



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: 04/06/2017

Staff Contact: Laura Rader and Ron Reed

Agenda Title: For Possible Action: To approve the purchase of janitorial equipment and supplies from Veritiv Operating Company through the Keystone Purchasing Network Joinder Contract #201409-03 with the Commonwealth of Pennsylvania in accordance with NRS 332.195, for a not to exceed annual amount of \$65,000 for two (2) years to be funded from various City departments' services and supplies budgets in FY17 and FY18. (Laura Rader; LRader@carson.org and Ron Reed; RReed@carson.org)

Staff Summary: The Facilities Maintenance Department currently orders most of the janitorial equipment and supplies throughout Carson City utilizing several companies including Veritiv. By joining under the Keystone Purchasing Network, staff can purchase Veritiv product at a significantly reduced cost.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the purchase of janitorial equipment and supplies from Veritiv Operating Company through the Keystone Purchasing Network Joinder Contract #201409-03 with the Commonwealth of Pennsylvania, in accordance with NRS 332.195, for a not to exceed annual amount of \$65,000 for two (2) years to be funded from various City departments' services and supplies budgets in FY17 and FY18.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

Previously, the City purchased janitorial supplies from various suppliers, by joining this contract, the City will be over the annual dollar threshold of \$50,000. Therefore, requiring the Board of Supervisor's approval.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Various City departments' services and supplies budgets.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Most of the annual purchases come from the Facilities Maintenance Custodial Supplies line item which has an annual budget of \$39,000. The remaining purchases will be covered by the various operating budgets of the other departments that purchase janitorial supplies.

Alternatives

Not award contract and provide other direction.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



Veritiv

(formerly Xpedx)

CONTRACT #: KPN-201409-03

COMMODITY: Commercial Cleaning Equipment & Supplies

EXECUTIVE SUMMARY:

KPN Purchasing Program: KPN National Bids

KPN Membership Classification Eligible to Use Contract: All states

Year of Award: 2014

Term of Contract:

- **Initial Contract:** September 17, 2014 - February 28, 2016
- **Extension:** Valid through February 28, 2017 (Approved by CSIU Board on 1/20/16)
- **Extension:** Valid through February 28, 2018 (Approved by CSIU Board on 1/18/17)
- **Extension:**
- **Extension:**
- **Extension:**

Type of solicitation: IFB

Bid/RFP#: KPN-201409-03

Bid published/archived at: <https://kpn.ionwave.net>

Advertising history:	<u>Date</u>	<u>Publication</u>
	August 8, 2014	Baltimore Sun, Harrisburg Patriot News, Sunbury Daily Item, Milton Standard, Albany Times Union, USA Today
	August 13, 2014	Baltimore Sun, Harrisburg Patriot News, Sunbury Daily Item, Milton Standard, Albany Times Union, USA Today
	August 19, 2014	Baltimore Sun, Harrisburg Patriot News, Sunbury Daily Item, Milton Standard, Albany Times Union, USA Today

Bid Deadline: August 27, 2014

Bid Opening: August 28, 2014

Bid Award Approved: September 17, 2014

This bid was solicited by the Central Susquehanna Intermediate Unit d/b/a the Keystone Purchasing Network (KPN). All contract awards and bid extensions are approved by action of the CSIU Board of Directors at the monthly meeting following the selection process (contract award) or preceding the term of the extension.

Members requiring additional documentation should call (888) 490-3184, 8 a.m. – 4 p.m. Eastern Time, weekdays except for holidays or email info@thekpn.org.

**EXTENSION OF AGREEMENT
KPN BID 2014**

Contract EXTENSION AGREEMENT made by and between

**Veritiv Corporation
Category - Commercial Cleaning Equipment & Supplies**

and

**The Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)
Agreement being numbered: KPN Bid # KPN 201401-03
Contact: Jeffrey Kimball, 90 Lawton Lane, Milton, PA 17847, (570) 523-1155, ext. 2130**

The existing Agreement initially commencing upon award terminates on February 28, 2014; however, the Term of Contract and Extension in the KPN Bid provides the Agreement may be extended for four (4) additional 12-month periods by mutual written agreement through February 28, 2020. KPN has approved this extension and now the **Central Susquehanna Intermediate Unit d/b/a KPN and Veritiv Corporation** desire to extend the Agreement for the first term of one (1) year, until February 28, 2018. The contract may be extended upon the approval of the Board of Directors of the Central Susquehanna Intermediate Unit and the Contractor. Upon the signatures of authorized officers of the **Central Susquehanna Intermediate Unit and Veritiv Corporation** the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original KPN Bid.

Central Susquehanna Intermediate Unit

Authorized Signature: _____
Dr. Kevin Singer, Executive Director



Date: January 18, 2017

Veritiv Corporation

Contractor agrees to provide complete information of any deleted and new products or prices as allowed under the headings of "Discontinued Products" and "New Technology and Price Reduction," set forth in KPN Bid #KPN 201302-01.

Authorized Signature: _____



Date: 01/23/17

Typed Name: Mark Diani

Title: VP of Direct Sales Group

Note: This agreement should be received by 4:00 p.m. at the KPN office at the Central Susquehanna Intermediate Unit on or before February 15, 2017.

If you as contractor do not want to extend the contract, please sign below and return this agreement to the KPN office at the Central Susquehanna Intermediate Unit by February 15, 2017.

Discontinue: We desire to discontinue the contract, effective February 28, 2017.

Signature: _____

Date: _____



Keystone Purchasing Network

Invitation For Bid (IFB)

KPN IFB # 201409-03 Commercial Cleaning Equipment and Custodial Supplies Catalog

PART I: GENERAL TERMS AND CONDITIONS

On behalf of its membership in the fifty United States and the District of Columbia, KPN seeks a discounted source of quality commercial cleaning equipment and custodial supplies including installation services and associated expertise, rebuilding and repair services, work, training, certification, analysis, products and services. Member agencies are primarily school districts, charter schools, colleges and universities, local government offices and other tax-exempt nonprofit agencies. It is KPN's intent to award one contract but if it is in the best interest of members, it reserves the right to make multiple awards.

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ADDITIONAL DOCUMENTS TO DOWNLOAD

PART II: Bid Category Specifications

PART III: Bid Forms

Format Note: Please note that bidders will be required to submit most of their response to this IFB on a flash drive.

Price Form G.1-4: Excel Pricing Schedule Forms

Keystone Purchasing Network

Invitation For Bid (IFB)

KPN IFB # 201409-03 Commercial Cleaning Equipment and Custodial Supplies Catalog

CALENDER OF BID ACTIVITIES

Date	Transaction
August 4, 2014	Bid published on http://customer.ionwave.net/kpn
August 4 - 21, 2014	Question/Information Period 8 a.m. - 4 p.m. Eastern Time, weekdays except holidays.
August 27, 2014 4:00 p.m., Eastern Time	Proposal Deadline
August 28, 2014 at 9:00 AM	Public Bid Opening - CSIU Main Office, 90 Lawton Lane, Milton, PA
September 17, 2014	CSIU Board Meeting/bid approval.
September 18, 2014	Notification of Award
September 18, 2014 - February 28, 2016	Term of Contract, with annual extensions through February 28, 2020.

KPN Bid Part I: General Bid Parameters

- A. **Issuer:** The Keystone Purchasing Network (KPN) is a not-for-profit national procurement cooperative created by the Central Susquehanna Intermediate Unit (CSIU), a regional educational service agency created by Pennsylvania Legislative Act of 1971 an a Political Subdivision of the Commonwealth of Pennsylvania. KPN serves tax-exempt nonprofit educational institutions, political subdivisions and other not-for-profit organizations across the nation that seek quality products and services for the best possible price. KPN relieves its members of the burden of conducting individual, lengthy and costly bid awards.

Membership in KPN: Members must register with KPN and sign a member agreement. Only registered KPN members are eligible for vendor discounts available under KPN contracts. KPN members are school districts, nonpublic schools, technical high schools, charter schools, colleges and universities, preschool organizations, political subdivisions and other nonprofit agencies and organizations.

- B. **Contact Information:**

Keystone Purchasing Network
90 Lawton Lane
Milton, PA 17847
Jeff Kimball, Cooperative Purchasing Services Director
(570) 523-1155, ext. 2130
Fax: (570) 524-5600
jkimball@csiu.org

- C. **Time Line:** See page 2 of this document.
- D. **Eligibility of Respondents:** Bidders must align with the following requirements in order to be eligible in the bid competition.
- D.1. The bidder must file a complete bid per the instructions in this IFB by the stated deadline.
 - D.2. The bidder must be a company with an office in North America and have a record of no less than five years doing business in the bid category worldwide.
 - D.3. The bidder must have a record of doing business with entities in a minimum of ten states.
 - D.4. The bidder must be able to offer KPN members “most favored agency” prices for quality products and services.
 - D.5. The bidder must have access to a national distribution system. Furthermore, the respondent must be able to provide local installation, training and maintenance services if required.
 - D.6. A bidder must provide a copy of its Certificate of Authority or licensing to do business in each of the fifty United States and the District of Columbia in response to Form C.2. (Part III, Bid Forms).
 - D.7. The bidder must be able to fulfill the reporting, invoicing, and general and specific standard terms and conditions required by KPN contract.
 - D.8. The bidder must be able to deliver the products, services, warranties proposed in the bid within the contractual period stipulated for the bid.

I.E. **Glossary of Terms**

Term	Definition
Bid	The competitive application for a contract award.
Bid Award	The competitive award of a contract to provide goods and services as per this IFB.
Bid Documents	Bid documents include the Advertisement for Bids, Instructions to Bidders, General Terms and Conditions of the Contract, Bid Specifications, Supplementary Conditions (if any), Plans (if applicable), Bid Response Form, Addenda (if any) and Letter of Award.
Bid Proposal	The document submitted by the respondent in pursuit of the bid award, on which the selection panel will base its selection or rejection of the bid.
Bid Price	Monetary sum identified by bidder in bidder's proposal.
Bidder	Person or entity submitting a bid, a respondent to the bid. Once a bid has been awarded, the bidder becomes a supplier, also known by "contractor," "vendor" and "offeror."
Capitalized Terms	Capitalized terms used in the IFB and Contract and not otherwise defined herein are specific to and have meaning ascribed to them as documents specific to this bid.
Contract	The agreement binding the bid award and conditions flowing from it.
Contractor	(1) The successful bidder or, (2) In clauses in this IFB pertaining to construction and installation services, subsection I.K.16 et seq., "Contractor" is defined as the entity contracted by the member agency to provide such services.
Event of Default	The occurrence of a failure to meet contractual obligations set forth under general and specific terms.
KPN	Keystone Purchasing Network.
Member Agency	A school district, vocational technical school, nonpublic school, educational service agency, college or university, municipal division of local, county or state government, or other nonprofit organization registered as a KPN member and eligible for discounts that flow from KPN contracts.
Most Favored Agency Pricing	Lowest possible pricing schedule offered by supplier exclusively to KPN member agencies.
Remedies	Procedures and rights accorded the contractor pursuant to an event of default.
Supplier	The successful bidder becomes the supplier, a term that can be used interchangeably with vendor, provider, contractor or offeror.

F. **Grounds for Disqualification of Bid Proposals:** KPN has the authority to reject any and all bid proposals for any of the following reasons:

- F.1. Ineligibility of bidder (see § I.D. above).
- F.2. Incompleteness of bid proposal (see Part III for instructions for submitting a complete bid proposal).
- F.3. Lateness of bid proposal.
- F.4. Bid proposal sent to incorrect address.

- F.5. Falsification of information in bid proposal.
- G. **Rejection of Bid Proposals:** The KPN selection panel has the authority to preliminarily disqualify Bid Proposals for reasons set forth in § I.G. above, and to reject proposals on the basis of competitive selection as set forth in part I.D. above. All decisions made by the selection panel are final and appeals will not be granted.
- H. **Withdrawal of IFB:** KPN has the authority to withdraw the IFB at any time up to the award of a contract. Furthermore, KPN has the authority to reject all bid proposals.
- I. **Bid Evaluation:** KPN evaluates bid responses and makes an award based on the lowest, responsive and responsible bidder meeting the specifications.
- II. **Marketing Plan.** Bidders are required to submit a detailed marketing plan that includes information and promotional materials that can be used to market the contract to KPN members. Additionally bidders are surveyed about past and anticipated exhibiting activities at professional conferences, sales staff and proposed ways in which the company can participate in cooperative marketing activities with KPN. Upon award of a contract KPN staff will meet with awarded vendor(s) staff to develop a 30-90 day national rollout of the contract to their sales staff. KPN staff will work with awarded vendor(s) on various print, electronic and exhibit booth contract advertising.
- I.2. **Pricing.**
- (a) For the term of this bid and any extensions, the supplier must offer the most favored agency pricing to KPN and its members.
- (b) The proposed pricing bid must include all costs for implementation of the materials and services provided in this bid.
- (c) The proposed pricing must have the KPN administrative fee built into it. The fee may not be charged separately to purchasing members.
- J. **General Terms and Conditions:** The following General Terms and Conditions are incorporated in all contracts awarded through Invitations to Bid (IFB) and Requests For Proposal (RFP) conducted by the Central Susquehanna Intermediate Unit (CSIU) d/b/a the Keystone Purchasing Network (KPN) on behalf of its member agencies.
- J.1. **Issuing Agency:** The KPN is a program initiative of the CSIU, 90 Lawton Lane, Milton, PA 17837. KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.CS§§1901 et. seq., as the same may be amended from time to time (the "Act"), for those school districts assigned to the CSIU, as well as other organizations eligible to participate under the Act, whether such organizations are located inside or outside of the Commonwealth of Pennsylvania. Eligible member organizations under the Act include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions, public libraries, tax-exempt nonprofit public health institutions and organizations, nonprofit fire companies, nonprofit rescue companies, nonprofit ambulance companies, and to the extent provided by law, any other entity that expends public funds for the procurement of supplies, services and construction. The CSIU is a regional service agency by Act of the Pennsylvania Assembly of 1971 and a Political Subdivision of the Commonwealth of Pennsylvania. Membership in KPN is free for all eligible organizations.

- J.2. **Contractor.** The "offeror," "supplier" or "vendor" responding to a KPN issued IFB or RFP, who is awarded a KPN contract for discounted supplies, services and/or construction through the selection process becomes the "contractor" under the terms of the contract.
- J.3. **Purchasing Member.** KPN has issued the IFB for a program of supplies, services and/or construction on behalf of its membership. Its individual members will be the users of the contract, hereinafter "purchasing members."
- J.4. **Administrative Fee.** The contractor agrees to pay KPN a 2% administrative fee based on total volume of sales generated by KPN purchasing members, or an alternative administrative fee structure appropriate to the commodity under solicitation as set forth in the IFB.
- J.5. **Reporting.** The contractor will file quarterly sales reports with KPN accompanied by the abovementioned administrative fee on reported sales, or as otherwise stipulated in the IFB or otherwise agreed upon and set forth in the contract as is appropriate to the commodity solicited in the IFB.
- Audits.** KPN has the right to authorize audits of all reports and purchases made under this bid.
- J.6. **Debt.** The contractor may not accrue debt against this contract or notice of award without the prior written consent of KPN. No subcontract shall be made with any other party for the furnishing of supplies, services and/or construction in accordance with the contract without the prior written consent of KPN.
- J.7. **Termination of Contract.** KPN may at any time, upon seven (7) days prior written notice, terminate the contract with just cause. In case of such termination for KPN's convenience, the contractor is entitled to receive payment from the participating members for services performed and goods received prior to the date of termination.
- J.8. **Interpretation of Contract.** The contract shall be construed and interpreted, and its validity and the rights of the parties are determined in accordance with the laws of the Commonwealth of Pennsylvania, County of Snyder, in which the CSIU and the KPN are incorporated.
- J.9. **Compliance with Laws.** All applicable laws are deemed to be part of the General Terms and Conditions to the contract and specifications, and the contract is read and enforced as though they were included. The contractor must comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards in a member's locale. The failure to specifically reference or include said matters in contract documents does not excuse the contractor from compliance with the same. Without limiting the foregoing, the supplier shall comply with the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970, Public Law 91-596, and Part 1910, Occupational Safety and Health Standards, Chapter XIII of Title 29 Code of Federal Regulations. Section XIII contains additional compliance for construction related services, which are deemed to be part of the General Terms and Conditions to the contract and specifications by reference.
- J.10. **Independent Contractor.** In performing services and providing products pursuant to the contract, the contractor is acting independently and not as an agent, servant, partner nor employee of KPN or its members. The contractor has control over the services and products it delivers under the contract, and is solely responsible for its

own federal, state and local income taxes, salary, social security payments and any and all other payments incurred by the contractor in the performance of the contract, as well as adhere to all necessary legal requirements governing employment. None of the benefits provided by KPN or its members to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance and unemployment insurance, are available to the contractor and/or any of the contractor's agents, servants, employees or subcontractors. The contractor has no authority under the contract to assume or create any such obligation or responsibility, expressed or implied, on behalf or in the name of KPN or its members, or to bind KPN or its members in any way whatsoever.

- J.11. **Binding Contract.** The contract shall be binding and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- J.12. **Waivers.** The waiver by a party to the contract of any term, covenant, obligation or condition herein shall be in written notice to the vendor by KPN or its participating members. It may not be deemed to be a waiver of any subsequent breach of the same or waiver of any other term, covenant, obligation or condition of the contract.
- J.13. **Invalidities.** The invalidity of any words, phrases, sentences, sections or subsections contained in the contract may not affect the enforceability of the remaining portions of the contract, or any part thereof, all of which are inserted conditionally on their validity in law. In the event any one or more of the words, phrases, sentences, sections or subsections are found to be invalid or unenforceable, the contract will be read as if such offending provisions had not been inserted, and if such invalidity is caused by the length of any period of time set forth in any part hereof, such period of time will be considered to be reduced or increased, as necessary, to a period that would cure such invalidity.
- J.14. **Member-Contractor Transactions:**
- J.14.a. The contractor must designate by name and contact information a representative who serves as the facilitator and information resource for KPN members.
- J.14.b. **Use of Contract.** The contract between KPN and the Contractor establishes a discounted program of supplies, services and/or construction and access for its members. Members access the program of supplies, services and/or construction on an as need basis and are under no obligation to use such contract. Eligible purchasing members will be provided with the KPN contract number to identify themselves as eligible for the discounts and program of supplies, services and/or construction. Contractors are provided with lists of KPN membership to confirm eligibility of users. Membership lists are only available upon the execution of a contract between KPN and the contractor.
- J.14.c. A KPN member and the contractor may not enter into a separate, outside agreement for products and services provided through the KPN contract during the term of the contract, unless permission has been obtained from KPN in writing.

- J.14.d. **Child Protection.** Purchasing members that are school districts, nonpublic schools, charter or public technology schools or any member providing direct pupil services or child care, reserve the right to reject any person they deem unfit to be permitted on their grounds in proximity to students. Upon written notice from the participating member or KPN, the contractor will have such persons who are performing services pursuant to the contract removed from the site immediately. The purchasing member's right to declare a person unfit is not limited to the required exclusion of such persons through the provisions of federal and state laws legislated as child protective services.
- J.14.e. **Purchase Orders, Contracts, Invoices and Payment.** KPN purchasing members will issue purchase orders to or otherwise enter into project contracts directly with the contractor. Invoices will be sent to the business office of the purchasing members, in duplicate. Separate invoices may be rendered for separate tasks, services or deliveries and be accompanied by signed receipts. Invoicing may not commence before the shipment of products. Prepaid shipments required by reason of prior history are disallowed. Purchasing members agree to pay the contractor the amount specified on the purchase order or contract after receipt, approval and acceptance of delivered items and services. Invoices will be paid by members within thirty to forty-five (30-45) days after receipt of the invoice.
- J.14.f. **Delivery.** Delivery of supplies, products and services, including construction, will be made as ordered and at the destination identified by the KPN member, unless otherwise specified or agreed to by both the member and the contractor. Deliveries are to be made during the hours of 8:00 a.m. and 4:00 p.m., weekdays, inclusive, except holidays, unless otherwise specified. Contractors must notify members forty-eight (48) hours prior notice of shipment. Failure to provide notification may result in the refusal of delivery and rejection of future bid consideration. Contractors are responsible for understanding local road and facilities conditions in order to make proper deliveries. Individual packages must be clearly marked with the purchase order number. All deliveries specified as "inside and installation" require the truck driver to unload the truck and carry products inside the building and set them up for use.
- J.15. **Insurance Requirements.**
- J.15.a. The bidder is required to purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the contractor's employees, agents, servants or of any personnel so insurable, for claims of damages due to injury or destruction of tangible property, including loss of use resulting from there from, and from claims arising out of the performance of the contract or caused by negligent acts for which the supplier is legally liable. The supplier must maintain through the term of the KPN contract a minimum of \$1,000,000.00 of occurrence liability insurance (basic and umbrella coverage) covering the services contemplated by the contract.

- J.15.b. The contractor is required to purchase and maintain until the termination of services purchases pursuant to the contract, automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.00.
- J.15.c. As requested by KPN or its members, the contractor must provide a certificate of insurance evidencing all required coverage with at least a thirty (30) day notification period that must be given to KPN prior to any policy cancellation. All required insurance must be written on an occurrence basis and maintained with a carrier licensed to conduct business in the Commonwealth of Pennsylvania, having a minimum rating of Best A.
- J.15.d. In compliance with the Act of General Assembly, Commonwealth of Pennsylvania, the contractor further covenants and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Workmen's Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed, or will file with the participating members a certificate from the Department of Labor and Industry.
- J.16. **Event of Default.**
- J.16.a. The following constitute an "Event of Default" under the contract:
- (1) The bidder fails to furnish and deliver products or services or any part thereof, or to replace any products or services which were rejected for inappropriateness and such failure continues for a period of five (5) working days following the date of notice from KPN.
 - (2) The filing of a petition by or against the contractor for an adjudication as bankrupt or insolvent, or for the contractor's reorganization, or for the appointment of a receiver or trustee of the contractor's property; an assignment by the contractor for the benefit of creditors; taking possession of the property of the contractor by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the contractor; or the commencement of levy, execution or attachment proceedings against the contractor or a substantial portion of the contractor's assets.
 - (3) The contractor discontinues the conduct of its business or fails to remain open and operating.
 - (4) The contractor fails to perform any other covenant or condition of the contract within ten (10) working days after written notice from KPN to the contractor, unless such failure is of a nature which reasonably requires more than ten (10) working days to cure, in which event the contractor will have no more than thirty (30) working days to cure such failure, provided the contractor acts with due diligence to commence and pursue the cure.
- J.16.b. Notwithstanding the above, KPN is not required to comply with the notice provisions hereof, and may immediately exercise its remedies if the contractor fails within a 24-hour period after receipt of written notice from KPN to commence and continue correction of such deficiencies where further delay would cause substantial disruption to the delivery schedule. KPN has the further right to correct such deficiencies without

prior notice to the contractor in an emergency affecting safety of persons or property, and said action is necessary to prevent threatened damage, injury or loss. KPN's right in this regard does not relieve the contractor of its obligations and responsibilities under the contract documents and does not give rise to a duty on the part of KPN to exercise the right for the benefit of the bidder or any other person or entity.

J.17. Remedies.

J.17.a. In the event of default, KPN is authorized and empowered to purchase supplies and services in conformity with this contract from third party(ies), at the expense of the contractor if necessary, or to cancel the contract, reserving to itself all rights for damages which may be incurred by KPN and/or its participating members.

J.17.b. The bidder is responsible for any reasonable attorney's fees incurred by KPN and/or member agencies pursuant to collection of any sum due hereunder or to enforce the provisions of the contract for the contractor's failure to keep and perform any term, covenant or condition in the contract. This provision does not extend a similar right to the contractor or to any other person or entity for payment of such costs or expenses.

J.17.c. In the event of default, or of a threatened breach by the contractor of any of the agreements, conditions, covenants or terms hereof, KPN has the right of injunction to restrain the same, and the right to invoke any remedy by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided.

J.17.d. The rights and remedies extended to KPN through the contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by KPN, is deemed to be the exclusion of any of the others.

J.18. Indemnification. In addition to the insurance requirements included as part of a contract issued by KPN, the contractor further covenants and agrees to assume all liability for, and agrees to, indemnify, defend and hold the KPN, the CSIU and member agencies, and their directors, officers, agents, workers, servants and employees harmless from and against any and all claims, demands, losses, charges, causes of action, suits, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) whatsoever, with respect to injury or death of any person or persons (including injury to corporations, partnerships or other business entities) whatsoever, or damage to property of any kind by whosoever owned, arising out of (directly or indirectly) or caused or claimed to have been caused, in whole or in part, but the acts or omissions of the contractor, or the contractor's directors, officers, agents, workers, servants or employees, in the performance of this contract, or with respect to the non-fulfillment or non-performance of any agreement, covenant or condition on the part of the contractor under the contract, event of default or other breach of the contract by the contractor.

J.19. Claims and Disputes.

J.19.a. Claims, disputes or other matters in question between the parties to the contract arising out of or relating to the contract or breach thereof will be exclusively litigated in the Court of Common Pleas of Snyder County and

may not be subject to arbitration, except for compulsory arbitration as provided by the applicable Rules of Civil Procedure. Pending resolution of any claim, dispute or other matter, if requested by KPN or the participating member(s), the contractor will proceed diligently with the performance of the contract so as to avoid delay in the provision of specified supplies, materials and services.

- J.19.b. The parties desire and intend that any disputes arising between them with respect to or in connection with the contract be subject to expeditious resolution in a court trial by jury. Therefore the parties each hereby waive the right to a trial by jury of any cause of action, claim, counter claim or cross compliant in any action, proceeding or other hearing brought by either party against the other on any matter whatsoever arising out of, or in any way connected with, the contract.
- J.19.c. All parties hereto hereby submit themselves to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania, in and for the County of Snyder, specifically waive their right to sue in any other court which might otherwise have jurisdiction and agree to accept service of any court process, order or other document by certified mail in lieu of personal service.
- J.19.d. The bidder waives claims against KPN, the CSIU and the participating members for consequential damages arising out of or relating to this contract, including, but not limited to, damages incurred by the supplier for losses of financing, business and reputation, and for loss of profit

- L. **Use of Contract.** The following states are eligible for piggyback purchasing off of a contract awarded in another state:

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

End Part I