes but is not limited to:

- Conforming to RFP's intent, scope and specifications
- Competitive pricing strategies
- Ability to sell and service NJPA members nationally
- Financial strength, experience and success in the industry/marketplace
- References from past customers and prior experience with NJPA
- A clear, concise, aggressive and effective marketing plan
- Value added related products, services and technological advances
- Financing options and detailed payment terms
- Warranty, product and service responsibility
- Identifying the depth, breadth and quality of products and service offerings

Additional consideration is given to proposer's who demonstrate "Green" and Disadvantaged Business Enterprise and the ability to sell and service Canada and other international provinces. The final evaluation is conducted using the evaluation form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded vendor determination.

7) MAKING RECOMMENDATIONS TO THE NJPA BOARD

The recommendations of the Proposal Review Committee are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

8) AWARDING VENDOR(S)

Upon approval by the NJPA Board, the recommended vendor is awarded a four-year contract term with a fifth year option, and is subject to annual renewals. The Bids and Contracts Officer sends Notice of Award to the vendor. The Contract Manager and/or the Director of Contracts and Marketing welcome the new vendor to NJPA. A Notice of Non-Award is sent to all Proposers not awarded a contract.

9) POSTING APPROVED CONTRACT DOCUMENTS

A complete procurement file is organized and posted on our website for review by our members, it includes: the solicitation, contract, competitive bidding and evaluation process, and contract maintenance documents.

10) DEVELOPING AND IMPLEMENTING A JOINT MARKETING PLAN WITH AWARDED VENDORS

NJPA works with both the vendor and member to educate people about the benefits and uses of an awarded contract. We work with the awarded vendor(s) to educate and energize their sales and service teams.

We advertise our awarded contracts in selected national publications, produce a full-color, hard copy "Contract Directory" and maintain a website offering of the contract opportunities. NJPA exhibits with vendor partners in numerous national and regional trade shows and provides breakout meetings presenting information at those trade shows on contract purchasing and cooperative opportunities available through NJPA.

11) REVIEWING AND MAINTAINING OUR CONTRACT THROUGHOUT ITS TERM

Contracts are reviewed annually for their effectiveness. NJPA contracts are written with four-year terms with a fifth year option, and subject to annual renewals based on those reviews. As a result, NJPA provides a simple, structured, well-documented procurement contract in an effort to create a seamless process for all of its member procurement needs. It is important to stress that NJPA does not eliminate member responsibility for following the bid process, but rather, provides a nationally pre-compiled option so as not to duplicate the formal bid process.

Your Next Step to Get Started Join NJPA at no cost, obligation or liability to your organization. Invite others agencies to do the same. Copy this form, or join online: www.njpacoop.org/join.

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



This Agreement, made and entered into this _____ day of _____, 20____, by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and _____ hereinafter referred to as the "Applicant";

Witnesseth:

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States, including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,

the parties hereto have executed this Agreement the day and year written above.

National Joint Powers Alliance®
202 12th Street NE, P.O. Box 219
Staples, MN 56479

Member Name: _____

By _____
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its _____
TITLE

TITLE

DATE _____

DATE _____

Please indicate an address to which your membership materials may be delivered. Thank you.

ADDRESS _____

PHONE _____

EMAIL ADDRESS _____

ORGANIZATION TYPE _____

For membership questions contact:
Duff Erholtz
Phone: 218-894-5490
Fax: 218-894-3045
Email: duff.erholtz@njpacocoop.org

EXHIBIT "A"



Chad Coquette
Executive Director/CEO
chad.coquette@njpacoop.org
218-894-5463



David Duhn
Lead Contract Manager
david.duhn@njpacoop.org
218-894-5469



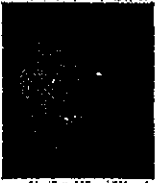
Duff Erholtz
Membership Manager
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218-894-5490



Gordy Thompson
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218-894-5489



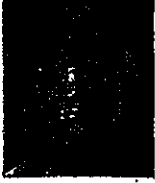
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218-895-4118



Matt Peterson
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Maureen Knight
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Mike Hajek
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Paul Anderson
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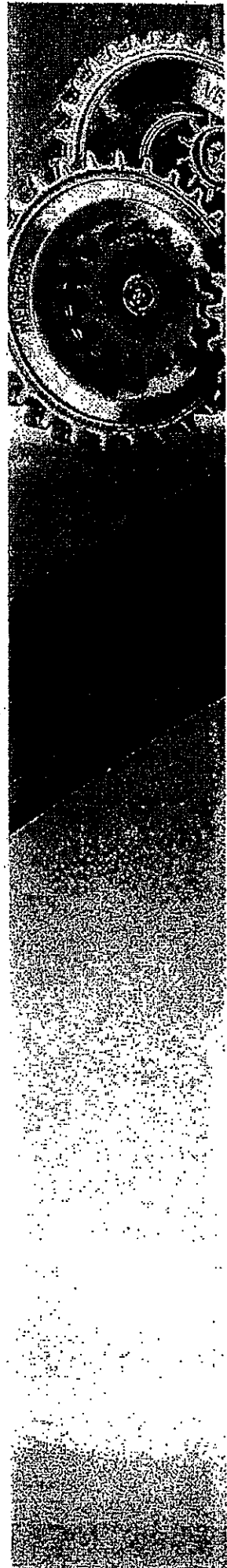
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Tony Glenz
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218-894-5491



Thomas L. Morgan
Membership Communications Specialist
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218-895-4119



www.njpacoop.org

NJPA
National Joint Powers Alliance®

202 12th Street NE • P.O. Box 219 • Staples, MN 56479 • 888 894 1938

EXHIBIT "A"

Milliken & Company
920 Milliken Road
M620
Spartanburg, South Carolina 29303
www.millikencontract.com

December 14, 2012

Travis Owen
Cubix, Inc.
6450 Kingspointe Parkways, Suite 10
Orlando, FL 32819

RE: Authorized Vendor Verification

Dear Travis,

This is to verify that Cubix, Inc. in Orlando, FL is a certified Milliken Carpet dealer in good standing and authorized to utilize the NJPA contract for Milliken Carpet products and services purchased by NJPA members in the State of Florida.

Sincerely,

Randall J. Deelo
National Accounts Manager

Milliken



May 21, 2014

City of Jacksonville
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208

Dear Caryn Bellavia,

Cubix Inc. is a certified Milliken Carpet dealer in good standing and authorized to utilize the NJPA contract for Milliken Carpet products and Millicare services purchased by NJPA members in the State of Florida. We will follow NJPA guidelines and pricing.

Sincerely,

A handwritten signature in black ink that reads "Jo Rogers". The signature is written in a cursive style with a horizontal line above the name.

Jo Rogers
Market Manager, Jacksonville

Cubix Inc
9454 Phillips Hwy, Suite 3
Jacksonville, FL 32256
904-524-0519 Cell
904-296-9355 Office
904-296-9360 Fax

Flores, Luis

From: Willis, Ann on behalf of RiskReview
Sent: Wednesday, June 11, 2014 10:02 AM
To: Bellavia, Caryn; RiskReview
Cc: Flores, Luis
Subject: RE: Piggy Back Review Request for NJPA - COI Review

Ceci asked me to let you know that the COI you submitted for the above contract is acceptable. Please note that the coverages expire on 9/1/14. If the work being done will go beyond 8/31/14 we will need to receive the renewal certificate for review prior to that date.

If our office can be of further assistance please do not hesitate to let us know.

Thank you,

Ann Willis

Property and Casualty Customer Service Representative City of Jacksonville
Risk Management Division
Department of Finance
City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, FL 32202
(904) 630-7891 (o)
(904) 630-2100 (f)

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From: Bellavia, Caryn
Sent: Wednesday, June 04, 2014 3:51 PM
To: RiskReview
Subject: Piggy Back Review Request for NJPA

<< File: CBX CB.PDF >>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2014

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).

PRODUCER: Florida Insurance Center Inc 414 N Alexander St Plant City, FL 33563-4306 Florida Insurance Center, Inc.	CONTACT NAME: Melissa Mallozzi PHONE (A/C No. Ex): 813-854-3561 E-MAIL ADDRESS: melissa@floridainsurancecenter.com	FAX (A/C No.): 813-764-8402
	INSURER(S) AFFORDING COVERAGE	
INSURED Cubix Inc 6450 Kingspointe Parkway, St 10 Orlando, FL 32819	INSURER A: Westfield Insurance Company	NAIC # 24112
	INSURER B: FCCI Insurance Co	10178
	INSURER C: Hartford Fire Insurance Co	19682
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE: <input checked="" type="checkbox"/> OCCUR		CMM4918989	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPROP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CMM4918989	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB RETENTIONS: 0		CMM4918989	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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/A	001WC13A58899	09/01/2013	09/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Install Floater		CMM4918989	09/01/2013	09/01/2014	Limit 100,000
C	Crime		00TP0278354-14	04/01/2014	04/01/2015	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Jacksonville Public Buildings Public Buildings Division 556 West 44th Street Jacksonville, FL 32208	CANCELLATION 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 <i>Melissa Mallozzi</i>
--	---

NJPA MillCare Price List

Milliken

Confidential Information

Updated: 12/8/2012

"NOT TO EXCEED PRICING"

Facility Type	Facility Size (ft ²)	Range of Frequency	Western Region A	Central Region B	Northeast Southeast Canada Region C
Office					
	<2,500	2.5 - 3.0	\$400.00	\$400.00	\$400.00
	2,501 - 5,000	2.5 - 3.0	\$0.15	\$0.14	\$0.15
	5,001 - 10,000	2.5 - 3.0	\$0.13	\$0.12	\$0.13
	10,001 - 100,000	2.5 - 3.0	\$0.11	\$0.10	\$0.11
	>100,000	2.5 - 3.0	\$0.09	\$0.18	\$0.09
Theatres and Food Services (auditoriums, canteens, etc.)					
	<2,500	4.0 - 6.0	\$400.00	\$400.00	\$400.00
	2,501 - 5,000	4.0 - 6.0	\$0.18	\$0.15	\$0.16
	5,001 - 10,000	4.0 - 6.0	\$0.14	\$0.13	\$0.14
	10,001 - 100,000	4.0 - 6.0	\$0.12	\$0.11	\$0.12
	>100,000	4.0 - 6.0	\$0.10	\$0.09	\$0.10
Restorative:					
In-House Janitorial Training	TBD		\$0.00	\$0.00	\$0.00
Emergency/Call-Out Charge			\$250.00	\$225.00	\$250.00
Transport:					
	>40 mi.		Charges are at local hourly charges per person at rates show below.		
Hourly Charges/Person			\$65.00	\$65.00	\$65.00
Panel and Upholstery Cleaning:					
	Pricing available upon request				
*In a "not to exceed" scenario, the MillCare provider is not permitted to quote higher pricing than what is stated on this page.					
**Variance from the recommended frequency level could result in higher pricing.					
<p>NOTES: Prices per ft² and frequencies help estimate a budget for an effective long-term maintenance program. Program costs are then compared to client budgets to finalize a program that will meet customer requirements. If new carpet area to be cleaned in a facility is less than 2,500 ft², then the minimum visit charge applies.</p>					

WEBSITES:

Millicare

www.millicare.com

Milliken Contract

www.millikencontract.com

For more information call:

(704) 516-2772



Exhibit B
Invoice Schedule

NJPA Member Price List (Contract # 022712-MAC)

Milliken

Milliken MQ#08-02814 (Updated 5/24/2014)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Modular Carpet Products							
Any Which Way		50cm	\$ 40.52	New Vistas		1meter	\$ 21.53
Art Media Collection		1meter	\$ 37.95	Nexus		50cm	\$ 32.87
Altitudes Collection		36"x36"	\$ 30.69	Nordic Stories		50 cm	\$ 24.76
The BASICS		50cm	\$ 22.79	Office		50 cm	\$ 31.43
The Basics San		50 cm	\$ 22.79	Out of the Shadows		50 cm	\$ 25.93
BioView		1meter	\$ 28.17	Oxygen		36"x36"	\$ 32.33
Centro Collection		1meter	\$ 22.31	Paste Up - Loop		50 cm	\$ 28.98
CEO Tile		50cm	\$ 57.36	Paste Up - Tip Shear	Yes	50 cm	\$ 34.71
CEO Tile Trimline		50cm	\$ 44.53	Pen & Ink		50cm	\$ 47.49
Coir Collection		36"x36"	\$ 30.57	Persian Dynasty		50cm-1mtr	\$ 29.35
Coir 2 Collection		36"x36"	\$ 27.44	Plan A		50cm-1mtr	\$ 29.51
Colorwash-Matter-Arbitrary		1meter	\$ 35.70	Plank Tile		50cm	\$ 41.13
Colorwash-Matter-Methodical		1meter	\$ 37.21	Precision Loc		50cm	\$ 41.24
Colorweave Collection		36"x36"	\$ 30.57	Remix 2		1meter	\$ 30.63
Consequence 2		50cm-1mtr	\$ 33.42	Remix 2 Trimline		1meter	\$ 22.14
Craft		50 cm	\$ 39.77	Round & Round		50cm	\$ 40.52
Design Rhythms Zirconia		36" x 36"	\$ 28.17	Sante & Sense Collections		1meter	\$ 32.69
Fixate Loop Pile		50cm	\$ 23.53	Scattergraph		50cm	\$ 21.79
Fixate Velvet Pile		50cm	\$ 29.12	Segue		1meter	\$ 31.17
Farmwork		50cm	\$ 23.95	Sendal		50cm	\$ 39.79
Fretwork		1meter	\$ 36.91	Serrano		50cm	\$ 39.79
Ghost Artist Collection	Yes	50 cm	\$ 27.09	Sideways		50cm	\$ 40.52
Grand Plaza 40oz(500yd.min.order)		36"x36"	\$ 52.24	Simply That Collection		1meter	\$ 29.10
Grand Plaza 36oz(500yd.min.order)		36"x36"	\$ 47.64	Simply This Collection		36"x36"	\$ 29.10
Heritage Collection		50cm	\$ 45.74	Sisal Duet & Sisal Style Collections		36"x36"	\$ 28.00
Image Series I - IV (20 oz.)		36"x36"	\$ 31.79	Sound and Fury		50 cm	\$ 24.47
Image Series I - IV (24 oz.)		36"x36"	\$ 35.16	Southern Analog	Yes	50 cm	\$ 24.81
In Color		50 cm	\$ 37.65	Stimulus - Draft & Excel		1meter	\$ 25.44
Inis Mor		50 cm	\$ 27.79	Stoney Brook		50cm-1mtr	\$ 21.94
Intervals Collection		50cm-1mtr	\$ 32.44	Straight Talk 2 Collection		50cm-1mtr	\$ 24.47
ISOS		50CM	\$ 57.14	Straight		50cm	\$ 39.79
Landmark		50cm	\$ 21.67	Straight & Narrow		50cm	\$ 39.47
Lindstrom		50cm	\$ 42.33	Suitable Woven Thread		50cm-1mtr	\$ 33.49
Linen (Custom Capable)		50cm, 1m	\$ 30.81	Suitable 2.0		50 cm	\$ 27.72
Linen 2 (No Customs Available)		50cm	\$ 25.86	Talkative Rain Collection		50cm-1mtr	\$ 21.94
Marco Polo		50cm-1mtr	\$ 36.35	Theory 2		1meter	\$ 31.09
Metro Tile		50cm	\$ 32.87	Up & Up		50cm	\$ 40.52
Midnight Sparkle Collection		36"x36"	\$ 33.91	Walk the Line		50 cm	\$ 28.07
Mix It Up		50cm-1mtr	\$ 22.07	Way		1meter	\$ 25.36
Monuments & Shrines		50 cm	\$ 25.49	Windows		50 cm	\$ 32.91
Narrow		50cm	\$ 39.79	Windowscape		50 cm	\$ 32.91
Resilient Carpet							
Agave		13'6"BL	\$ 33.45	Metro		13'6"BL	\$ 23.78
Agave Trimline		13'6"BL	\$ 27.01	Narrow		13'6"BL	\$ 29.33
Any Which Way		13'6"BL	\$ 29.33	Nexus		13'6"BL	\$ 23.78
Artem		13'6"BL	\$ 42.80	Palisades Crescendo		13'6"BL	\$ 46.83
Artem Trim Line			\$ 37.24	Palisades Palisades		13'6"BL	\$ 40.87
Cadence		13'6"BL	\$ 32.87	Palisades TLC		13'6"BL	\$ 34.18
CEO		13'6"BL	\$ 47.31	Pen & Ink		13'6"BL	\$ 32.64
CEO Trimline		13'6"BL	\$ 34.18	Plank		13'6"BL	\$ 29.33
Craft		13'6"BL	\$ 27.86	Precision Loc		13'6"BL	\$ 34.07
Heritage		13'6"BL	\$ 34.76	Raw Silk		13'6"BL	\$ 40.99
Illuminate-Candescent		13'6"BL	\$ 42.46	Raw Silk Trimline		13'6"BL	\$ 31.62
Illuminate-Lucent		13'6"BL	\$ 35.63	Round & Round		13'6"BL	\$ 29.33
Isobar		13'6"BL	\$ 34.36	Royal - Actionbac		13'6"BL	\$ 30.51
Landscape		13'6"BL	\$ 39.47	Royal - (PerformaBac2**& Colorseal)		13'6"BL	\$ 37.62
Landscape Trimline		13'6"BL	\$ 31.61	Sendal		13'6"BL	\$ 29.09
Lindstrom		13'6"BL	\$ 31.86	Serrano		13'6"BL	\$ 30.44
Litterae		13'6"BL	\$ 42.80	Sideways		13'6"BL	\$ 29.33
Litterae Trimline		13'6"BL	\$ 37.24	Straight		13'6"BL	\$ 29.33
Majesty - Sr. Living (Actionbac)		13'6"BL	\$ 27.51	Straight & Narrow		13'6"BL	\$ 27.75
Majesty - Sr. Living(PerformaBac2)**		13'6"BL	\$ 34.52	Up & Up		13'6"BL	\$ 29.33

** 250 sq yd minimum

NJPA Member Price List (Contract # 022712-MAC)

Milliken

Milliken MQ#08-02814 (Updated 5/24/2014)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Adhesives, Backing/Treatments, and Options				Entryway Products			
TractionBack - Non Adhesive Backing			\$1.29	First Appearance Cleansweep		50 cm	\$ 57.09
Color Seal Application			\$ 1.30	Atrium Plus (sold in rolls only) Each roll is 2m x 25m or 54 66yds			\$ 35.19
ESP Backing (Comfort Plus only and 1,000 yard minimum)			\$1.49	OBEX			
SPF 40 Application			\$1.20	Pricing below per box			
Modular Adhesive - 4 gal pail 140 sq. yd. spread rate per pail avg			\$ 129.71	Prior 11 C tm			\$ 293.17
Modular Adhesive (pallet Qty.)			\$ 123.33	Prior 16 tm			\$ 341.01
Broadloom Adhesive - 4 gal pail 30 sq. yd. spread rate per pail avg.			\$ 76.29	Prior 16 C tm			397.98
Broadloom Adhesive (pallet Qty.)			\$ 72.76	Forma 11 C tm			617.34
				Forma 16 tm			\$ 688.08
				Forma 16 C tm			\$ 755.13
				Prior 40 cm Edging			\$ 229.47
				Forma 40 cm Edging			\$ 229.47
Installation Prices (NOT TO EXCEED COSTS)				Installation Prices (NOT TO EXCEED COSTS)			
Actual installation costs will require site review and estimate				Labor: install carpet (renovation) Sq. Yd.			
Cove base: furnish and install (LNF)			\$ 2.75	Labor: install carpet (new construction) Sq. Yd.			
material only (LNF)			\$ 1.65	Labor: remove existing carpet (Sq. Yd.)			
Transition strips: Metal (furnish & install) LNF			\$ 4.00	Labor: move furniture (light moving) Sq. Yd.			
Transition strips: Vinyl (furnish & install) LNF			\$ 4.00	Labor: move furniture (medium moving) Sq. Yd.			
Stair nosing (furnish and install) LNF			\$ 5.00	Labor: move furniture (heavy moving) Sq. Yd.			
Floor Prep			\$ 1.00	Includes install			
VCT strip & wax (Sq. Ft.)			\$ 1.00	Labor nights & weekends upcharge			
Install standard VCT			\$ 2.75	Carpet disposal			
Ceramic or Tile Scrub & Buff (Sq. Ft.)			\$ 0.25	Moisture Abatement			
Install standard Ceramic tile (Sq. Ft.)			\$ 12.00	quote per project			
Carpet cove base w molding 4"			\$ 4.00	Project Management Fee on Turnkey projects			
Carpet cove base w molding 6"			\$ 5.00	up to 20% of contract value			

All Prices include freight (FOB Destination, continental U.S.) Orders should be entered as Inclusive of Freight. Terms: net 30 days

WEBSITES:

Product Gallery and Samples

www.milliken.com/samplestudio.com

Milliken Contract

www.milliken.com

Contact Us:

(877) 880-5593



NJPA Member Price List (Contract # 022712-MAC)

Milliken

Milliken MQ#08-02814 (Updated 3/24/2014)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
Product Name	Product Size	Nominal Size	Member Cost per Mat Standard Backing	Product Name	Product Size	Nominal Size	Member Cost per Mat Standard Backing
MAT PRODUCTS DO NOT INCLUDE FREIGHT				MAT PRODUCTS DO NOT INCLUDE FREIGHT			
MAT PRODUCTS DO NOT INCLUDE FREIGHT				MAT PRODUCTS DO NOT INCLUDE FREIGHT			
Existing Products				Existing Products			
Forever Mat	3' x 4'	33.75" x 45.8"	\$ 52.06	Logo Mat Qty (20+)	3' x 4'	33.75" x 45.8"	\$ 58.02
Forever Mat	3' x 5'	33.75" x 57.6"	\$ 65.07	Logo Mat Qty (20+)	3' x 5'	33.75" x 57.6"	\$ 72.52
Forever Mat	4' x 6'	44.75" x 68.5"	\$ 104.10	Logo Mat Qty (20+)	4' x 6'	44.75" x 68.5"	\$ 116.05
Forever Mat	3' x 10'	33.75" x 118.0"	\$ 130.14	Logo Mat Qty (20+)	3' x 10'	33.75" x 118.0"	\$ 145.07
Customize sizes available				Customize sizes available			
MilliTron Dyed Mat	3' x 4'	33.75" x 45.8"	\$ 64.31	Terra Mat	3' x 5'	33.75" x 57.6"	\$ 60.55
MilliTron Dyed Mat	3' x 5'	33.75" x 57.6"	\$ 80.41	Terra Mat	4' x 6'	44.75" x 68.5"	\$ 97.96
MilliTron Dyed Mat	4' x 6'	44.75" x 68.5"	\$ 128.64	Terra Mat	3' x 10'	33.75" x 118.0"	\$ 121.11
MilliTron Dyed Mat	3' x 10'	33.75" x 118.0"	\$ 160.81	Customize sizes available			
Customize sizes available				Customize sizes available			
Logo Mat Qty (1)	3' x 4'	33.75" x 45.8"	\$ 109.97	Rubber Scraper Mat	3' x 5'	34" x 56"	\$ 48.78
Logo Mat Qty (1)	3' x 5'	33.75" x 57.6"	\$ 137.48	Rubber Scraper Mat	4' x 6'	48" x 72"	\$ 88.61
Logo Mat Qty (1)	4' x 6'	44.75" x 68.5"	\$ 219.97	Rubber Scraper Mat	3' x 10'	34" x 119"	\$ 124.54
Logo Mat Qty (1)	3' x 10'	33.75" x 118.0"	\$ 274.95	Customize sizes available			
Customize sizes available				Customize sizes available			
Logo Mat Qty (2 - 9)	3' x 4'	33.75" x 45.8"	\$ 76.59	Comfort AntiFatigue Mat	3' x 5'	85 cm x 150 cm	\$ 75.09
Logo Mat Qty (2 - 9)	3' x 5'	33.75" x 57.6"	\$ 95.74	Comfort AntiFatigue Mat	4' x 6'	115 cm x 180 cm	\$ 120.12
Logo Mat Qty (2 - 9)	4' x 6'	44.75" x 68.5"	\$ 153.20	Comfort AntiFatigue Mat	3' x 10'	85 cm x 300 cm	\$ 46.36
Logo Mat Qty (2 - 9)	3' x 10'	33.75" x 118.0"	\$ 191.48	Customize sizes available			
Customize sizes available				Customize sizes available			
Logo Mat Qty (10 - 20)	3' x 4'	33.75" x 45.8"	\$ 60.87	Comfort Plus AntiFatigue Mat	3' x 5'	91.4 cm x 152.4 cm	\$ 111.62
Logo Mat Qty (10 - 20)	3' x 5'	33.75" x 57.6"	\$ 76.10	Comfort Plus AntiFatigue Mat	4' x 6'	121.9 cm x 182.9 cm	\$ 178.59
Logo Mat Qty (10 - 20)	4' x 6'	44.75" x 68.5"	\$ 121.77	Comfort Plus AntiFatigue Mat	3' x 10'	91.4 cm x 304.8 cm	\$ 227.72
Logo Mat Qty (10 - 20)	3' x 10'	33.75" x 118.0"	\$ 152.20	Customize sizes available			
Customize sizes available				Customize sizes available			
To Order Electronic Brochures call: Lynn Todd 706-880-3707							
To Order call: 800-342-5327 ext. 1 (Milliken Mats Customer Care)							

WEBSITES:

Product Gallery and Samples

www.milliken carpetsamplestudio.com

Milliken Contract

www.milliken carpet.com

Contact Us:

(877) 880-5593



EXHIBIT "B"

NJPA Member Price List (Contract # 022712-MAC)

Milliken

Milliken MQ#08-02814 (Updated 5/24/2014)

Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included	Product Name	Quick Ship	Product Size	Member Cost per Sq.yd. Freight Included
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NJPA MilliCare Price List (Contract # 022712-MAC)

Milliken

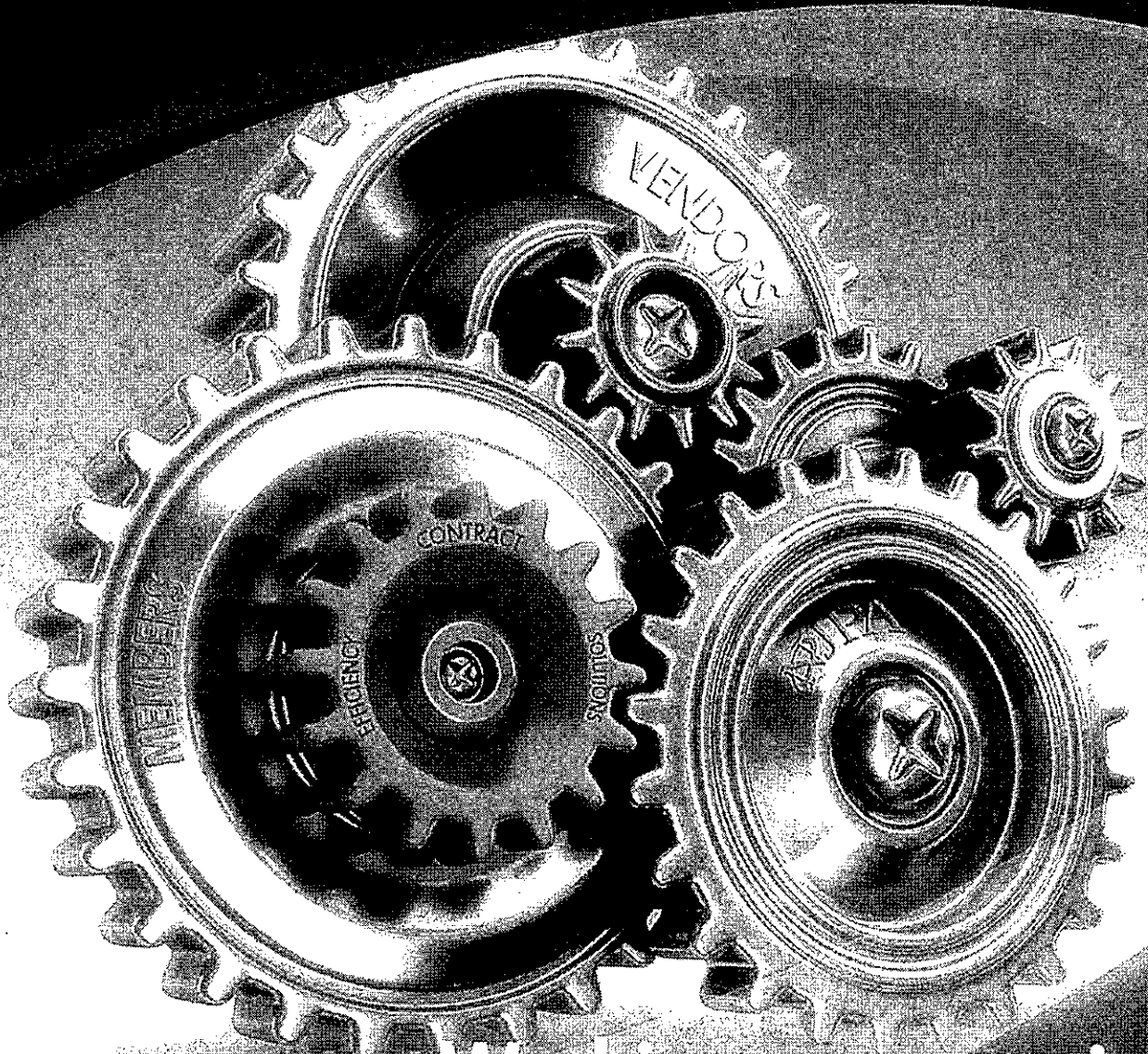
Milliken MQ#08-02814 (Updated 5/24/2014)

Facility Type	Facility Size (ft2)	Range of Frequency	Western Region A	Central Region B	Northeast Southeast Canada Region C
Office					
	<2,500	2.5 - 3.0	\$400.00	\$400.00	\$400.00
	2,501 - 5,000	2.5 - 3.0	\$0.15	\$0.14	\$0.15
	5,001 - 10,000	2.5 - 3.0	\$0.13	\$0.12	\$0.13
	10,001 - 100,000	2.5 - 3.0	\$0.11	\$0.10	\$0.11
	>100,000	2.5 - 3.0	\$0.09	\$0.08	\$0.09
Theatres and Food Services (auditoriums, cafeterias, etc.)					
	<2,500	4.0 - 6.0	\$400.00	\$400.00	\$400.00
	2,501-5,000	4.0 - 6.0	\$0.16	\$0.15	\$0.16
	5,001-10,000	4.0 - 6.0	\$0.14	\$0.13	\$0.14
	10,001-100,000	4.0 - 6.0	\$0.12	\$0.11	\$0.12
	>100,000	4.0 - 6.0	\$0.10	\$0.09	\$0.10
Restorative					
			\$0.25	\$0.25	\$0.25
In-House Janitorial Training					
	TBD		\$0.00	\$0.00	\$0.00
Emergency/Call-Out Charge					
			\$250.00	\$225.00	\$250.00
Transport					
	>40 mi.		Charges are at local hourly charges per person at rates shown below.		
Hourly Charges/Person			\$65.00	\$65.00	\$65.00
Patrol and Upholstery Cleaning					
Pricing available upon request					
Miscellaneous Supplies					
Small MilliCare Spotter Kit			\$75.00		
Large MilliCare Spotter Kit			\$125.00		
Carpet Roamer Brush			\$100.00		
*In a "not to exceed" scenario, the MilliCare provider is not permitted to quote higher pricing than what is stated on this page.					
**Variance from the recommended frequency level could result in higher pricing.					
<p>NOTES: Pricers per ft2 and frequencies help estimate a budget for an effective long-term maintenance program. Program costs are then compared to client budgets to finalize a program that will meet customer requirements. If new carpet area to be cleaned in a facility is less than 2,500 ft2 then the minimum visit charge applies.</p>					

NJPA
National Joint Powers Alliance®

ABOUT US

Contract Purchasing



Working cooperatively...
TOGETHER

CONTRACT PURCHASING

NJPA

National Joint Powers Alliance®



Chad Coquette
Executive Director/CFO
chad.coquette@njpacoop.org
218.894.5463

REALIZE THE POWER AND VALUE OF CONTRACT PURCHASING

We invite your organization to take the opportunity to join our member agencies that have access to national contract volume pricing and value from nationally acclaimed vendors. NJPA contracts represent thousands of competitively bid equipment, products and related services. NJPA contracts save you and your agency considerable time and money while eliminating the need to duplicate required steps of the bidding and contracting process. It takes only minutes to complete a no-cost, no-obligation or liability membership. Get started today at www.NJPACoop.org.

National Joint Powers Alliance's (NJPA) established and established a national network of member agencies across the country as a municipal contracting pool. NJPA's operations are defined by the City of Minnesota Statute 1.23A.02. This statute describes the use of NJPA contracts for the purchase of manufacturing government and educational equipment and services. NJPA also has the ability to purchase products by leveraging their combined national purchasing power to the largest quantities.

NJPA is also defined and enabled by M.S. 1.23B.01. This statute defines the ability of two or more government agencies to contract with one another for services common through the action of each of the agencies through a contract provided for by statute. "When two units of government and/or educational agencies enter into a contract with one another." This includes the ability of agencies to enter into a contract with one another for services provided by a public agency serving our members here in government. This includes the ability of agencies to contract with one another throughout the United States and Canada.

NJPA establishes and provides nationally recognized and recognized services for our members under the protection of the Uniform Municipal Contracting Act (M.S. 1.23A.02) and the Minnesota and Exercise of Powers Laws (M.S. 1.23B.01) and other state laws. NJPA's national network of agencies without duplicating their own competitive bid processes and procedures. The result of this cooperative effort is a high quality selection of nationally recognized vendors and products that help meet the ever-changing needs of our members and their communities.

We look forward to being a part of serving you and your community with the best products and services.

NJPA is nationally endorsed by



www.njpacoop.org | 218.894.5463 | www.njpacoop.org

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NJPA'S COMMITMENT TO ITS VENDOR PARTNERS

As an NJPA awarded contract vendor, you can expect only the highest level of integrity, business practices and ethics. Our commitment to you will reflect our very best efforts to embrace and grow our relationship through common goals and respect.

Our members will demonstrate open and honest communication, and our actions will represent the reputation of the NJPA as an organization and how our employees represent the mission of NJPA. We will fully support contracting processes and procedures to ensure the level of consistency necessary to meet the overall contracting and procurement expectations of our members and vendors.

Our vendors' support of our NJPA national solicitation will be something you can be proud of and a positive critical element in your company's success. Your NJPA contract will advance your company's business objectives for business with government and education agencies nationwide through competitively priced awarded contracts.

As a vendor of the NJPA board and our staff, we are committed to earning your trust and respect as a quality vendor in the nation for all members.



Mike Hajek
Director of Contracts & Marketing
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218.894.5477

SERVICE IS OUR FOUNDATION

At NJPA, we are driven to provide efficient public service through our national contract purchasing program. The common needs of our members and our desire to effectively serve your agency will lead our commitment and overall efforts as we face the budget and purchasing challenges in the future together.

OUR COMMITMENT: NJPA is committed to serving you, our member, through a continuous effort to meet your present and future needs. Our goals include working to provide valued contract purchasing programs. We will strive to meet your needs in a measurable, cost effective manner. We will research and analyze with regard to our members' common needs, and as a result deliver to you the opportunity to purchase through nationally leveraged contracts offering the very best products, equipment and services at the lowest possible cost to you. We are only able to do this as we work together to build a strong and mutually reinforcing, leading a unified purchasing alliance.

OUR PURPOSE: The greater purpose of NJPA is to serve our membership by facilitating a national market and service alliance. Our operations provide our members with requested programs and services that are efficient, cost-effective and delivered through a cooperative effort between NJPA and its members. **NJPA is a national organization that creates a business and service relationship alliance between buyers and suppliers.** Different levels of membership are offered to government, education and non-profit agencies nationwide. Member agencies are responsible for interpreting the rules, regulations and laws that recognize NJPA as having satisfied their own competitive bidding requirements.

We work tirelessly working closely with you and your agency, listening to your needs and interests to provide the most effective, quality national contracted solutions.



Duff Erholtz
Membership Manager
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218.894.5490

ENABLING LEGISLATION

JOINT POWERS AUTHORITY LAWS

NJPA members are generally authorized to use NJPA contracts through "Joint Exercise of Powers" Laws. These laws are a part of each state's laws but are worded slightly differently. In general, Joint Powers Laws state "What two units of government and/or education can individually do for themselves, one can do for another." Interpretation of these laws varies from individual to individual and from agency to agency and falls entirely on the responsibility of the member. NJPA therefore invites, evaluates and awards nationally leveraged, competitively bid and cooperatively shared procurement contracts for our current and potential membership nationwide.

SERVICE IS OUR STANDARD

As a unit of government, NJPA exists for the singular purpose of providing valued services to our member agencies. We engage our membership throughout our procurement process in an effort to stay in tune to their individual needs and interests. Members are encouraged to give us input and express their views on everything we do on their behalf. This includes when we solicit and evaluate bids for the process we use, how to evaluate, and finally, how our members judge the value of our contracts. We are always providing efficient public service through our national cooperative purchasing programs. Our common goals and the desire to serve our agencies will lead our efforts as we face the challenges of the procurement, business and industry communities in the future.

MEMBERSHIP WITH NJPA

Membership in NJPA is at no cost, no obligation or liability to "Participating Members" and can be established in the following ways:

- Online at www.njpacoop.org/join/application
- Through hard copy participation membership application www.njpacoop.org/membershipagreement
- Through "Joint Exercise of Powers" or "Interlocal" agreement www.njpacoop.org/jointexerciseapplication

OUR FOUNDATION

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our "Service Cooperative" (SC) was created. Previously known as the North Central Service Cooperative (NCSC), we are now doing business as the National Joint Powers Alliance (NJPA). Amendments to this legislation in 1995 expanded our potential participating membership to include any unit of government, education or nonprofit agency.

- **M.S. 123A.21 Subd. 2** states the purpose of a service cooperative is to assist in providing goods and services to units of government which could be better provided by the service cooperative than by the members themselves.
- **M.S. 123A.21 Subd. 3: Membership and Participation** Full membership with a service cooperative shall be limited to municipalities, cities, towns, counties and other governmental units as defined in section 171.05 and situated within the designated five-county area of Region Five in Minnesota. Participating members, in contrast, are non-voting members who enter into cooperative purchasing contracts created by NJPA. The purpose of membership is to determine the appropriate nature of a Joint Powers relationship between NJPA and the participating member to qualify the use of NJPA cooperative purchasing contracts. Participating members have no cost, obligation or liability for the organizational liabilities of NJPA.
- **M.S. 123A.21 Subd. 7 (23)** identifies the specific directive for our service cooperative to provide goods and services to our members.

- **M.S. 123A.21 Subd. 9 (d,e): Funding and benefit** "(d) the SC is a public corporation and agency and its board of directors may make use of, manage, accept, and expend private, state and federal funds that are available for programs of the members.
Organization by definition and limitations "(e) The SC is a public corporation and agency and as such, no earnings or interest of the SC may inure to the benefit of an individual or private entity."

STATE OF MINNESOTA ENABLING LEGISLATION

The following summary is an explanation of the enabling legislation referenced by NJPA. The plain language of the statutes, from our perspective, allows NJPA very clear authority to serve current and future members through cooperative efforts.

NJPA ENABLING LEGISLATION

- **Minnesota Statute 471.345: Municipal Contracting Law**
NJPA holds organizational status as a "Municipal Agency" under the authority of this definition and reference of 123A.21 Subd. 9 which defines "Municipal Agency" as "Cooperative Purchasing" entities.
- **M.S. 471.345 Subd. 1: Municipality Defined**
For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.
- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
A contract or association, "National Joint Powers Alliance" (NJPA), takes its name from this statute. A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a Joint Powers Agreement that purchases supplies from third party sources on the basis of competitive bids or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

This statute grants the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of the governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes county, county board, school district, other political subdivision of this or another state, another state, the University of Minnesota, or any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purposes of this section, an instrumentality of a governmental unit means an instrumentality having independent policy making and operational authority.
- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of one governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of the other governmental unit or units, a function which the governmental unit providing the service or function is authorized to provide for itself.

FAQs

FREQUENTLY ASKED QUESTIONS

Q. WHO IS NJPA?

A. NJPA is a public corporation or agency serving as a municipal contracting agency, purchasing agent, and equipment supplier to Minnesota State (23A.21) (see specific statutory references on pages 4-5). All NJPA employees are public employees and are required to join the Public Employment Retirement Association (PERA) through payroll deduction. One level of membership available for NJPA employees have the same employment status as NJPA municipal members.

Q. WHAT IS NJPA'S PRIMARY PURPOSE?

A. Among other things, NJPA creates national cooperative contract purchasing opportunities and solutions on behalf of its members, which include all government, education and non-profit agencies nationwide. These cooperative contract purchasing opportunities present both time and money savings for their users by consolidating numerous individually prepared solicitations into a single, centrally shared process and by the aggregation of demand from members nationwide.

Q. WHO IS ELIGIBLE FOR NJPA MEMBERSHIP?

A. Eligible members include any unit of government, education (private or public) or non-profit agency nationwide.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of local government officials, including school board, city council members and county commissioners from Region Five in Minnesota.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no cost, no obligation or liability to join or participate in the NJPA contract purchasing program, and there are no minimum contract purchasing requirements or commitments for members use of NJPA contract.

Q. HOW IS NJPA FUNDED?

A. Vendors realize substantial efficiencies through their ability to respond to one NJPA solicitation and to qualify for a local (RFP) that will potentially earn thousands of sales opportunities. From these efficiencies, vendors pay an administrative fee to NJPA calculated as a percentage of sales processed through the competitively bid procurement contracts awarded and used by the vendor. This administrative fee is not an added cost to the member. This administrative fee covers the costs of contract processing and fulfillment and contract operating expenses incurred by NJPA. This fee may also be used for other purposes as allowed by administrative rules. NJPA also may receive state or federal aid or membership fees. With respect to cooperative contract purchasing, NJPA and its selected partner members (NJPA also shares these fees with certain other NJPA members, partner cooperatives or associations) jointly provide the basic and stability to non-located and market available NJPA contracts. Administrative fees paid to NJPA are not an additional cost to Non-Member Users.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. A membership can be initiated by:

- Online membership application: www.njpacoop.org/join/application
- Paper-based membership application: www.njpacoop.org/membershipagreement
- "Joint Exercise of Powers" or "Intralocal" agreement, see example at: www.njpacoop.org/jointexerciseofpowers

For cooperating members are non-voting members of NJPA that are able to enter into joint power agreements. Non-voting members include public schools and other similar entities may join NJPA through an associate membership. All other membership included in units of government or education located within the five county region of Minnesota which NJPA was originally formed.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point, all current members are a part of our Board of Advisors. NJPA also has national member organizations from throughout the country in various membership verticals. These verticals include our general membership membership to various non-profit, state, local government and education agencies and others, such as local governments, local service providers, utility providers, health care providers and public utility departments.

FREQUENTLY ASKED QUESTIONS

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under 46B-01 (NJPA 11), all non-profit agencies may also participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. General joint powers and/or cooperative purchasing laws create the authority for members to work together with NJPA and accept NJPA procurement laws. These laws are a part of state law in every state, however, they are written slightly differently. Essentially, what these laws state is "What two units of government can individually do for themselves, one can do for the other." NJPA membership forms are designed to help establish an appropriate agreement to comply with the Joint Powers laws of our qualifying agencies.

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

- A.
 - The competitive bidding and contract process is completed and satisfied on behalf of your agency.
 - National aggregation of product and equipment demand and volume resulting in aggressive and competitive pricing.
 - The best equipment, products and services is offered under awarded contracts featuring the highest quality solutions from industry-leaders and nationally acclaimed vendors, a broad range of exceptional selections, substantial time savings and multiple other related benefits to participating agencies.
 - Members enjoy a broad range of exceptional product and equipment selections complimented by substantial time savings and multiple other related benefits for participating agencies.
 - NJPA contract solutions offer choice with the ability to continue to perform your own competitive bidding process if you choose to do so.

NJPA works to exceed our members' needs and expectations. Our contracting process mirrors our process in creating a pathway to a unified procurement, and can be, or created by agencies across the country. NJPA increases our members' comfort by conducting complete financial audits annually by an independent auditor with the results submitted to the State of Minnesota as required by state law.

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

A. Yes, all NJPA memberships and contracts are non-exclusive with no obligation to purchase and are contracts of choice by our members.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT ISSUING OUR OWN SOLICITATION?

A. Yes, in all states and local jurisdiction. All NJPA contracts have been competitively solicited nationally, reviewed, evaluated by committee members on the NJPA Board of Directors for award in accordance with Minnesota public purchasing rules and regulations and placed in NJPA. Each solicitation is issued on behalf of NJPA and current and potential NJPA members nationwide. Each RFP advises all respondents that NJPA most desires a vendor whom can sell and service participating members in all fifty states and, optionally, provide maintenance services. All RFP respondents understand that these contracts will be under consideration for use by government, education and non-profit member agencies throughout the United States.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

A. Most contract documentation is available on our website at www.njpa.coop.org/solutions. By selecting a vendor from the list and scrolling to the bottom of the page you will see: 1) Contract Award Documentation, 2) Documentation of the Competitive Bidding Process, 3) Documentation of the RFP, and 4) Documentation of the Contract Maintenance. Please follow the instructions in each vendor file to access the relevant contract documents. Presentation files are also available in hard copy at our office during normal NJPA business hours.

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

A. NJPA follows a comprehensive 10-step process (described in full on pages 9-10) that includes: 1) Researching member needs, 2) Researching the solutions available in the marketplace, 3) Requesting permission from the NJPA Board to issue a solicitation, 4) Drafting and issuing an RFP to Requestor/proposers, responses, 5) Evaluating proposers' responses, 6) Making recommendations to the NJPA Board of Awarding Contracts, 7) Posting approved contract documents, 10) Developing and implementing a joint marketing plan with vendors and partners, 11) Servicing and maintaining our contract throughout its term.

FAQs

FREQUENTLY ASKED QUESTIONS

Q. HOW DOES THE PURCHASE PROCESS FLOW?

A. NJPA contracts establish a business to government style transaction flow. Members are encouraged to work with their local dealer representative of our contract holder as they are the experts in helping members determine what and how much to purchase, defining the products and services needed. Members communicate with the vendors through contract proposals that include the ask. Members may contact NJPA to verify the awarded contract pricing and confirm contract terms and conditions.

To execute a purchase, a member should issue a purchase order according to their normal organizational procedures. In addition, the member should identify on the face of that purchase order "This purchase order is issued pursuant to NJPA Contract #XXXXX/AAA. NJPA will notify the local dealer/representative of your desire to use the NJPA contract that includes terms and conditions that pertain

Q. CAN MY AGENCY ADD ADDITIONAL TERMS AND CONDITIONS ?

A. Members have the ability to propose new or additional terms and conditions during the customer purchase process. By reviewing your procurement documentation and local requirements you may find that there are special requirements or your agency that are not included in the NJPA terms and conditions. The terms and conditions of the NJPA contract supersede all requests for custom or additional terms and conditions are acceptable between the customer and vendor at the purchase order level.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

A. NJPA cooperative procurement contracts do not guarantee sales. Each vendor must earn their order sales through excellent products/equipment and customer service yields excellent customer satisfaction and assurance. As a result, NJPA cooperative procurement contracts are based on the quality and performance of the equipment/products and equipment. Vendor quality and service levels members issue their most important and final vote with their purchase orders.

Q. DESCRIBE WHO NJPA CONTRACT AWARDS TO.

A. NJPA prefers to award contracts at the manufacturer level when possible. Contract awards to manufacturers are made on behalf of that manufacturer's dealer group through the established relationship between manufacturer and dealer group. Likewise, contract awards made to a reseller are made on behalf of the reseller's manufacturers, again through the established relationship between the reseller and their manufacturers. In many cases, some products or equipment are only available through resellers. Whenever the case, NJPA members have a single source of responsibility in the awarded contract and that awarded contract takes responsibility for the third party sub-contractors used in the acquiring and delivering of products and services to the customer. As a result, the equipment NJPA has earned, NJPA is able to award contracts to quality vendors that members can trust.

Q. HOW DO MY REGULAR SUPPLIERS BECOME AUTHORIZED SUPPLIERS FOR NJPA?

A. Ask the supplier to watch for bids being posted. NJPA bids are posted in the Star Tribune (www.startribune.com), The State Journal-Commerce within the State of Oregon (www.sjor.com); on the NJPA website (www.njpa.org), the National Bidder.com website (www.nationalbidders.com); distributed to other third party procurement websites such as BidVox (www.bidvox.com), Bidnet (www.bidnet.com), and The Public Group (www.publicpurchase.com), and distributed to the procurement officials in the state for their state for re-publication in their jurisdictions at their option. Suppliers respond to NJPA RFPs, RFIs, and RFPs and award contracts according to the terms and conditions contained therein.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

A. Visit our website at www.njpacontract.org or contact any of our vendors listed in our contract documents. You may also contact us directly at 888-894-1930.

Q. HOW CAN WE BECOME A NJPA VENDOR?

A. At present, NJPA vendors become awarded vendors by responding to a NJPA contract. Suppliers who wish to be added to the system will always be able to learn more visit our website at www.njpacontract.org/njpa/vendor.

PROCUREMENT PROCESS

ABOUT US • CONTRACT PURCHASING

OUR 11-STEP PROCUREMENT PROCESS

It is the desire of NJPA to meet our members' procurement requirements, but it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively bid procurement and contract process that is not only valued by members but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed vendors.

1) RESEARCHING MEMBER NEEDS

NJPA pursues member participation and conducts research through our member advisory committees represented by various verticals. We also carry out at numerous national trade shows; we take the opportunity to not only display our current offerings, but also listen to our members' needs in an effort to refine our current and future product and service offerings.

2) RESEARCHING THE SOLUTIONS AVAILABLE IN THE MARKET PLACE

Consumer research helps us develop the best approach for each offering. Some industries lend themselves to a manufacturer's response, in those that manufacturer provides a complete industry solution through their authorized dealers. Other industries lend themselves to a distributor response because they are able to provide the most complete industry solutions through the large number of manufacturers they represent.

3) REQUESTING PERMISSION FROM THE NJPA BOARD OF DIRECTORS

After establishing the existence of both a viable need and a viable NJPA style solution to that need, permission from the NJPA Board of Directors to "assume" and must be granted to officially begin the development of the solicitation and overall procurement process.

4) DRAFTING AND ADVERTISING A RFP

Our solicitation document is our cornerstone of cooperative contract purchasing. The consistency of that solicitation document and its response forms and evaluation criteria are some of our greatest assets. NJPA advertises each RFP:

- in at least two consecutive weeks in the Star Tribune (www.startribune.com);
- at least once in the Daily Journal of Commerce within the State of Oregon (www.djcoregon.com);
- on the NJPA website (www.njpa.com.org);
- on NetInfoBidder.com (www.netinfobidders.com) and other appropriate e-commerce sites such as BidSync (www.bidsync.com), Bid4Group (www.bid4group.com), and The Public Group (www.publicpurchase.com); and
- by reaching state level procurement departments in each state for possible re-posting of the solicitation within their systems and at their website.

5) RECEIVING BIDDERS' RESPONSES

Proposers are typically given 1-2 weeks from the start of the RFP advertisement to respond to the RFP. A Pre-Proposal Conference is conducted and answers to any questions are provided to all Proposers who requested the RFP. NJPA uses an atomic clock to maintain only time and date stamp all Proposals immediately upon receipt. Proposals are later opened and read aloud at the time, date, and place specified in the RFP.

6) EVALUATING BIDDERS' RESPONSES

Proposal requires of the bid opening by determining the "responsiveness" of each bid. "Level One Responsiveness" includes: • Proper completion • Original signatures on appropriate documents • Properly organized • Verification of bidder's liability insurance • Proper pricing, as well as physical copies as required. "Level Two Responsiveness" is the evaluation of the response according to the evaluation criteria provided in the RFP and documented on the "Overall Evaluation and Criteria" (Form C) by the Proposal Evaluation Committee. "An open RFP invites an widest possible variety of products and services within the scope of a bid. Our intention is to ensure that our bid opening provides the widest possible array of utility to the widest possible array of NJPA members. We also specifically invite contractors to include products and services not only by industry standard forms, but also in terms of the latest technological advances and capabilities and utility to our members.

PROCUREMENT PROCESS

Evaluating bidders' responses, continued:

The perceived procurement value of a proposal to NJPA and its members, in the opinion of NJPA, includes but is not limited to:

- Conforming to RFP's intent, scope and specifications
- Competitive pricing strategies
- Ability to sell and service NJPA members nationally
- Financial strength, experience and success in the industry/marketplace
- References from past customers and prior experience with NJPA
- A clear, concise, aggressive and effective marketing plan
- Value added related products, services and technological advances
- Financing options and detailed payment terms
- Warranty, product and service responsibility
- Identifying the depth, breadth and quality of products and service offerings

Additional consideration is given to proposer's who demonstrate "Green" and "Diversity" part business offerings and the ability to sell and service Canada and other international provinces. The final evaluation is conducted using the evaluation form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "best" comments field. This computer-based system is used as a part of the final scoring and awarded vendor determination.

7) MAKING RECOMMENDATIONS TO THE NJPA BOARD

The recommendations of the Proposal Review Committee are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement award.

8) AWARDED VENDOR(S)

Upon approval by the NJPA Board, the recommended vendor is awarded a four-year contract term with a one year option and is subject to annual renewals. The Bids and Contracts Officer sends Notice of Award to the vendor. The Contract Manager and/or the Director of Contracts and Marketing welcome the new vendor to NJPA. A Notice of No Award is sent to all Bidders not awarded a contract.

9) POSTING APPROVED CONTRACT DOCUMENTS

A complete procurement file is organized and posted on our website for review by our members. This includes the solicitation, contract, competitive bidding and evaluation process, and contract maintenance documents.

10) DEVELOPING AND IMPLEMENTING A JOINT MARKETING PLAN WITH AWARDED VENDORS

NJPA works with both the vendor and member to educate people about the benefits and uses of an awarded contract. We work with the awarded vendor(s) to educate and energize their sales and service teams.

We advertise our awarded contracts in selected national publications, produce and distribute hard copy National Directories, and maintain a website offering of the contract opportunities. NJPA exhibits with various members at national, regional and regional trade shows and provides break-out meetings presenting information of these trade shows. We also provide a link to cooperative opportunities available through NJPA.

11) REVIEWING AND MAINTAINING OUR CONTRACT THROUGHOUT ITS TERM

Contracts are reviewed annually for their effectiveness. NJPA contracts are written with four year terms with an option to renew and subject to annual renewals based on those reviews. As a result, NJPA provides a simple, quick and web-based contract renewal process in an effort to create a seamless process for all of its member organizations. While this mechanism is used, NJPA does not eliminate member responsibility for following the bid process, but rather provides a nationally coordinated and efficient process that duplicate the formal bid process.

Your Next Step to Get Started Join NJPA at no cost, obligation or liability to your organization. Invite others agencies to do the same. Copy this form, or join online: www.njpacoop.org/join.

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



This Agreement, made and entered into this ____ day of _____, 20____, by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and _____ hereinafter referred to as the "Applicant".

Witnesseth:

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,

the parties hereto have executed this Agreement the day and year written above.

National Joint Powers Alliance®
202 12th Street NE, P.O. Box 219
Staples, MN 56479

Member Name:

By _____
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

His _____
TITLE

TITLE

DATE _____

DATE _____

Please indicate an address to which your membership materials may be delivered. Thank you.

ADDRESS _____
CITY _____
STATE AND ZIP _____
ORGANIZATION TYPE _____

For membership questions contact:
Duff Erholtz
Phone: 218-894-5490
Fax: 218-894-3045
Email: duff.erholtz@njpacoop.org



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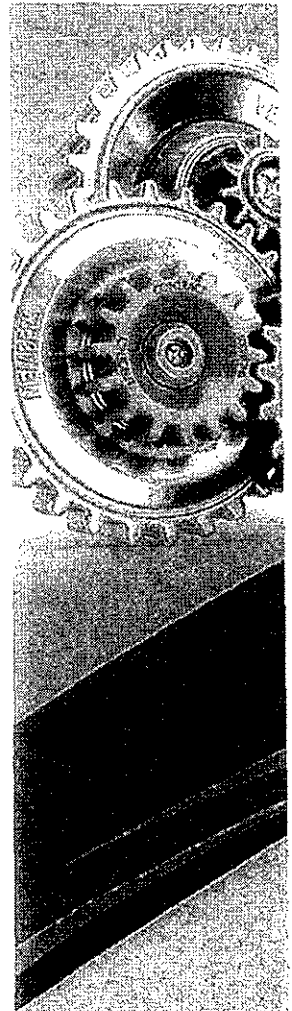
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www.njpacoop.org



Milliken & Company
920 Milliken Road
M620
Spartanburg, South Carolina 29303
www.millikencontract.com

December 14, 2012

Travis Owen
Cubix, Inc.
6450 Kingspointe Parkways, Suite 10
Orlando, FL 32819

RE: Authorized Vendor Verification

Dear Travis,

This is to verify that Cubix, Inc. in Orlando, FL is a certified Milliken Carpet dealer in good standing and authorized to utilize the NJPA contract for Milliken Carpet products and services purchased by NJPA members in the State of Florida.

Sincerely,

Randall J. Deelo
National Accounts Manager

A handwritten signature in cursive script that reads "Milliken".



May 21, 2014

City of Jacksonville
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208

Dear Caryn Bellavia,

Cubix Inc. is a certified Milliken Carpet dealer in good standing and authorized to utilize the NJPA contract for Milliken Carpet products and Millicare services purchased by NJPA members in the State of Florida. We will follow NJPA guidelines and pricing.

Sincerely,

A handwritten signature in black ink that reads "Jo Rogers". The signature is written in a cursive style with a horizontal line above the name.

Jo Rogers
Market Manager, Jacksonville

Cubix Inc
9454 Philips Hwy, Suite 3
Jacksonville, FL 32256
904-524-0519 Cell
904-296-9355 Office
904-296-9360 Fax