## **Executive Summary**

Buy Rite Technologies LLC is well positioned to deliver LFUCG our **Full Service Reverse Auction** program.

We have a solid understanding of the unique challenges public-sector procurement professionals face. With limited budgets and strapped administrative resources we know it is increasing difficult for organizations to meet objectives. Additional challenges often include, complicated procurement requirements, supplier communications and trying to leverage purchasing power. In today's economy organizations simply have to find better ways to manage costs and contracts. This makes resource procurement a top priority.

Based on our interactions we have a deep knowledge of LFUCGs specific needs for this solution.

Our business was built by sourcing professionals who in their traditional roles used techniques and software that, simply, was ineffective. These individuals had the vision to create a better solution. Since the software was designed by procurement professionals it is extremely flexible and can handle the most complex sourcing projects.

Combining the system with our fully integrated support team will help meet the objectives outlined by the County. Our local representation team has had over 5 years of experience working with LFUCG and will ensure that our solution will be a success.

### **Cost Reduction**

By having suppliers compete in real-time for your business, we will significantly reduce the cost of capital equipment, services and commodities for LFUCG. On average our clients have realized an additional savings of **18%** vs. traditional RFP practices as suppliers intensely compete for business under real time market pressure. We estimate that our solution could deliver sustainable savings in excess of **\$8mm** over the next 12 month to LFUCG.

### **General Commodities:**

- ➤ MRO Supplies (10% to 15%)
- > Office Supplies (10% to 25%)
- > Janitorial Supplies (10% to 25%)
- > Linens (10% to 35%)
- ➤ Printing Supplies (7% to 20%)
- > Food Services (9% to 15%)
- ➤ Break Room Supplies (12% to 20%)



### **Professional Services:**

- > Maintenance Contracts (15% to 25%)
- ➤ Temporary Staffing (15% to 25%)
- ➤ Janitorial Services (10% to 15%)
- ➤ Instrument Repair (5% to 15%)
- > Over Night Delivery (7% to 15%)
- ➤ Waste Disposal (12% to 18%)



### **Streamlining the Process**

In addition to the pricing benefits that direct online supplier competition provides, our platform can reduce the time and expenses involved in the procurement process. The RFx process is fully automated. Our proprietary internet e-Procurement platform allows users to easily pre-qualify and score potential suppliers, streamlining the traditional RFx process by 40% to 50%.

During the RFI phase of the project, each supplier responds online to your project requirements. Individual buyers and cross functional teams can easily evaluate and score based on suppliers line item responses. Each line item has a predetermined weighted value. At the end of the project the system will automatically calculate overall ratings for each supplier. Based on your project needs, auctions can be blind or set to reveal suppliers names. This feature can be set for either supplier or for the evaluators

During the live auction only the lead supplier will know if they are in 1<sup>st</sup> place. The other suppliers will not know who the lead supplier is or the amount of the current low bid. The bid timing can be set at predetermined interval (typically 5 minutes) and the bidding will continue until there are no further bids or we can extend the bid ourselves. The system tracks and archives every suppliers bid. In addition the system allows the suppliers to ask questions online during the bidding process and all communications are recorded. At the conclusion we provide a full and complete audit trail that you can access from the system at any time for any reason.

### **Full Reverse Auction Support Services**

Unlike software-only companies, Buy Rite Technologies LLC's services are designed to bring significant price benefits *without* placing additional burdens on your staff. Our e-Procurement team acts as an extension of your procurement department capitalizing on our internet efficiencies. We will work closely with LFUCG to understand what your sourcing goals are, design the appropriate RFx templates and conduct an online reverse auction on your behalf.

Our team has conducted thousands of reverse auctions and has the skills and experience to make every event a success. We provide a forum for quick communication between buyers and sellers, streamlining the entire sourcing process.

LFUCG will have full access to your system through your current web browser. Buy Rite Technologies LLC negotiation platform streamlines the sourcing process while having a distinct advantage over the traditional sourcing process – it is completely paperless and will provide you with a full and complete audit trail of each supplier's bid history. Every competing supplier's pricing proposal, terms & conditions and subsequent negotiations and all of the data is collected electronically. Pricing analysis can then be performed almost instantaneously. Terms and conditions from competing proposals can be compared side by side. The speed and accuracy of the complete proposal analysis will enable LFUCG to make equitable, fair and quantifiable supplier selections in 40% to 50% less time and with average savings of 18%

We are able to handle all technical details of the auction event creation process. We create the Web-based RFI/RFP/RFQ/Reverse Auctions to your specifications, run the event on a secure site, and handle all end user training.

Our industry experts are able to do much more than just translate your information into clear, complete Web-based RFI/RFP/RFQ/Reverse Auctions. We are able to provide strategic advice on how the timing and structure of your sourcing event will maximize your purchasing power. Our industry experience also gives us a unique ability to assist you in gaining departmental buy-in for the benefits of the RFQ/RA process. The result is a smooth and efficient process. It ensures your organization is not only getting the absolute best prices but also provides a full and transparent bid history and audit trail. Moving

forward, this will create a best practice trading environment for all future county auction events.

### Advantage Summary:

- > No IT involvement
- > No Software to purchase
- > No licensing fees
- > No lengthy software training
- Provides Supplier Scoring (both individual and cross functional team scoring)
- > Reduce environmental impact- no binders, no paper to produce proposals, no need to shred documents or binders.
- > Streamlines the RFP process for suppliers
- > Full and complete audit trail of each event



# Lexington-Fayette Urban County Government

### Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for RFP #10-2012 Reverse Auction Services to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 28th, 2012**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

### RFP #10-2012 Reverse Auction Services

If mailed, the envelope must be addressed to:

Purchasing Director Lexington-Fayette Urban County Government Room 338, Government Center 200 East Main Street Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

### Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

### The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### **SELECTION CRITERIA:**

- 1. Specialized experienced and technical competence of the person or firm (including a join venture or association) with the type of service required.
- 2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.
- 3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm.
- 4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
- 5. Familiarity with the details of the project.
- 6. Degree of local employment to be provided by the person or firm.
- 7. Estimated Cost of Services

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

### Questions shall be addressed to:

Todd Slatin
Buyer Senior
Division of Central Purchasing
tslatin@lexingtonky.gov

### Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

- 1. Affirmative Action Plan for his/her firm;
  Buy Rite Technologies LLC is a small company and it does not qualify to
  have an affirmative action plan however we are an equal opportunity
  employer and will make every effort to contract with Minority-Owned
  Business Enterprise (MBE) whenever possible.
- Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street, 3rd Floor Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

### **AFFIDAVIT**

Comes the Affiant\_\_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

- 1. His/her name is Jay Hardingham and he/she is the individual submitting the proposal or is the authorized representative of Buy Rite Technologies LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
- 2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
- 3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
- 4. Proposer has authorized the Division of Central Purchasing to verify the abovementioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
- 5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
- 6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

### Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

	Further, Affiant sayeth naught.	
STAT	E OF	
	NTY OF	
hefor	The foregoing instrument was subscribed, sworn to and a	_
	day of, 2012.	011 tille
	My Commission expires:	
		_
	NOTARY PUBLIC, STATE AT LARGE	

### **EQUAL OPPORTUNITY AGREEMENT**

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment

because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government

contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

\*\*\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### **Bidders**

Signature

I/We	agree	e to	con	nply	with	the	Civil	Rights	Laws	listed	above	that	govern	employment	rights	of
minor	ities,	won	nen,	Vieti	nam	vete	rans,	handic	apped	and ag	ged per	sons.				
	,		,				,		, ,		, ,					

Buy Rite Technologies LLC

Name of Business

Managing Member

Name of Organization: Buy Rite Technologies LLC

Date: 3\_\_\_/\_16\_\_\_/\_2012\_\_\_\_

Categories	Total	Wh	ite	Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	М	F
Administrators		6	1		3						
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:		6	1		3						

Prepared by: Jay Hardingham Managing Member

Name & Title

The above figures include Buy Rite Technologies LLC and its' primary contractor's employees.

### DIRECTOR, DIVISION OF CENTRAL PURCHASING LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of <a href="mailto:certified">certified</a> MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to <a href="mailto:provide written explanations">provide written explanations</a> to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street – Room 338 Lexington, Kentucky 40507

# Lexington-Fayette Urban County Government MBE/WBE Participation Goals

### PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.

### PART 2 - PROCEDURES

- 2.1 The successful proposer will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, submitters may contact:
  - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each RFP, including information on the scope of work, the preproposal meeting time and location, the proposal date, and all other pertinent information regarding the project.

### PART 3 - DEFINITIONS

3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

### PART 4 - OBLIGATION OF PROPOSER

- 4.1 The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 Failure to submit this information as requested may be cause for rejection of the proposal.

### PART 5 - DOCUMENTATION REQURIED

- Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
  - A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
    - 1. A periodical in general circulation throughout the region
    - 2. A Minority-Focused periodical in general circulation throughout the region
    - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    - 4. Proposer shall include copies of dated advertisement with his submittal
  - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a proposal.

- D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



### MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

### **LFUCG**—Economic Engine Listings

Marilyn Clark

mclark@lexingtonky.gov

859-258-3323

### Commerce Lexington—

Tyrone Tyra, Minority Business Development

ttyra@commercelexington.com

859-226-1625

### Tri-State Minority Supplier Diversity Council

Sonya Brown

sbrown@tsmsdc.com

502-625-0137

### **Small Business Development Council**

Dee Dee Harbut /UK SBDC

dharbut@uky.edu

Shawn Rogers, UK SBDC

Shawn.rogers@uky.edu

Shiree Mack

smack@uky.edu

### **Community Ventures Corporation**

James Coles

icoles@cvcky.org

859-231-0054

### Kentucky Department of Transportation

Shella Jarvis

Shella.Jarvis@ky.gov

502-564-3601

### **KPAP**

Debbie McKnight

Debbie.McKnight@ky.gov

800-838-3266 or 502-564-4252

Bobbie Carlton

Bobbie.Carlton@ky.gov

### Ohio River Valley Women's Business Council

Rea Waldon

rwaldon@gcul.org

513-487-6534

### Kentucky Small Business Connect

Tom Back

800-626-2250 or 502-564-2064

https://secure.kentucky.gov//sbc

# National Minority Supplier Development Council, Inc. (NMSDC)

www.nmsdc.org

### LFUCG MBE/WBE PARTICIPATION FORM

### Bid/RFP/Quote Reference # RFP #10-2012 Reverse Auction Services The

MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

for approval immediate  MBE/WBE	Work to be	Total Dollar	% Value of Total
Company, Name,	Performed	Value of the Work	Contract
Address, Phone,	Tenomica	value of the work	Contract
Email			
1. Strategic Business Products 908-966-2007 strategicbizprod@aol.com	Billing and collections	Estimated to be for the term of the agreement \$5,000.00	Total value of the contract is unknown and is not guaranteed additionally this service would not directly correspond to the value of the contract
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Buy Rite Technologies LLC	
Company	Ву
3/16/2012	Managing Member
Date	Title

# LFUCG MBE/WBE SUBSTITUTION FORM Bid/RFP/Quote Reference RFP #10-2012 Reverse Auction Services

The substituted MBE/WBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED	MBE/WBE	Work to Be	Reason for	Total Dollar	% Value of Total
MBE/WBE Company	Formally	Performed	the	Value of the	Contract
Name, Address, Phone,	Contracted/ Name,	1 CHOINEU	Substitution	Work	Contract
Email	Address, Phone,		Substitution	WUIK	
Eman	Email				
4	Lillali				
1.					
NA					
1,11					
2.					
۷٠					
NA					
1 1 1 1					
3.					
NA					
INA					
<u> </u>					
4.					
N T A					
NA					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Buy Rite Technologies LLC	3/16/2012
Company	Date
	Managing Member
Company Representative	Title



### MBE QUOTE SUMMARY FORM

### Bid/RFP/Quote Reference # RFP #10-2012 Reverse Auction Services

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name Strategic Business Products  Address/Phone/Email 51 Taurus Dr Ste 3c Hillsborough, NJ 08844 908-966-2007 strategicbizprod@aol.com				Contact Person Jeff Douglass							
				RFP Package / RFP Date 3-16-2012							
MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contac	Services to be performed	Method of Communicatio (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female				
51 Taurus Dr Ste 3c Hillsborough, NJ 08844	Jeff Douglass	908-966-2007 strategicbizprod @aol.com	3-16-20	Billing and collections	Email and phone	\$5,000.00	AA				
(MBE designation American)	/ AA=African A	american / HA= His	spanic Ame	erican/AS =	Asian American	/Pacific Islander/ 1	NA= Native				
subject to applicable	Federal and State	l information is accurate laws concerning false			on may result in te	rmination of the con	tract and/or				
Buy Rite Technologie	es LLC					Company Repres	sentative				
3/16/2012 Data						Managing Member					



### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

	-	P #10-2012 Prime Contra			ervices Tot	al Contra	ct	
Project Name/	Contract #			Work Period/ Fr	om:	To:		
Company Name	2:			Address:				
Federal Tax ID:				Contact Person:				
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date	
of the represent	ations set forth	below is true. Ar	ny misrepresen		t the information t in the termination and false claims.			
Buy Rite Technologies LLC  Company			Company Representative					
3/16/2012 <b>Date</b>				Managing Member <b>Title</b>				

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote RFP #10-2012 Reverse Auction Services

used by placing an X in the appropriate place. Attended LFUCG Central Purchasing Economic Inclusion Outreach Event Sponsored Economic Inclusion event to provide networking opportunities Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers \_\_X\_\_ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote Provided plans, specifications, and requirements to interested MBE/WBE subcontractors Other Please list any other methods utilized that aren't covered above. The undersigned acknowledges that all information is accurate. Any misrepresentations may result termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims. Buy Rite Technologies LLC Company Representative Company 3/16/2012 Managing Member

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you

Title

Date

Quotation # BRT-12-00

Quotation Expires: 30-APR-2012

From: Jeffery Douglass Strategic Business Products 51 Taurus Dr. Suite 3C Hillsborough, NJ 08844

TO: Jay Hardingham

Buy Rite Technologies

Deliver To:

SAME

18 Cattano Ave.

Morristown, NJ 07960

Thank you for your inquiry. Strategic Business Products, is pleased to quote as follows:

ITEM	QTY.	U/M	MODEL NUMBER & DESCRIPTION	UNIT PRICE	AMOUNT
•••••					
0.77.77.0					
118081					
11077733					
8558					
1	1	ea	To perform and complete Billings Services for RFP #10-2012 - Reverse Auction Services	\$5,000.00	\$5,000.00



# NY AND NJ MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

# Strategic Business Products, Inc.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the NY and NJ Minority Supplier Development Council.

\*\*NAICS Code(s): 424120; 423850; 423430; 423420; 423210

\*\*Description of their product/services as defined by the North American Industry Classification System (NAICS)

NY02504

September 30, 2012 Expiration Date

October 4, 2011 Issued Date

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <a href="http://www.nmsdc.org">http://www.nmsdc.org</a>

affillate of the National Minority Supplier Development Council, Inc. (NMSDC)

Firm Submitting Proposal: Buy Rite Technologies LLC

Complete Address: <u>18 Cattano Ave, Morristown, New Jersey 07960</u> Street City Zip

Contact Name: Jay Hardingham Title: Managing Member

Telephone Number: 866-666-4093 ext. 801 Fax Number: 866-666-

4093

Email address: <a href="mailto:jhardingham@brtllc.com">jhardingham@brtllc.com</a>

### **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
- 6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
- 8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

- 9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
- 10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or

- according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services:
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be

signed by a duly authorized officer, agent or employee of the Respondent.

- 16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
- 19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

	Managing Member	3/16/2012
Signature		Date

# RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

### A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
  - b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

### 2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

### 3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

### 4.0 <u>INSURANCE REQUIREMENTS</u>

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE

AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

### 4.1 Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u> <u>Limits</u>

General Liability \$1 million per occurrence, \$2

million aggregate

(Insurance Services Office Form CG 00 01) or \$2 million combined single

limit

Worker's Compensation Statutory

Employer's Liability \$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.
- 4.2. Additional insurance coverage and amounts required, if any, are stated below:

### NONE.

### 4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has

changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

### 4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID **OPENING DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. CONTRACTOR satisfies any portion of the insurance requirements through deductibles. self-insurance programs, or self-insured retentions. CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

### 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

### 4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

### 5.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this

Contract. CONTRACTOR also agrees that OWNER may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

00246039

.

#### Lexington-Fayette Urban County Government Request for Proposals Reverse Auction Services

#### Section 1 – Scope of Services

The Lexington-Fayette Urban County Government (LFUCG) is seeking the services of a company to conduct sealed bid, reverse auctions. The LFUCG is seeking the following services:

#### 1. Program Design

- Provide consulting to LFUCG on which items to reverse auction and how to structure the reverse auction.
- Provide consulting to LFUCG on pre-qualifying suppliers to participate in reverse auctions.
- Provide training to LFUCG employees and suppliers on how to use the reverse auction process, technology, and tools.
- Provide training to suppliers on how to bid using the reverse auction technology/tools.
- Own and operate the reverse auction technology/tools.
- Conduct the auctions.
- Provide real-time monitoring of the auctions in progress.
- Provide supplier assistance during auctions.
- Provide alternate systems and processes to obtain bids from nonstandard suppliers (e.g., a supplier without Internet connectivity).

In addition, LFUCG is interested in systems containing features that provide structured negotiation and multidimensional bidding in association with reverse auctions, e.g., capabilities for ranking non-price factors such as warranty period, help-desk service, etc. LFUCG wants to see these services structured at no cost to LFUCG.

At no additional cost to LFUCG the Buy Rite Technologies LLC system allows for both structured negotiations and multidimensional scenarios. The on-line RFI questionnaires are designed to allow suppliers to respond to yes/no, multiple choice questions, and free-form text and include attachments such as product drawings, etc. We will train and invite your selected suppliers to login and fill out their responses within a pre-defined time frame.

During the RFI phase of the project we ask the suppliers to respond online to your RFI questions and project requirements such as warranty period, help-desk service, etc. Our system then enables you to conduct individual buyer and cross functional team scoring based on the vendors line item responses. Optionally, during this phase of the process the names of the vendors can be turned off. Each line item has an agreed upon predetermined weighted value. At the end of the scoring process the system will automatically calculate the overall ratings of each vendor. It would be at this time the system administrator could reveal the corresponding vendor names. This will allow you to even easily select which vendors you would like to invite to participate in the live online auction event or

assist in the final selection process. Unlike software-only companies, Buy Rite Technologies LLC's services are designed to bring significant price benefits without placing additional burdens on your staff. Our e-Procurement team acts as an extension of your procurement department capitalizing on our internet efficiencies. We will work closely with LFUCG to understand what your sourcing goals are, design the appropriate RFx templates and conduct an online reverse auction on your behalf.

LFUCG will have full access to your system through your current web browser. Buy Rite Technologies LLC negotiation platform streamlines the sourcing process while having a distinct advantage over the traditional sourcing process – it is completely paperless and will provide you with a full and complete audit trail of each supplier's bid history. Every competing supplier's pricing proposal, terms & conditions and subsequent negotiations and all of the data is collected electronically. Pricing analysis can then be performed almost instantaneously. Terms and conditions from competing proposals can be compared side by side. The speed and accuracy of the complete proposal analysis will enable LFUCG to make equitable, fair and quantifiable supplier selections in 40% to 50% less time and with average savings of 18%

We are able to handle all technical details of the auction event creation process. We create the Web-based RFI/RFP/RFQ/Reverse Auctions to your specifications, run the event on a secure site, and handle all end user training.

Our industry experts are able to do much more than just translate your information into clear, complete Web-based RFI/RFP/RFQ/Reverse Auctions. We are able to provide strategic advice on how the timing and structure of your sourcing event will maximize your purchasing power. Our industry experience also gives us a unique ability to assist you in gaining departmental buy-in for the benefits of the RFQ/RA process. The result is a smooth and efficient process. It ensures your organization is not only getting the absolute best prices but also provides a full and transparent bid history and audit trail. For suppliers without internet connectivity when given the authority in writing we will enter their responses to the RFI and place bids on their behalf. Moving forward, this will create a best practice trading environment for all future county auction events.

#### 2. Contract Negotiations

The Respondent will develop a sample contract between LFUCG and the Respondent for LFUCG's review and approval, and as applicable, other agreements, e.g., with suppliers for LFUCG review and approval.

Please see exhibit (A) Sample LFUCG Sample Contract Please see exhibit (B) Sample Supplier Agreement

#### 3. Education, Marketing & Outreach

The Respondent will assist with development and implementation of marketing plans/materials for reverse auctions targeted toward LFUCG and potential

suppliers. The plan will include the Respondent's attendance at "kick off" meetings and potentially other events.

Buy Rite Technologies LLC will assist in developing marketing material for LFUCG. The material will target potential suppliers and participation with the online reverse auction program. Buy Rite Technologies LLC will be pleased to provide local representation during kick off meetings and other events when necessary.

#### **Amount of Auction**

The LFUCG does not guarantee any number of auctions or dollars it will spend through a reverse auction process. *Confirmed* 

#### **Cost To LFUCG**

The LFUCG will give preference to reverse auction platforms in which the LFUCG is not charged any fees. Platforms in which the awarded supplier bears the cost of the reverse auction services are preferred. *Confirmed* 

#### Section 2 – Format of Proposal

#### 2.1 Technical:

Please provide a technical description of your proposed solution. The system(s) provided by the proposer should be platform independent and comply with all applicable industry standards. If your solution requires the LFUCG supply any hardware, provide a detailed list of the required hardware.

Buy Rite Technologies LLC solution will not require any IT involvement or hardware. Buy Rite Technologies LLC will create a private reveres auction site that can be accessed from any internet connection. All auction data transmitted over the internet is encrypted using 128-bit Secure Sockets Layer (SSL) encryption. Data is backed up through our hosting provider RackSpace with its' primary server location, in Herndon, Va. Databases are backed up 5 times a day; also backed up to tape once a day to our data center. Then for disaster recovery purposes, they are backed up 5 times a day to servers in Baton Rouge, LA.

#### 2.2 Functional:

Please provide a description of the functionality provided by your proposed solution. The LFUCG is interested in solutions that provide flexibility in how a reverse auction can be conducted. The following functionality is preferred:

- Ability to have multiple line items per lot;
   The system has unlimited line item capability
- Ability to have multiple lots per auction;
   The system allows for multi lots
- Ability to structure an auction for various pricing scenarios;
   The system is extremely flexible and can accommodate multi-pricing scenarios
- Ability for public viewing of the auctions;
   The system is password protected; viewing capabilities can be set by the system administrator.

- Ability for LFUCG viewing of the auctions (the LFUCG would see additional information not shown to suppliers or the public);
   LFUCG will be able to view all event activity while limiting suppliers view
- Provide auction detail and summary data;
   All RFI responses and summary data can be viewed on-line and instantly downloaded to excel for additional analysis.
- Detailed reporting and records in both paper and electronic format of all bidding-related events and their timing during the reverse auction, including the connectivity of suppliers participating (include sample reports with response);

Please see exhibit (D) Sample Reports
The system stores all bid history and communication that can be viewed and printed at any time in the future for any reason as well as exported to Excel. Bidder's connectivity during the live auction is recorded and viewable. Live event bidders graphs are created and stored in the system for online viewing or can be printed.

- Within two (2) business days after completion of an on-line bidding event, the Respondent shall submit to the LFUCG a tabulation of all bids received. The tabulation shall certify, in writing, that all items presented are true and correct.
  - Buy Rite Technologies LLC will provide LFUCG a tabulation of all bids received online within two (2) business days.
- Prior to the start of an on-line bidding event, the LFUCG shall receive a list
  of all pre-registered Respondents through e-mail.

  They system will provide real-time details on each pre-registered
  respondent and their progress in responding to the RFI questions and
  requirements..
- The LFUCG shall have access to view an on-going on-line bidding event, during the bidding event.
  - LFUCG will have access to view all levels of the on-going on-line bidding.
- The LFUCG shall receive a preliminary list of the bidding history through e-mail within one (1) hour of the completion of the bidding event. Buy Rite Technologies LLC will send LFUCG a preliminary list of the bidding history (1) hour after the completion of the bidding event. List is also available to LFCG online at the conclusion of the bid.
- 2.3 Reliability/Uptime: Please provide information about the reliability of your proposed solution. The LFUCG intends to give preference to proposals which provide for guaranteed reliability or the auction will be at no cost to the LFUCG in addition to being re-auctioned at a later time.

If for any reason there is a disruption in service during a live auction event Buy Rite Technologies LLC will at the request of LFUCG reschedule a new reverse auction at no additional cost.

Where applicable please include information about such issues as:

Backups
Dual-paths, redundant systems
Uptime statistics
Disaster Recovery
Application stability – "stress-test" statistic, concurrent users supported, etc.
Other

Data is backed up through our hosting provider RackSpace with its' primary server location, in Herndon, Va. Databases are backed up 5 times a day; also backed up to tape once a day to our data center. Then for disaster recovery purposes, they are backed up 5 times a day to servers in Baton Rouge, LA.

There are Dual Mirrored SCSI Drives (Raid 5) on each server to maintain several copies of data on the databases. Should one drive fail, the other drives will instantaneously be put into service to provide a seamless transition to insure un-interrupted service. In the event of data corruption, the data can be recovered from the intra-day backup. In the event of a server malfunction, webs, databases, and user files can be recovered from the on-site tape backup onto new servers at the existing location. In the event of a regional disaster at the server site, the off-site backups can be used to recover the data to an alternate site within an hour. In the event of a major disaster, we commit to have you back up and running within 24 hours.

**2.4 Implementation Time:** Please provide information about the average implementation time that it would take for LFUCG to use your service(s).

Date	Work plan
Week 1	<ul> <li>Establishment of private LFUCG Sourcing event Area</li> <li>Accounts/Passwords created for LFUCG personnel</li> <li>Initial Program and sourcing event details discussed</li> </ul>
Week 2 - 3	<ul> <li>Training for LFUCG personnel</li> <li>Creation and review of initial LFUCG Web-RFQ/Reverse Auction</li> <li>Vendor training for initial RFQ</li> </ul>
Week 4	Conduct e-sourcing event

Typically we can create a new client website within 4 business days and then we begin setting up the master side database tables with your power user(s). Setting up the master side database tables can take anywhere from a few days to a few weeks depending on how readily you can provide data to us. Once this is complete we can start performing full project support and performing projects straight away. In most cases, we are ready to start before our clients are.

2.5 Security: Please provide information about the security of your proposed solution. The proper handling of information regarding the procurement of products and services and the assured integrity of the bidding process are of paramount importance to the LFUCG and require a very high level of security.

All modules have a secure login. There are different user levels (groups) and each has level has different access and data access capabilities. In addition, if needed, the master administrator can limit access rights down to an individual user as well, if needed.

- **2.6 Confidentiality:** Respondent acknowledges that some of the data it may become privy to in the performance of this Agreement is of a confidential nature and the awarded supplier shall make all reasonable efforts to ensure that no such confidential information is disseminated or left exposed to unauthorized access by it or its employees. *Confirmed by NDA*
- 2.7 Secure Storage/Transmission of Data: All auction data transmitted over the internet must be through and encrypted transmission, such as 128-bit Secure Sockets Layer (SSL) encryption. All Respondent's systems used in conjunction with providing the service to LFUCG shall be protected by industry standard devices (e.g. firewalls) and continuously monitored for unusual access activities using industry standard intrusion detection software and procedures. Confirmed
- 2.8 Secure Physical Locations: Any information and/or data obtained by the Respondent from the LFUCG's customers, or LFUCG suppliers shall be stored in a place physically secure from access by unauthorized persons. Awarded supplier(s) shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by supplier(s) in providing the product(s) and service(s) under the awarded contract(s) shall be secure and equipped with reasonable precautions against damage. Confirmed
- 2.9 Support Services: Please provide information about the technical and non-technical support features, both to the LFUCG and to the LFUCG's suppliers, of your proposed solution. Where applicable please include information about such issues as:
- Training

BRT will train all LFUCG personnel that need to login to the solution and will also train suppliers and answer all supplier questions during any event. We will also produce co branded training suppler videos that will be hosted on a private site.

- Consulting BRT will provide the consulting needed to ensure that auctions are created and setup in the best manner possible to facilitate the best results possible.
- Technical Support

BRT will provide technical support to all LFUCG personnel and participating suppliers.

Help Desk

LFUCG and participating supplier will have access to a help desk phone line which they can call to have questions answered, etc.

Maintenance

The program is maintenance free

- Implementation and migration services
   Buy Rite Technologies LLC will provide implementation and migration services to LFUCG
- Account Representatives
   Buy Rite Technologies LLC will provide local representation to assist in implementations and support services.
- Assistance in developing marketing plans/materials for reverse auctions to state agencies, local units of government, and potential sellers.
   Buy Rite Technologies LLC will provide assistance in developing marketing plans and materials for state agencies, local units of governments and potential sellers.
- 2.10 Buyer Experience: Each Respondent must submit a list of three (3) customer references and three (3) local (LFUCG, City, and Municipality) government agencies who used the Respondent for reverse auction services on more than one (1) occasion in the past twenty-four (24) months. Reference listing should include the mailing address, email address, telephone numbers and the name of individuals to contact. Respondent shall have acceptable experience of successfully providing the services described in this RFP to clients whom have similar requirements, scope of service(s), and quantities as those of the LFUCG. The LFUCG shall be the sole judge as to what is acceptable experience.

Client Name: City of Roselle, NJ
Contact Name: Jamel Holley
Phone: 908-208-6727

Email: jamelholley@hotmail.com Address: Borough Hall, Roselle, NJ

Client Name: Pourshins Procurement (a Gate Gourmet Co)

Contact Name: Jennifer Myers Phone: 703-964-2472

Email: jenmyers@gategourmet.com

Address: 0 Campus Commons Drive, Suite 200,

Reston, Virginia 20191

Client Name: Liz Claiborne

Contact Name: Patty-Monopoli-Polise

Phone: 201-295-6988

Email: patty\_monopoli-polise@liz.com

Address: One Clairborne Avenue, North Bergen, NJ 07047

2.11 Seller Experience: Each Respondent must submit a list of three (3) customer references from sellers who placed bids using your reverse auction software on more than one (1) occasion in the past twenty-four (24) months. Reference listing should include the mailing address, email address, telephone numbers and the name of individuals to contact. Respondent shall have acceptable experience of successfully providing the services described in this RFP to clients whom have similar requirements, scope of service(s), and quantities as those of the LFUCG. The LFUCG shall be the sole judge as to what is acceptable experience.

Company Name: Staples
Contact Name Frank Zarrillo

Mailing Address: 525 East 72nd St Manhattan NY Email: Frank.Zarrillo @staples.com

Phone: 908-894-0556

Company Name: Spectra Color Corp

Contact Name Raymond McCreary-COO

Mailing Address: 25 Rizzolo Dr Kearny, NJ 07032 Email: R.mccreary@spectracolors.com

Phone: 201-997-0606

Company Name MyEco

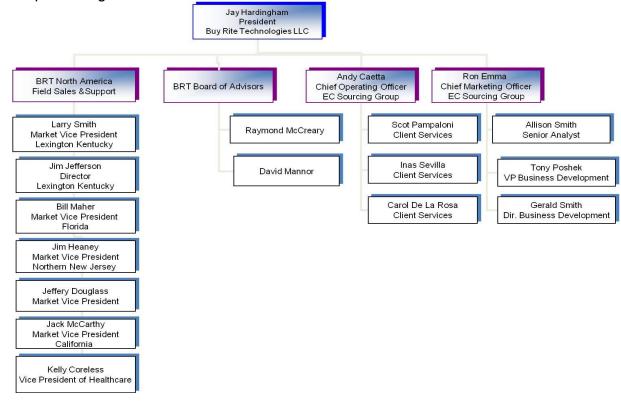
Contact Name Mikel Eisenberg

Mailing Address: 525 East 72nd St Manhattan NY Email: Mikel@greenwastesolutions.com

Phone: 917-673-7110

#### 2.12 Staffing of Project:

a. Proposed organizational chart for the service.



b. Description and responsibilities for all proposed staff.

Key Staff Members	Responsibilities
Jay Hardingham	Strategic and Tactical Planning, Vendor Relations, Overall Corporate Direction, Client Support, Sales and Marketing, Vendor Communications, Training and Marketing
Larry Smith	Lexington KY - Key account implementation, Client Training, Strategic Consulting, Event scheduling and Planning, Marketing, Customer Support
Jim Jefferson	Lexington KY -Key account implementation, Client Training, Strategic Consulting, Event scheduling and Planning, Marketing, Customer Support
Ron Emma	National -Account implementation, Client Training, Strategic Consulting, Event scheduling and Planning, Marketing, Customer Support
Andy Caetta	Customer Service- Manages support desk personnel. Manages the development teams and manages the development process including design, coding, testing, and delivery of both new products and upgrades.
Allison Smith	Client Support, Implementations, RFI and RFP template creation, marketing support, vendor communication, training, financial analyst
Tony Poshek	Client -facing activities, presentations, customer events, client satisfaction and new account acquisitions
Gerald Smith	Business Channel Development, Client -Facing Activities, Presentations, Customer Events, Client Satisfaction and acquisitions

c. Names and experience of key staff proposed. (be specific). Resumes are acceptable.

#### The Team

## Jay Hardingham President & CEO



Jay Hardingham is president and CEO of Buy Rite Technologies LLC which markets Full Service e-Procurement solutions to both the public and private sector institutions. Under Jay's leadership the company has developed into a highly functional independent sales and marketing organization. The company now has over 10 independent associates covering North America. They also have engagements with three financial consulting

firms and are poised to enter 5 new key markets in 2012. Jay is responsible for managing all aspects of the business. This includes new business development, marketing and client relations.

Throughout his career, Jay has performed as a high-impact strategist with experience spanning organizational restructuring, sales, operations and development, marketing and strategic vertical business unit leadership. He has focused relentlessly on revenue growth and customer satisfaction, and has great expertise in turn-around assignments.

Prior to launching Buy Rite Technologies LLC, Jay held senior leadership positions within the office product industries. As Director of Office Depot Jay revitalized an underperforming Business Services Division (B2B) business unit and grew sales by more than 20 percent. During his time with Office Depot he was the recipient of numerous national performance awards. As Manager of Vertical Markets at Corporate Express he was responsible turning around the sales in four major product categories and three sales divisions. He was responsible for GSA, State and Local Government divisions where he was responsible for a leading the country is sales growth.

Earlier in his career Jay founded a number of successful businesses. These include, World Wide Executive Leasing Corp, National Tele-Consultants and Blue Skye Coatings.

Jay is a graduate of the Fairleigh Dickenson - Rothman Institute of Entrepreneurial Studies.

#### Jim Jefferson

#### **Director of Business Development**

In early 2011 Jim joined Buy Rite Technologies LLC as an independent Director of Business Development. Jim Jefferson is a native to Lexington KY and been involved may local organizations. He is a partner in Special Marketing that focuses on helping organization in making more accurate data driven decisions that help pinpoint saving opportunities. He is also president of LexCom, LLC, and a firm that markets telecommunications services to clients throughout Kentucky. Jim is an accomplished business consultant that brings a wealth of knowledge in cost containment consulting and services.

### Lawrence T. "Larry" Smith

#### Market Vice President of Business Development and Client Services

Larry Smith joined Buy Rite Technologies LLC in 2011 as Market Vice President of Business Development and Client Services. He has extensive experience is providing executive level guidance and consulting services to state and local government municipalities and industry leaders. Larry recently returned to the Board of Lexington Public Library after serving as its chair from 2009-2010. Larry has also served on the Boards of the Lexington Forum, Leadership Kentucky, and United Way of the Bluegrass. He was also named the National Chairman of the American Diabetes Association where he received the Association's prestigious Wendell Mayes, Jr. Medal for Outstanding Service. As President of Smith Market Research and co-founder of Special Marketing where he has been instrumental in working with State and Local governments in helping them to develop strategies to reduce cost and gain operational efficiencies. He has over 5 years of reverse auction software and services expertise. Larry will be directly involved in the day to day local support of Buy Rite Technologies LLC Lexington KY clients. Together both Larry Smith and Jim Jefferson will be integral members of Buy Rite Technologies LLC local support team in Lexington KY.

Andy Caetta & Co-Founder



Andy is a Co-Founder of EC Sourcing Group and codesigner of the FlexRFP e-Sourcing solution. Along with Chief Operating Officer Co-Founder Ron Emma, In 2011 EC Sourcing entered into a Master Marketing Agreement with Buy Rite Technologies LLC to market a Full Service Program to both public and private sector organization in North America. And sets the overall direction of the company and the long term development plan for the company's solutions. Andy leads EC Sourcing Group's customer service and development teams and manages the development process including design, coding, testing, and delivery of both new products and upgrades. Andy also spearheads the company's customer service efforts and manages the company's support desk personnel.

> Managing both customer service and development enables Andy to turn user feedback directly into meaningful

upgrades to the company's solutions.

Prior to starting EC Sourcing Group, Andy had 22 years of experience in the consumer products industry at Nabisco in the areas of procurement, finance, planning/budgeting and systems design. At Nabisco, he gained broad experience in the financial field and concentrated on procurement for the last 5 years.

At Nabisco, Andy was Director of Strategic Sourcing for the International Operations Group covering Latin America and Europe. He was responsible for expanding the sourcing process to all International units, developed systems to leverage the many diverse business units, and was the leader in starting to use the Internet to better manage the process globally.

Andy received his BS in Finance from Lehigh University.

### Ron Emma & Co-Founder



Ron is a Co-Founder of EC Sourcing Group and co-designer Chief Marketing Officer of the FlexRFP software. Along with Andy Caetta, Ron sets the overall direction of the company and long term development plan for the company's solutions. Ron oversees EC Sourcing Group's Sales & Marketing teams and is responsible for revenue growth through new customer acquisition, channel partner development and value-added marketing. In 2011 EC Sourcing entered into a Master Marketing Agreement with Buy Rite Technologies LLC to market a Full Service Program to both public and private sector organization in North America. Ron is also responsible for managing the company's marketing activities, developing all marketing content including press materials and the company's website.

Prior to starting EC Sourcing Group, Ron had 8 years in project management experience covering the consumer products, pharmaceuticals and manufacturing industries. He gained this experience through 4 years at Nabisco and 4 years at Price Waterhouse.

At Nabisco, Ron was the Manager of Strategic Sourcing for the International Operations Group where he was responsible for developing the sourcing strategy for Nabisco International and instilling the overall philosophy to all local International procurement departments. His role included system development and training to insure guick installation and proper usage.

Prior to Nabisco, Ron worked as a Project Manager with Price Waterhouse in both the audit area and consulting practices.

Ron is a CPA and received

his BS in Accounting from Rutgers University.

Gerald Smith As the Business development Director, Jerry is responsible for new customer acquisition and pursuit of additional Business Development channel relationships.



Jerry joined EC Sourcing Group in 2002 after a 30 year career at AT&T. During his career, Jerry's responsibilities ranged from engineering assignments including the layout of two 350,000 sq.ft. manufacturing facilities and development of telephones to marketing assignments including management of an \$80M line of telephones to the establishment of a \$50M international sales organization.

Jerry holds a degree in Industrial Engineering from Rutgers University and an MBA in Finance from Loyola College.

Tony Poshek Vice President Business Development

As Vice President of Business Development, Tony is involved in all client-facing activities for the company including client satisfaction, growth and acquisition.



Tony has over 13 years of Strategic Sourcing / eSourcing experience. His role as a sourcing and operations practitioner in multiple industries has brought him in contact with buyers and suppliers worldwide.

Prior to joining EC Sourcing Group, Tony held positions at General Electric, FreeMarkets, and Johnson Controls. In his time at FreeMarkets, Tony has provided strategic sourcing expertise to industry giants such as GE, General Motors, Delphi, Visteon, and United Technologies. He has sourced over \$3 Billion of goods/services throughout his career.

While at FreeMarkets, an early pioneer of esourcing, he headed the automotive group - establishing the company's London office and serving US and European-based clients, globally. As one of FreeMarkets earliest employees, Tony is considered to be one of the original trailblazers of eSourcing technology.

Tony earned his Mechanical Engineering degree from the University of Michigan-Ann Arbor.

## Senior Analyst



**Allison Smith** As Senior Financial Analyst, Allison supports both client implementations and background processes, ensuring successful outcomes. Allison supports the account management team and the sales team during both presale and post-sale activities. Allison also helps manage all inbound company leads and the company's global marketing strategies and campaigns.

> Allison has been a part of the EC Sourcing Group team since 2004 and became full time upon her graduation from college in 2007. Allison earned her Economics degree from Bucknell University and is currently working towards her MBA.

d. Provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform.

Please see exhibit (A) Financials

#### 2.13 Period of Contract

The period of contract shall be for one (1) year, with the option to renew for four (4) additional one (1) year periods at the LFUCG's discretion. *Confirmed* 

#### 2.14 Cost Proposal

Proposed Commission for conducting reverse auctions with the following range of final award.

The percentage Commission is charged by the auction service provider to the successful bidder(s).

The auction service provider must bill LFUCG supplier(s) based on actual usage throughout contract or through estimated usage in a one time bill depending upon supplier(s) preference. The LFUCG will not be responsible for providing auction service provider with usage information on any contract awarded using a reverse auction process conducted by the provider.

BID	Α	WARD AMOUNT	% COMMISSION
\$ 0	-	\$ 50,000	2%
\$ 50,001	-	\$ 100,000	2%
\$ 100,001	-	\$ 500,000	2%
\$ 500,001	-	and above	2%

If your commission rates vary from the form provided above, please provide below:

BID AWARD AMOUNT	% COMMISSION
1 Million – 2Million	2%
2 Million - 5 Million	1.50%
5 Million and up	1%

Tiered schedule not back to dollar one.

Indicate minimum bid amount, one-time cost or annual expenditure, for an item or service to be considered for a reverse auction

\$ (	)							

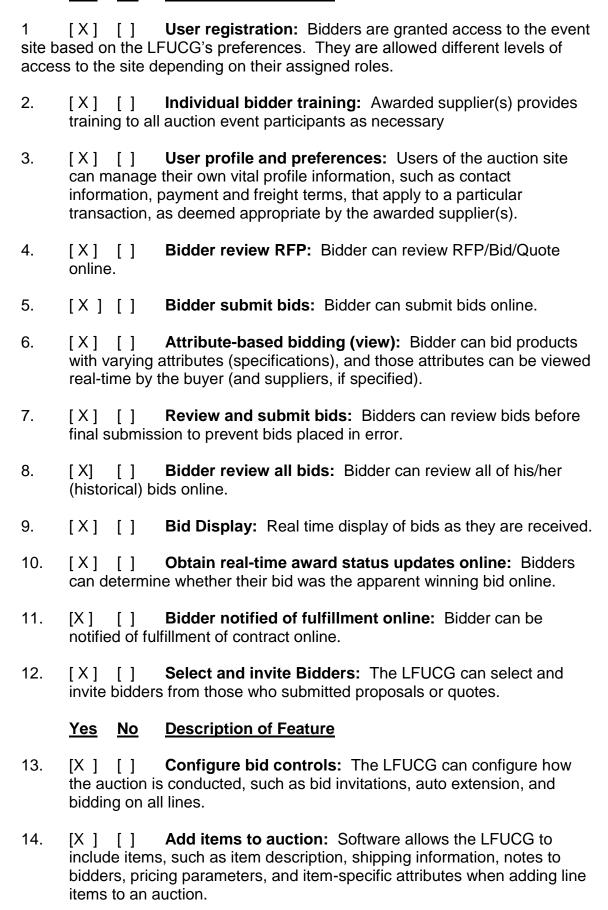
Indicate any fees, one-time or ongoing, that you charge bidders using your auction services:

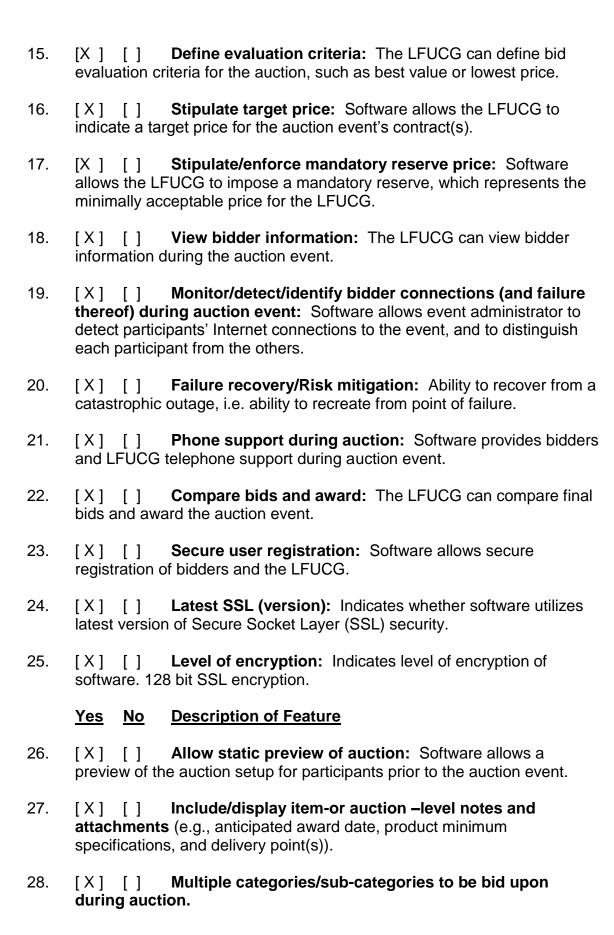
None

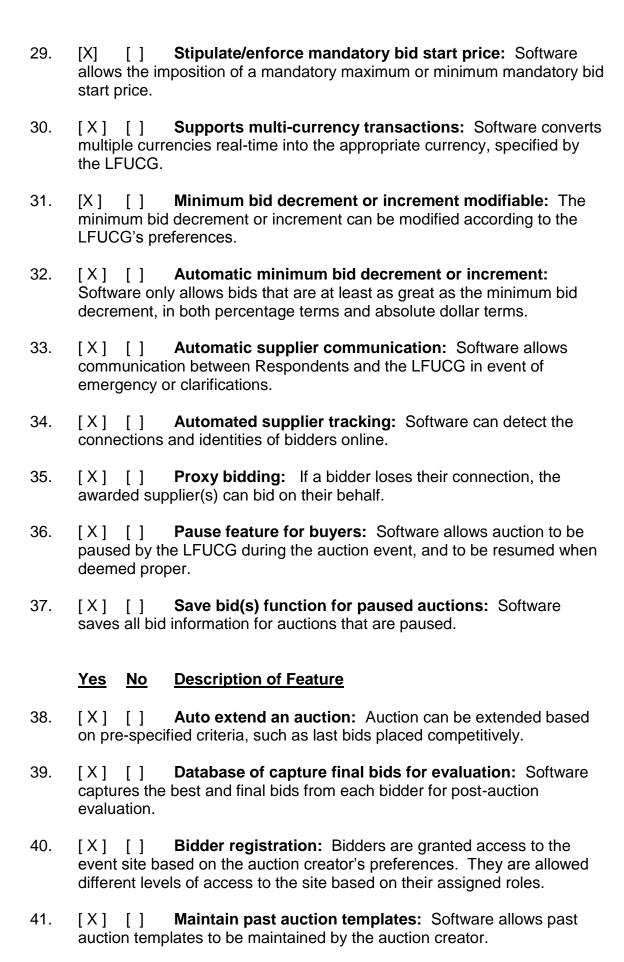
#### **Reverse Auction Functions**

The requirements for reverse auction functions are listed below. The Respondent must demonstrate which of the following elements exist in the offered Reverse Auction service:

#### Yes No Description of Feature







LFUCG to duplicate a past auction for future use.

43. [X] [ ] Display of Bidding Information to Interested Parties: Software configurable (at the option of the LFUCG) to display bidder information, pricing information and other auction attributes at various levels (LFUCG – all bids, bidder - two lowest bids, etc)

Copy previously created auction: Software allows the

42.

[X] []

- 44. [X] [ ] **Automatic refresh:** Software automatically refreshes at the LFUCG indicated time increments.
- 45. [ ] [ X ] **Power bidding:** Software can revise bids automatically for bidders on those items on which they have previously bid. These revisions can consist of a specified percentage or dollar amount.
- 46. [X] [] "Safety net" feature: Software can impose a bid safety net for each bidder, below which the bidder is not permitted to place bids, or prompt bidder to be sure it wants to submit a bid at the specified price.

DED #40 0040 Devenue Avertion Complete									
RFP #10-2012 - Reverse Auction Services									
Consultant/Vendor Name:									
Selection Criteria	Notes	Total Points	Score(1- 5)	Weighted Score	Comment				
Specialized experience and technical competence of the staffing of the firm with the type of service required.		20	0		Weighted Score= (Total Points/5 )xScore				
Capacity of the staffing of the firm to perform the work, including any specialized services, within the time limitations.		15	0		Weighted Score= (Total Points/5 )xScore				
Character, integrity, reputation, judgment, experience and efficiency of the staffing of the firm.		15	0		Weighted Score= (Total Points/5 )xScore				
Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules;		15	0		Weighted Score= (Total Points/5 )xScore				
Familiarity with the details of the project.		15	0		Weighted Score= (Total Points/5 )xScore				
Degree of local employment to be provided by the person or firm.		10	0		Weighted Score= (Total Points/5 )xScore				
Estimated cost of services.		10	0		Weighted Score= (Total Points/5				

				)xScore
Final Technical Score	100	0	0	

DBE Participation(Name)	
DBE Portion(Percentage)	
Affidavit	
Affirmative Action Plan	
<b>EEO Agreement</b>	
Workforce Analysis	
Insurance	

#### **AFFIDAVIT**

Comes the Affiant \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

- 1. His/her name is Jay Hardingham and he/she is the individual submitting the proposal or is the authorized representative of Buy Rite Technologies LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
- 2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
- 3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
- 4. Proposer has authorized the Division of Central Purchasing to verify the abovementioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
- 5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
- 6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

#### Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF New Jussey
COUNTY OF Unitedin
The foregoing instrument was subscribed, sworn to and acknowledged before me by on this the day of, 2012.  My Commission expires:
NOTARY PUBLIC, STATE AT LARGE

DENNY VELAZQUEZ Notary Public State of New Jersey My Commission Expires Jun 25, 2015

#### **EQUAL OPPORTUNITY AGREEMENT**

#### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment

because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government

contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

\*\*\*\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

#### **Bidders**

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Managing Member

Buy Rite Technologies LLC Name of Business

Sigrature

Name of Organization: Buy Rite Technologies LLC

Date: 3 / 16 / 2012

Categories	Total	Wh	White Latino		Black		Other		Total		
		M	F	M	F	M	F	M	F	M	
Administrators		6	1		3						
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service		•		.,							
Para-Professionals	·										
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:		6	1		3						

Prepared by:

lay Hardingham Managing Member

Name & Title

The above figures include Buy Rite Technologies LLC and its' primary contractor's employees.

# DIRECTOR, DIVISION OF CENTRAL PURCHASING LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

## NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street – Room 338 Lexington, Kentucky 40507

## Lexington-Fayette Urban County Government MBE/WBE Participation Goals

#### PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.

#### PART 2 - PROCEDURES

- 2.1 The successful proposer will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, submitters may contact:
  - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each RFP, including information on the scope of work, the preproposal meeting time and location, the proposal date, and all other pertinent information regarding the project.

#### PART 3 - DEFINITIONS

3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

#### PART 4 - OBLIGATION OF PROPOSER

- 4.1 The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 Failure to submit this information as requested may be cause for rejection of the proposal.

#### PART 5 - DOCUMENTATION REQURIED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
  - A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
    - 1. A periodical in general circulation throughout the region
    - 2. A Minority-Focused periodical in general circulation throughout the region
    - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    - 4. Proposer shall include copies of dated advertisement with his submittal
  - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a proposal.

- D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



#### MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

#### LFUCG—Economic Engine Listings

Marilyn Clark

mclark@lexingtonky.gov

859-258-3323

#### Commerce Lexington—

Tyrone Tyra, Minority Business Development

ttyra@commercelexington.com

859-226-1625

#### Tri-State Minority Supplier Diversity Council

Sonya Brown

sbrown@tsmsdc.com

502-625-0137

#### Small Business Development Council

Dee Dee Harbut /UK SBDC

dharbut@uky.edu

Shawn Rogers, UK SBDC

Shawn.rogers@uky.edu

Shiree Mack

smack@uky.edu

#### **Community Ventures Corporation**

James Coles

icoles@cvckv.org

859-231-0054

#### Kentucky Department of Transportation

Shella Jarvis

Shella.Jarvis@ky.gov

502-564-3601

#### **KPAP**

Debbie McKnight

Debbie.McKnight@ky.gov

800-838-3266 or 502-564-4252

Bobbie Carlton

Bobbie.Carlton@ky.gov

#### Ohio River Valley Women's Business Council

Rea Waldon

rwaldon@gcul.org

513-487-6534

#### Kentucky Small Business Connect

Tom Back

800-626-2250 or 502-564-2064

https://secure.kentucky.gov//sbc

## National Minority Supplier Development Council, Inc. (NMSDC)

www.nmsdc.org

#### LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP #10-2012 Reverse Auction Services The

MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Strategic Business Products 908-966-2007 strategicbizprod@aol.com	Billing and collections	Estimated to be for the term of the agreement \$5,000.00	Total value of the contract is unknown and is not guaranteed additionally this service would not directly correspond to the value of the contract
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Buy Rite Technologies LLC

**Company** 3/16/2012

Date

Managing Member

Title

## LFUCG MBE/WBE SUBSTITUTION FORM Bid/RFP/Quote Reference RFP #10-2012 Reverse Auction Services

The substituted MBE/WBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
NA					
2.	V/2				
NA					
3.					
NA			THE THE PROPERTY PARTY P		THE PROPERTY OF THE PROPERTY O
		**************************************			
4.					
NA					
		***************************************	- American		

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Buy Rite Technologies LLC
Company
Date

Company Representative Managing Member Title



#### MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP #10-2012 Reverse Auction Services The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name Strategic Business Products	Contact Person Jeff Douglass	
Address/Phone/Email 51 Taurus Dr Ste 3c Hillsborough, NJ 08844 908-966-2007 strategicbizprod@aol.com	RFP Package / RFP Date 3-16-2012	

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contac	Services to be performed	Method of Communicatio (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA
51 Taurus Dr Ste 3c Hillsborough, NJ 08844	Jeff Douglass	908-966-2007 strategichizprod @aol.com	3-16-20	Billing and collections	Email and phone	\$5,000.00	Female AA

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Buy Rite Technologies LLC

3/16/2012 Date Company Representative



#### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote RFP #10-2012 Reverse Auction Services Total Contract								
Amount A	warded to I	Prime Contr	actor for t	his Project_		<del></del>		
Project Name/ Contract #  Company Name:  Federal Tax ID:				Work Period/Fr	om:	To:		
				Address:  Contact Person:				
						Towns and the same state of th		
,								
,								
of the represent	tations set forth		ny misrepreser	itations may resul	t the information it in the termination and false claims.			
Buy Rite To Company	echnologies ?	LLC	***************************************	Com	pany Repres	entative		
3/16/2012 Date			Managing Member Title					

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote RFP #10-2012 Reverse Auction Services

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

	Attended LFUCG Central Purchasing Eco	onomic Inclusion Outreach Event
	Sponsored Economic Inclusion event to p	rovide networking opportunities
—— Engine	Requested a list of MBE/WBE subcontract	ctors or suppliers from LFUCG Economic
newsp:	Advertised for MBE/WBE subcontractors	s or suppliers in local or regional
X	Showed evidence of written notice of cont MBE/WBE firms at least seven days prior	
<del></del> .	Provided copies of quotations submitted by and/or responses from firms indicating the	
	Provided plans, specifications, and require subcontractors	ments to interested MBE/WBE
***************************************	Other Please list any other methods utilized that	aren't covered above.
result t	ndersigned acknowledges that all information of the contract and/or be subject ning false statements and claims.	n is accurate. Any misrepresentations may ct to applicable Federal and State laws
	te Technologies LLC	Company Representative
3/16/2 <b>Date</b>		Managing Member Title

Quotation # BRT-12-00

Quotation Expires: 30-APR-2012

From: Jeffery Douglass Strategic Business Products 51 Taurus Dr. Suite 3C Hillsborough, NJ 08844

TO: Jay Hardingham

Buy Rite Technologies

18 Cattano Ave.

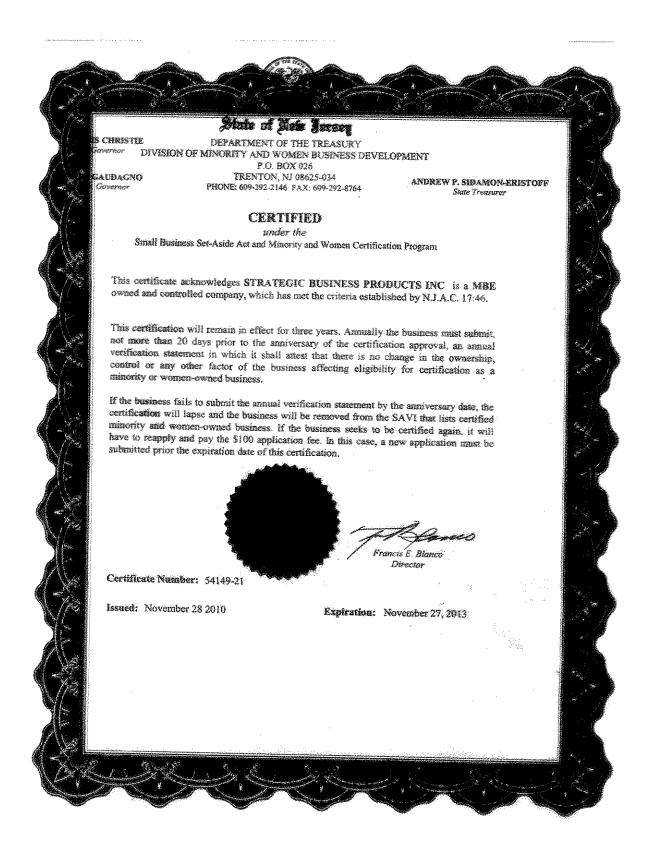
SAME

Deliver To:

Morristown, NJ 07960

Thank you for your inquiry. Strategic Business Products, is pleased to quote as follows:

ITEM	QTY.	U/M	MODEL NUMBER & DESCRIPTION	UNIT PRICE	AMOUNT
1 3 Sec 113	Se; 1 1 .	21771	inches inchises of the cold inch	! III&E	MMOUNT
*********					
*********					
****					
*********					
****					
****					
********					
•					
1	1	ea	To perform and complete Billings Services	\$5,000.00	\$5,000.00
			for RFP # 10-2012 - Reverse Auction Services		



# は形のコスのド

1

# NY AND NJ MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

# Strategic Business Products, Inc

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the NY and NJ Minority Supplier Development Council.

"NAICS Code(s): 424120; 423850; 423430; 423420; 423210

\*\*Description of their product/services as defined by the North American Industry Classification System (NAICS)

October 4, 2011

Certificate Proposition

September 30, 2012

Issued Date

Expiration Date

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: http://www.nmsdc.org

Firm Submitting Proposal: Buy Rite Technologies LLC

Complete Address: 18 Cattano Ave, Morristown, New Jersey 07960
Street City Zip

Contact Name: Jay Hardingham Title: Managing Member

Telephone Number: 866-666-4093 ext. 801 Fax Number: 866-666-

4093

Email address: jhardingham@brtllc.com

### **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
- 6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
- 8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

- 9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
- 10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or

- according to a delivery schedule fixed by the contract:
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services:
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be

signed by a duly authorized officer, agent or employee of the Respondent.

- 16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Managing Member

3/16/2012 Date



# Master Pacsm Insurance Proposal for:

BUY RITE TECHNOLOGIES LLC 18 CATTANO AVE MORRISTOWN, NJ 07960

# For Policy Effective:

03/12/2012 thru 03/12/2013

# 1.5

# Proposal Number:

680-4B906756

# **Proposal Presented By:**

SIAPC LLC 568 SOUTH LIVINGSTON AVE LIVINGSTON, NJ 07039

On behalf of SIAPC LLC and The Travelers Indemnity Company and Its Affiliates, we appreciate the opportunity to provide BUY RITE TECHNOLOGIES LLC with the following policy proposal.

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

This proposal will expire thirty (30) days from the date of creation identified below and is not a binding contract for insurance.

Master Pac Insurance Proposal for: BUY RITE TECHNOLOGIES LLC

# POLICY LEVEL COVERAGES:

(These may be replaced by optional coverages)

# POLICY LEVEL COMMERCIAL GENERAL LIABILITY COVERAGES AND OPTIONS

COVERAGE DESCRIPTION	Limit*/Timeframe
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expenses	\$5,000
Broad Form Property Damage Liability	Included
Insured Contracts (As Defined)	Included
Employee Benefits Liability	Not Covered
Printers Errors & Omissions	Not Covered
Directors & Officers	Not Covered
Damage to Premises Rented to You	\$300,000
Optometrists Professional Liability	Not Covered
Hired Auto	Included
Non-Owned Auto	Included
Liquor Liability (Subject to Premium Audit)	Not Covered
Liability for Non-Owned Watercraft up to 26 Feet	Included
Limited World Wide Liability (Lawsuits brought in	
the US) (As Defined)	Included

Created on 03/09/2012 by SIAPC LLC

<sup>\*</sup>The LIMIT includes any additionally requested limits.

<sup>\*\*</sup>Subject to and not in addition to the applicable Limit of Insurance

Master Pac Insurance Proposal for: BUY RITE TECHNOLOGIES LLC

# POLICY LEVEL PROPERTY, CRIME, AND INLAND MARINE COVERAGES AND OPTIONS

COVERAGE DESCRIPTION	DEDUCTIBLE	LIMIT*/TIMEFRAME	
Animal Floater	N/A	Not Covered	
Appurtenant Buildings and Structures	\$1,000	\$50,000	
Arson & Theft Reward	N/A	\$5,000	
Bailees Coverage	N/A	Not Covered	
Black Bag (Physicians and Dentists)	\$1,000	Included	
Builders Risk	N/A	Not Covered	
New Construction	IVA	Not Covered	
Renovation		Not Covered	
Claim Data Expenses	\$1,000	\$5,000	
Commercial Articles	N/A	Not Covered	
Contractors Equipment	N/A	Not Covered	
Earthquake Limit	N/A	Not Covered	
Electronic Data Processing Equipment and	IN/A	Not Covered	
Data & Media:			
EDP Equipment, Data & Media in Transit	\$1,000	\$5,000**	
Electronic Vandalism	\$1,000	\$5,000**	
Employee Dishonesty	\$1,000	\$25,000	
ERISA Welfare and Pension	N/A	Not Covered	
Expediting Expenses	\$1,000	\$25,000	
Fine Arts	\$1,000	\$25,000	
Fire Department Service Charge	N/A	\$25,000	
Fire Protective Equipment Discharge	\$1,000	\$10,000	
Flood	N/A	Not Covered	
Forgery or Alteration	\$1,000	\$25,000	
Green Building Alternatives - Increased Cost	\$1,000	\$25,000	
Green Building Reengineering &			
Recertification Expense	\$1,000	\$25,000	
Green Business Personal Property Alternatives			
- Increased Cost	\$1,000	\$25,000**	
Installation Floater	N/A	Not Covered	
Newly Acquired or Constructed Property:			
Building	N/A	Not Covered	
Business Personal Property	\$1,000	\$250,000	
Non-Owned Detached Trailers	\$1,000	\$5,000**	
Pollutant Cleanup & Removal	\$1,000	\$25,000 Aggregate	
Preservation of Property	\$1,000	Up to 90 days**	
Temporary Relocation of Property	\$1,000	Up to \$50,000 each loc	
Transportation	N/A	Not Covered	
Common Carrier		Not Covered	
Owned Vehicle		Not Covered	

Created on 03/09/2012 by SIAPC LLC

<sup>\*</sup>The LIMIT includes any additionally requested limits.

<sup>\*\*</sup>Subject to and not in addition to the applicable Limit of Insurance

Master Pac Insurance Proposal for: BUY RITE TECHNOLOGIES LLC

# POLICY LEVEL BUSINESS INCOME AND EXTRA EXPENSE COVERAGES AND OPTIONS:

COVERAGE	DESCRIPTION
COVERAGE	DESCRIPTION

Business Income & Extra Expense Civil Authority for Business Income

& Extra Expense

Civil Authority, Business Income

- Waiting Period

Civil Authority, Extra Expense

- Waiting Period

Loss of Communication Supply Services
Loss of Communication Supply Services

Waiting Period
 Denial of Service Attack
 Dependent Properties

Dependent Properties - Waiting Period

Extended Business Income

Green Building and Personal Property Alternatives

 Increased Period of Restoration Interruption of Computer Operations
 Newly Acquired or Constructed Property: Business Income, Extra Expense
 Ordinance or Law - Increased
 Period of Restoration

Period of Restoration - Waiting Period

LIMIT\*/TIMEFRAME

Actual Loss for 12 Consecutive Months

3 Consecutive Weeks\*\*

24 Hours\*\*

Begins Immediately\*\*

Included\*\*

24 Hours \$25,000 \$10,000 24 Hours 90 Days

30 days

\$25,000 Aggregate

\$250,000

\$25,000

Begins Immediately

Created on 03/09/2012 by SIAPC LLC

<sup>\*</sup>The LIMIT includes any additionally requested limits.

<sup>\*\*</sup>Subject to and not in addition to the applicable Limit of Insurance

Master Pac Insurance Proposal for: BUY RITE TECHNOLOGIES LLC

# DESCRIBED PREMISES LEVEL COVERAGES:

(These may be replaced by optional coverages)

PREMISES 001 BUILDING 001 18 CATTANO AVE MORRISTOWN, NJ 07960

# DESCRIBED PREMISES LEVEL COVERAGES AND OPTIONS

COVERAGE DESCRIPTION	DEDUCTIBLE	LIMIT*/TIMEFRAME
Business Personal Property - Replacement Cost		
Business Personal Property Coinsurance -	\$1,000	\$5,000
Waived	N/A	N/A

# ADDITIONAL DESCRIBED PREMISES LEVEL COVERAGES AND OPTIONS

THE STATE OF THE S				
COVERAGE DESCRIPTION	DEDUCTIBLE	LIMIT*/FIMEFRAME		
Accounts Receivable:				
On Premises	None	43E 000		
Off Premises	None	\$25,000		
Broadened Wind	N/A	\$25,000		
Building Glass	\$1,000	Not Covered		
Debris Removal	\$1,000	Included**		
Earthquake Coverage	N/A	\$25,000 excess of 25% loss		
Electronic Data Processing Equipment and	N/A	Not Covered		
Data & Media	\$1,000	Included in BPP		
Equipment Breakdown:	\$1,000	Included**		
Diagnostic, Power Generating, and		i i i i i i i i i i i i i i i i i i i		
Production Equipment		\$100,000**		
Flood Coverage	See Flood Limit	Not Covered		
Garagekeepers:				
Comprehensive	N/A	Not Covered		
Collision	N/A	Not Covered		
Money and Securities	N/A	Included in BPP**		
Money Orders and Counterfeit Paper				
Currency	\$1,000	Included in BPP**		
Ordinance or Law:	\$1,000	\$25,000		
Outdoor Property Including:				
Bridges, Walks, Roadways, Patios, or Paved Surfaces, Radio & TV Antennas				
Peak Season	\$1,000	\$10,000**		
	\$1,000	25% Seasonal Incr for BPP		
Property Off Premises – Including Transit Personal Effects	\$1,000	Included in BPP**		
	\$1,000	\$25,000		
Personal Property of Others	\$1,000	Included in BPP**		

Created on 03/09/2012 by SIAPC LLC

<sup>\*</sup>The LIMIT includes any additionally requested limits.

<sup>\*\*</sup>Subject to and not in addition to the applicable Limit of Insurance

Master Pac Insurance Proposal for: BUY RITE TECHNOLOGIES LLC

# ADDITIONAL DESCRIBED PREMISES LEVEL COVERAGES AND OPTIONS

COVERAGE DESCRIPTION	DEDUCTIBLE	LIMIT*/TIMEFRAME
Property Floater	N/A	Not Covered
Sewer or Drain Backup	\$1,000	\$25,000**
Signs within 1,000 feet of premises	\$1,000	Included**
Spoilage	N/A	Not Covered
Spoilage - Consequential Loss	\$1,000	Included in BPP**
Trees, Shrubs, Plants and Lawns	\$1,000	\$3,000
Utility Services – Direct Damage:		,
Buildings	N/A	Not Covered
Business Personal Property	N/A	Not Covered
Utility Services - Time Element	N/A	Not Covered
Valuable Papers and Records:		
On Premises	\$1,000	\$25,000
Off Premises	\$1,000	\$25,000

Created on 03/09/2012 by SIAPC LLC

Consult Policy for Actual Terms and Conditions

<sup>\*</sup>The LIMIT includes any additionally requested limits.
\*\*Subject to and not in addition to the applicable Limit of Insurance

Master Pac Insurance Proposal for: BUY RITE TECHNOLOGIES LLC

# **OPTIONAL COVERAGES:**

## POWER PAC<sup>8m</sup>

POWER PAC COVERAGES AND REPLACEMENTS:	LIMIT*/TIMEFRAME
Business Income from Dependent Properties	\$25,000
Claim Data Expense	\$10,000
Electronic Data Processing Equipment and Data & Media:	
EDP Equipment, Data & Media In Transit Electronic Vandalism	\$5, <b>00</b> 0
Newly Acquired Business Personal Property	\$5,000
Newly Acquired – Business Income & Extra Expense	\$500,000
Ordinance or Law – Increased Period of Restoration	\$500,000
Trees, Shrubs, Plants and Lawns	\$25,000
	\$5,000

# POWER PAC COVERAGE ADDITIONS:

Accounts.	Receivable:
/ 1000unita	riccolvable.

•	
Ол Premises	\$100,000
Off Premises	\$100,000
Brands and Labels	•
Computer Fraud	\$25,000
•	\$5,000
Identity Fraud Expense	\$15,000 Aggregate
Lost Koy Congoquantial Laws	4.4/4.4.492.9925

Lost Key Consequential Loss \$500

Ordinance or Law - Extended to Include Tenant Improvements and Betterments Applicable Limited Building Coverage - Tenant Obligation \$5,000 Unauthorized Business Card Use \$5,000 Utility Services Direct Damage \$2,500 Utility Services Time Element - 24 hour waiting period

\$2,500

Created on 03/09/2012 by SIAPC LLC

<sup>\*</sup>The LIMIT includes any additionally requested limits.

<sup>&</sup>quot;Subject to and not in addition to the applicable Limit of Insurance

Master Pac Insurance Proposal for: BUY RITE TECHNOLOGIES LLC

# **OPTIONAL COVERAGES:**

### WORLD BUSINESS ESSENTIALS

MOKED BOSINESS ESSENTIALS	
WORLD BUSINESS ESSENTIALS COVERAGES AND REPLACEN	MENTS: LIMIT*/TIMEFRAME
Business Income and Extra Expense From Dependent Property - Wo	
WORLD BUSINESS ESSENTIALS ADDITIONS:	
Overseas Claim Data Expense	\$5,000
Overseas Fine Arts	\$25,000
Business Income and Extra Expense at Client or Virtual Office	,
Premises Overseas	\$25,000
Overseas Business Travel or Business Personal Property at Client or	•
Virtual Office Premises Overseas	\$25,000
Utility Service - Time Element at Client or Virtual Office Premises Over	erseas \$25,000
Overseas Valuable Papers and Records	\$10,000
Limited Worldwide Liability Coverage – Indemnity Basis	Included
International Hired and Non-Owned Auto Excess Liability	Included

Created on 03/09/2012 by SIAPC LLC

<sup>\*</sup>The LIMIT includes any additionally requested limits.

<sup>\*\*</sup>Subject to and not in addition to the applicable Limit of Insurance

Master Pac Insurance Proposal for: BUY RITE TECHNOLOGIES LLC

# **OPTIONAL COVERAGES:**

### \*XTEND ENDORSEMENT®

Air Craft Chartered with Crew Blanket Additional Insured:

Blanket Waiver of Subrogation Broadened Named Insured

Damage to Premises Rented to You Extension

Extension of Coverage - Bodily Injury

Incidental Medical Malpractice

Increased Supplementary Payments

Injury to Co-Employees and Co-Volunteer Workers (Bodily Injury)

Knowledge and Notice of Occurrence or Offence

Non-Owned Watercraft

Personal Injury

Reasonable Force - Bodily Injury or Property Damage

Unintentional Omission

\* XTEND ENDORSEMENT® replaces any previously mentioned coverage

# INCREASED COVERAGE

included

Lessor of Leased Equipment

Managers or Lessors of Premises

included included

Included

included

Included

\$2,500 Bail Bond

\$500 per day Loss of Earnings

Included included

Increased to 50 Feet

Assumed By Contract

included included

Created on 03/09/2012 by SIAPC LLC

<sup>\*</sup>The LIMIT includes any additionally requested limits.

# Terrorism Risk Insurance Act of 2002 Disclosure – New Business Quotes

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(i) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses is included in the total policy premium. The included charge for insured Losses is indicated below, and does not include any charge for the portion of losses covered by the federal government under the Act.

The Included Charge For Insured Losses Is:

- 4% of your total policy premium if your primary location is in a Designated City (as listed below).
- 2% of your total policy premium if your primary location is <u>not</u> in a Designated City (as listed below).

Designated Cities are:			<del></del>
Albuquerque, NM	El Paso, TX	Miami, FL	San Diego, CA
Atlanta, GA	Fort Worth, TX	Milwaukee, WI	San Antonio, TX
Austin, TX	Fresno, CA	Minneapolis, MN	San Francisco, CA
Baltimore, MD	Honolulu, HI	Nashville-Davidson, TN	San Jose, CA
Boston, MA	Houston, TX	New Orleans, LA	Seattle, WA
Charlotte, NC	Indianapolis, IN	New York, NY	St. Louis, MO
Chicago, IL	Jacksonville, FL	Oakland, CA	Tucson, AZ
Cleveland, OH	Kansas City, MO	Oklahoma City, OK	Tulsa, OK
Colorado Springs, CO	Las Vegas, NV	Omaha, NE	Virginia Beach, VA
Columbus, OH	Long Beach, CA	Philadelphia, PA	Washington, DC
Dallas, TX	Los Angeles, CA	Phoenix, AZ	Wichita, KS
Denver, CO	Memphis, TN	Portland, OR	THOMAS NO
Detroit, MI	Mesa, AZ	Sacramento, CA	<del> </del>

# Created on 03/09/2012 by SIAPC LLC

<sup>\*</sup>The LIMIT includes any additionally requested limits.

<sup>\*\*</sup>Subject to and not in addition to the applicable Limit of Insurance

Master Pac Insurance Proposal for: BUY RITE TECHNOLOGIES LLC

# IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer\_Compensation\_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

THIS PROPOSAL DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

COMPANY QUOTED: TRAVELERS CA	SUALTY INSURANCE COMPANY OF AMERICA	
TOTAL PREMIUM: \$ 592		
Underwritten By: The Travelers Indemnity Company and	d Its Affiliates	
Acknowledged and Accepte	ed By:	
(Signature of the Insured)	On(Date)	<del></del> ·

NOTE: This quotation does not include Technology Errors and Omission (E&O) coverage for your business. Technology E&O coverage is available with limits up to \$5 million through Travelers Global Technology Underwriting Unit. Please contact your Global Technology underwriter if you wish to get a quotation at 1, 888.TEC.XPRS (1.888,832.9777).

Travelers Technology E&O coverage is tailored to protect against damages that you must pay for loss (other than bodily injury, property damage, personal injury, or advertising injury) caused by error, omission or negligent act and resulting from your products or your work.

Created on 03/09/2012 by SIAPC LLC

<sup>\*</sup>The LIMIT includes any additionally requested limits.

<sup>\*\*</sup>Subject to and not in addition to the applicable Limit of Insurance



# Financial Overview

Buy Rite Technologies LLC primary charter is to provide Full Service Reverse Auction Services to organizations that do not have the need or resources to invest in expensive software and or extensive training. Having recognized the need for organizations of all sizes to control costs, Buy Rite Technologies LLC has developed a full service total solution reverse auction service that meets the needs of this market.

Unlike software only companies it provides professional services by contracting both professional services and software providers to deliver a fully integrated procurement solution for its clients.

Buy Rite Technologies LLC has developed and trained highly specialize teams that supports its clients and their projects. Buy Rite Technologies LLC's dedicated independent sales and marketing teams spans North America and plans to expand into Canada and Latin America in 2013.

From a financial and technology prospective Buy Rite Technologies LLC has made significant investments in software and has entered into a number of strategic related agreements. After considerable consideration Buy Rite Technologies LLC chose to enter into a master marketing agreement with EC Sourcing Group on December of 2010 to provide the backbone of its integrated solution. EC Sourcing is Buy Rite Technologies LLC primary software service provider therefore we have elected to also include their financial information for LFUCG's review. The following information has been prepared by licensed CPAs in accordance with attestation standards established by the American Institute of Certified Public Accounts.

# EC Sourcing Group, Inc. Income Statement For year Ended December 31, 2009

		Year Ended		
		12/31/2009		
Client Revenue	72.015.77			
Pilot Fees License Fees	72,015.77 1,277,873.54			
Annual USE Fees	422,633.35			
Consulting Services	20,771.75			
Programming Services	48,780.00			
Referral Fees	6,498.75			
Charge through	498.61			
Gross Client Revenue		1,849,071.77		
Other Income				
Interest	27.14			
Total Other Income		27.14		
Total Revenue		1,849,098.91		
Payroll Related Expenses				
Payroll	1,151,895.00			
Payroll Taxes	94,026.07			
Commissions Health Insurance	84,146.59 125,889.17			
Total	123,009.17	1,455,956.83		
Variable Margin		393,142.08		
Fixed Expenses				
Accounting Fees	478.29			
Auto	36,445.80	Misc:	693.24	
Bank Charges	2,306.69	1 11001	033.2.	
Donations	40.00			
Dues & Subsciptions	2,333.41			
Insurance	26,278.13			
Interest Expense	9,533.77			
Internet Access	102.14			
Legal Fees	816.00			
Marketing	79,531.60			
Meals & Entertainmen	48,307.61			
Office equipment	1,480.56			
Office Related - Other Office supplies	48.31	Office cumplices	0.066.57	
	9,918.26	Office supplies:	9,966.57	
Outside Services Payroll Service	17,246.75 2,437.58			
Postage	519.72			
Printing	J1J.72 -			
Readytalk web conferencing	3,579.02			
Rent	27,189.00			
Software	9,304.19			
Tax Expenses	570.00			
Taxes Paid	2,080.00			
Telephone - Cell	12,684.32	Tele:	21,235.82	
Telephone - Office	8,551.50			
Travel - Air	6,006.83	Travel:	53,257.69	
Travel - Car	516.23			
Travel - Marketing	41,327.78			
Travel - Lodging	4,046.31			
Travel - Misc.	1,360.54			
Utilities Website Certificates	6,511.98			
	6,517.74 47.930.15		Interest & Bank Charges	11 940 46
Website Hosting Misc	47,930.15 653.24		Interest & Bank Charges All Other	404,812.99
Total Fixed Expense	533.24 S	416,653.45	All Other_	416,653.45
Total Expenses		1,872,610.28		
Total Net Income		(23,511.37)		
Non Cash Items				
Depreciation	_			
1/2 M / E	24,153.81			
	2.,133.01			

# EC Sourcing Group, Inc. Income Statement For year Ended December 31, 2010

		Year Ended 12/31/2010		
lient Revenue				
Pilot Fees	85,461.00			
License Fees	1,338,666.19			
Annual USE Fees Consulting Services	483,625.45			
Programming Services	13,010.19 10,900.00			
Referral Fees	-			
ross Client Revenue		1,931,662.83		
ther Income				
Interest	97.87			
otal Other Income		97.87		
otal Revenue		1,931,760.70		
Payroll Related Expenses				
Payroll	1,134,495.00			
Payroll Taxes	90,977.22			
Commissions Health Insurance	106,232.11 142,726,26			
Health Historatice	Total	1,474,430.59		
/ariable Margin		457,330.11		
Fixed Expenses				
Accounting Fees	379.85			550.54
Auto	39,884.04		Misc:	668.64
Bank Charges Donations	2,539.26 552.40			
Dues & Subsciptions	2,261.62			
Insurance	20,362.65			
Interest Expense	8,538.90			
Legal Fees	475.00			
Marketing	117,840.22			
Meals & Entertainment	40,004.75			
Office equipment	12,839.41			
Office Related - Other Office supplies	302.84	Office	a cumplica.	11 122 05
Onice supplies Outside Services	10,819.21 13,416.03	Office	e supplies:	11,122.05
Payroll Service	1,800.00			
Postage	701.07			
Printing	-			
Readytalk web conferencing	3,404.19			
Rent	33,007.00			
Repairs & Maintenance	85.60			
Software Tax Expenses	8,513.64 131.61			
Tax expenses Taxes Paid	1,218.00			
Telephone - Cell	12,119.32		Tele:	19,573.10
Telephone - Office	7,453.78			
Travel - Air	7,884.88		Travel:	61,241.59
Travel - Car	682.77			
Travel - client related	39,735.41			
Travel - Lodging	7,207.72			
Travel - Misc. Utilities	5,730.81 7,780.81			
Website Certificates	7,908.03			
Website Hosting	48,603.45	Interest & Bar	nk Charges	11,078.16
Misc	116.24		All Other	453,222.35 464,300.51
	Total Fixed Expenses	464,300.51		.01,000.01
Total Expenses	Total Fixed Expenses	1,938,731.10		
Total Net Income		(6,970.40)		
. Jul. Het Income		(0,370.40)		





# SAMPLE CONTRACT Reverse Auction Service

Date: 3/18/2012

## Prepared by:

Buy Rite Technologies LLC 18 Cattano Ave Morristown, NJ 07960 1-866-666-4093 x801 908-894-4446 Direct

© Copyright 2012. Buy Rite Technologies LLC. This proposal has been prepared for LFUCG to evaluate Buy Rite Technologies LLC as a potential Web-RFQ/Reverse Auction software and services provider. It contains confidential and proprietary information critical to Buy Rite Technologies LLC's operation. Any use other than that for which it is intended, by any party without the express, written consent of Buy Rite Technologies LLC is strictly prohibited. All of the information contained herein is subject to change and modification by Buy Rite Technologies LLC at any time and without notice. This proposal is valid 90 days from the date submitted to LFUCG.

# **TABLE OF CONTENTS**

1. EX	ECUTIVE SUMMARY	3
1.1	GOALS OF THE BUY RITE TECHNOLOGIES LLC/LFUCG	
2. 0\	/ERVIEW	5
	LFUCG	
	BUY RITE TECHNOLOGIES LLC	
3. ST	ATEMENT OF WORK	6
3.1 3.2	DeliverablesFunctionality	6
3.3	IMPLEMENTATION SCHEDULE (TENTATIVE)	11
4. PF	RICING AND SAVINGS	11
	PRICING OVERVIEWPRICING TABLE	
5. TE	RMS & SIGNATURES	12
5.1 5.2	TERMSSIGNATURES	
6. CC	ONFIDENTIALITY AGREEMENT	13

# 1. Executive Summary

Buy Rite Technologies LLC is excited to offer our E-Sourcing service to LFUCG

By having vendors compete in real-time for your business, we can significantly reduce the cost of capital equipment, services and commodities for LFUCG. In addition to the pricing benefits that direct online vendor competition provides, our platform can reduce the time and expenses involved in the procurement process by approximately 30% to 50%. We provide a forum for quick communication between buyers and sellers, streamlining the entire sourcing process. During the RFI phase of the project we ask the vendors to respond online to your project requirements. Our system then enables you to conduct individual buyer and cross functional team scoring based on the vendors line item responses. During this phase of the process the names of the vendors can be turned off. Each line item has an agreed upon predetermined weighted value. At the end of the scoring process the system will automatically calculate the overall ratings of each vendor. It would be at this time the system administrator would reveal the corresponding vendor names.

This will allow you to even more fairly select which vendors you would like to invite to participate in the live online auction event. During the live auction only the lead vendor will know if they are in the lead position. The other vendors will not know who the lead vendor is or the amount of the current low bid. The bid timing can be set at predetermined interval (typically 5 minutes) and the bidding will continue until there are no further bids or we can extend the bid ourselves. The system tracks and archives every vendors bid. In addition the system allows the vendors to ask questions online during the bidding process and all communications are recorded. At the conclusion we provide a full and complete audit trail that you can access from the system at any time for any reason.

Our team of e-Procurment professionals acts as an "as needed" extension of your purchasing department staff. We work hand in hand with your procurement department to understand what your sourcing goals are, map out the process, build the appropriate bid templates, and conduct your electronic sourcing event.

You will have full access to your system through your current web browser. Buy Rite Technologies negotiation platform streamlines the sourcing process while having a distinct advantage over the traditional sourcing process — it is completely paperless and will provide you with a full and complete audit trail of each vendors bid history. Again, every competing supplier's pricing proposal, terms & conditions and subsequent negotiations and all of the data is collected electronically. Pricing analysis can then be performed almost instantaneously. Terms and conditions from competing proposals can be compared side by side. The speed and accuracy of the complete proposal analysis enables our clients to make equitable, fair and quantifiable vendor selection.

Just as importantly, we combine innovative technology with extensive experience in event sourcing. As a result, we are able to handle all technical details of the sourcing event creation process. Unlike software-only companies, Buy Rite Technologies LLC's services are designed to bring significant price benefits without placing additional burdens on your staff. We create the Web-based RFI/RFP/RFQ/Reverse Auctions to your specifications, run the event on a secure site, and handle all end user training.

Our industry experts are able to do much more than just translate your information into clear, complete Web-based RFI/RFP/RFQ/Reverse Auctions. We are able to provide strategic advice on how the timing and structure of your sourcing event will maximize your purchasing power. Our industry experience also gives us a unique ability to assist you in gaining departmental buy-in for the benefits of the RFQ/RA process. The result is a smooth and efficient process. It ensures your organization is not only getting the absolute best prices but also provides a full and transparent bid history and audit trail. Moving forward, this will create a best practice trading environment for all future sourcing events.

Since we work strictly on a supplier funded model there is no direct cost to our clients.

### Mantra:

**Empowering Purchasing Professionals** 

### Vision:

To remain a privately owned, profitable company that is free to develop the software our clients and potential clients need to solve their supply management hurdles and opportunities. With the rate at which the world is changing daily, it is often difficult to know what financial challenges lay ahead. While this can be of concern to many, with Buy Rite Technologies LLC by your side the current conditions generate endless possibilities for delivering better, faster, risk free sourcing opportunities with sustainable results. We strive to develop our products and service offerings to make our clients more productive and efficient. Our esourcing solutions will have a measurable and positive impact. We accomplish this by making our products and services easy to use without sacrificing functionality. As sourcing practitioners we know how important it is to listen to our client's needs and challenges. By fostering an energetic culture and continual improvement process we are able to quickly respond to the needs of our clients and deliver best in class solutions.

### Mission:

To provide technology solutions that are comprehensive, flexible, and easy-touse that facilitate the tasks and activities performed by sourcing professionals whether they be for sourcing materials and services or finished goods from overseas markets. We will be easy to do business with and will maintain our understanding that each client's ROI defines our success.

### Personnel:

Our personnel are our strength. We deploy highly-educated and skilled individuals to provide our clients with the utmost attention, devotion, and dedication. We care for and about our workforce and train them monthly to keep them apprised of all advancements in the industry. We empower each individual to make decisions with minimal administration oversight.

# Honesty:

We practice a relatively transparent business model, keeping our clients fully informed of the entire situation and ensure that they comprehend all aspects of the association before we solidify any commitment. We strive for long-term relationships and clients who are willing to attain their objectives with our help.

# Reliability:

We meet or exceed each of our goals and promises; otherwise, we do not make them. We do not take lightly our commitments. Adhering to our statements and promises is not a point to be pondered at Buy Rite Technologies LLC; it is an automatic reaction.

# Quality

Quality of service is the foundation of our practice. We use advanced tools and techniques to track all of our projects to ensure that we deliver a strong solution.

# 1.1 Goals of the Buy Rite Technologies LLC/LFUCG

- Reduce cost of capital equipment, supplies, services and commodities for LFUCG
- Reduce time and expenses of the negotiation process for LFUCG
- Improve the transparency of the bid and scoring process for LFUCG

### Overview

### **2.1** LFUCG

Lexington, Kentucky, United States, known as the "Horse Capital of the World," is located in the heart of the Bluegrass region. It is the second-largest city in Kentucky, after Louisville, Kentucky, and the 69th largest in the United States. On January 1, 1974 Lexington became the first municipality in the Commonwealth of Kentucky to form a consolidated city-county government by merging with Fayette County. In 2005, the population estimate given by the U.S. Census Bureau was 268,080. Lexington is home to the Kentucky Horse Park, Keeneland race course, the Red Mile race course, Transylvania University and the University of Kentucky. The area code spells out UKY. UK's basketball program is immensely popular in the city and throughout the state.

# 2.2 Buy Rite Technologies LLC

Buy Rite Technologies LLC uses the power of the internet to dramatically lower the price of capital equipment, commodities and services. Buy Rite Technologies LLC platform coupled with our e-Procurement specialist provides organizations with full service solution that maximizes your purchasing power.

The Buy Rite Technologies LLC sourcing event platform will significantly reduce purchasing costs, streamline the sourcing process, and provide a full audit history of sourcing activities. It enables Requests for Quotes, competitive bidding, bid ranking and analysis, Reverse Auction/Web-RFQs, online negotiation, supplier performance ratings, and other automated sourcing features over the web.

## 3. Statement of Work

### 3.1 Deliverables

Buy Rite Technologies LLC will create a private LFUCG . e-Sourcing Area where your personnel will be able to view all LFUCG sourcing events (current and past), communicate with vendors, compare bids, rate vendors, and select winning bids. Buy Rite Technologies LLC will create all RFQ's and Reverse Auctions based on specs supplied by LFUCG. Buy Rite Technologies LLC will handle all end-user training for LFUCG personnel, purchasing staff and vendors. Buy Rite Technologies LLC will run all sourcing events and be available for technical assistance throughout the sourcing event. Buy Rite Technologies LLC will work with LFUCG in reviewing sourcing event details and selecting vendors.

# 3.2 Functionality

- Surveys with team based score carding
- Sealed Bids
- Forward/Reverse Auctions
- Soft AuctionTM technology
- Configurable Dashboard reporting
- Side-by-side comparison reporting
- Status Reports (on-line and delivered to your inbox)

- Multi-round bids supported (with optional bid feedback)
- User defined bid formulas to perform TCO sourcing
- Excel friendly upload and download from/to excel
- Q&A communications & Project Management
- Pre-populated analytical reports to streamline reviews
- 4 user interface languages (Spanish, French, Portuguese & English)
- Pre-project NDA management (or other terms documents)

# **Additional Reverse Auction Functions**

11.

12.

[X]

[ ]

[X] []

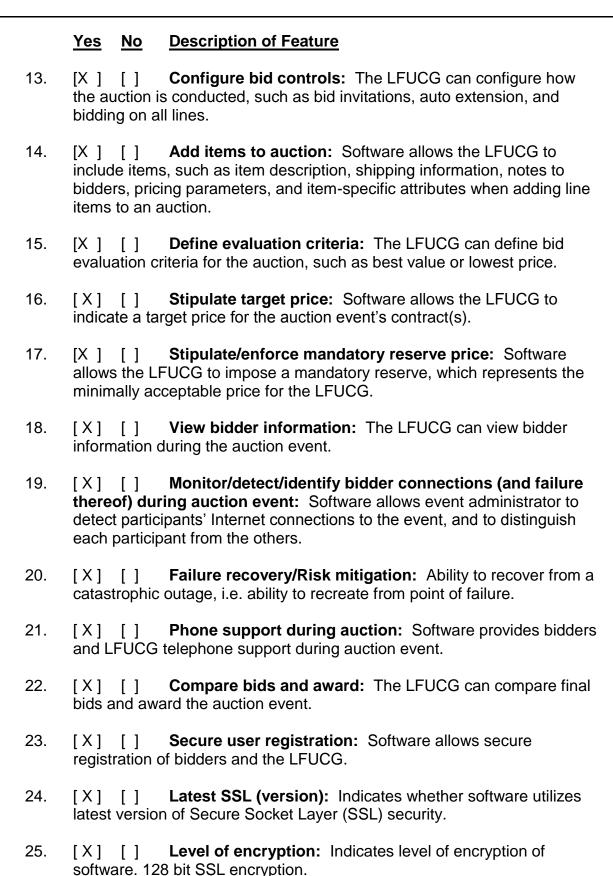
notified of fulfillment of contract online.

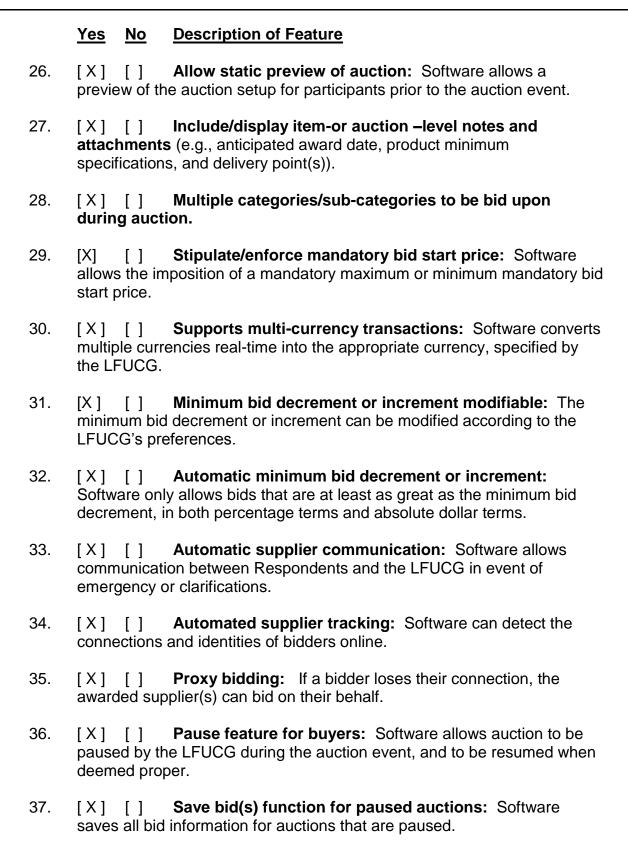
### **Description of Feature** Yes No 1 [X] [] **User registration:** Bidders are granted access to the event site based on the LFUCG's preferences. They are allowed different levels of access to the site depending on their assigned roles. 2. **Individual bidder training:** Awarded supplier(s) provides [X]training to all auction event participants as necessary 3. [X] [] User profile and preferences: Users of the auction site can manage their own vital profile information, such as contact information, payment and freight terms, that apply to a particular transaction, as deemed appropriate by the awarded supplier(s). 4. Bidder review RFP: Bidder can review RFP/Bid/Quote [X] [] online. Bidder submit bids: Bidder can submit bids online. 5. [X][X] 6. [X] [] Attribute-based bidding (view): Bidder can bid products with varying attributes (specifications), and those attributes can be viewed real-time by the buyer (and suppliers, if specified). 7. [X] [] Review and submit bids: Bidders can review bids before final submission to prevent bids placed in error. 8. Bidder review all bids: Bidder can review all of his/her [X] [ ] (historical) bids online. 9. [X] [] **Bid Display:** Real time display of bids as they are received. 10. [X] [] Obtain real-time award status updates online: Bidders can determine whether their bid was the apparent winning bid online.

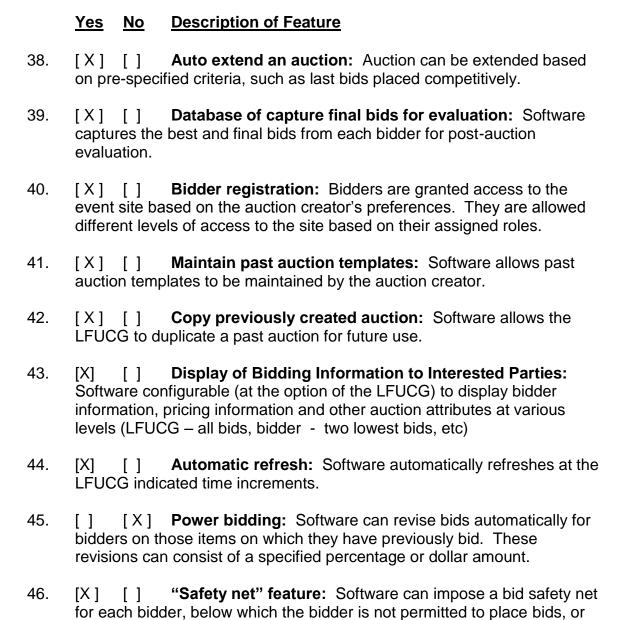
Bidder notified of fulfillment online: Bidder can be

Select and invite Bidders: The LFUCG can select and

invite bidders from those who submitted proposals or quotes.







### Interaction:

Buy Rite Technologies LLC's business model stresses fluid interaction between LFUCG and Buy Rite Technologies LLC's staff. Our goal is to minimize the effort and expense needed by LFUCG staff to realize the benefits of Web-RFQ/Reverse Auction technology.

prompt bidder to be sure it wants to submit a bid at the specified price.

# 3.3 Implementation Schedule (Tentative)

Date	Work plan
Week 1 Week 2 - 3	<ul> <li>Establishment of private LFUCG Sourcing event Area</li> <li>Accounts/Passwords created for LFUCG personnel</li> <li>Initial Program and sourcing event details discussed</li> <li>Training for LFUCG personnel</li> </ul>
	<ul> <li>Creation and review of initial LFUCG Web- RFQ/Reverse Auction</li> <li>Vendor training for initial RFQ</li> </ul>
Week 4	Conduct e-sourcing event

# 4. Pricing and Savings

# 4.1 Pricing Overview

There will be no direct cost to LFUCG. Buy Rite Technologies LLC collects a transaction fee for services of (2%) for the first \$0 - \$1mm of a contract. The amount over and between \$1mm and \$5mm will be at a 1.5% of the contract value and \$5mm and over will then be calculated at the rate of 1% for the first year of the winning bid from the winning vendor for all RFPs; unless a contract is voided and/or there is a change in the commodity or service that makes it not consistent with original RFQ commodity or service (i.e. technology change). Tiered not back to dollar one

BID AWARD AMOUNT	% COMMISSION
\$ 0 - \$ 50,000	2%
\$ 50,001 - \$ 100,000	2%
\$ 100,001 - \$ 500,000	2%
\$ 500,001 - \$ 1,000,000	2%
\$ 1,000,001 - \$ 5,000,000	1.5%
\$ 5,000,001 - and up	1%

This fee covers the establishment of a private LFUCG Online RFP Portal, RFQ creation and support services from Buy Rite Technologies LLC staff throughout the length of the contract, weekly support and presence at LFUCG RFP's, vendor training sessions for all vendors involved in LFUCG RFP's throughout the length of the contract, post-RFP summaries and assistance with final negotiations as needed.

# 4.2 Pricing Table

Deliverable	Cost to LFUCG
Establishment of private LFUCG RFQ/Auction Area	\$0
<ul> <li>Accounts/Passwords created for LFUCG</li> </ul>	
personnel	
<ul> <li>Training for LFUCG personnel</li> </ul>	
<ul> <li>Creation and review of initial LFUCG Reverse Auction/RFP</li> </ul>	
<ul> <li>Training/Demonstrations for Initial Program vendors</li> </ul>	
<ul> <li>Reverse Auctions/RFP's for LFUCG Initial</li> </ul>	
Program	
<ul> <li>Training and demonstrations for LFUCG personnel and vendors</li> </ul>	
Ongoing Reverse Auction/RFP creation and review	
for LFUCG	

# 5. Terms & Signatures

## 5.1 Terms

If the terms of this Proposal are acceptable to LFUCG, as evidenced by LFUCG signature below, then this Proposal shall constitute the Agreement between Buy Rite Technologies LLC and LFUCG under which Buy Rite Technologies LLC shall be LFUCG exclusive provider for Reverse Auction/Online RFQ Services for a period of (1) year, with the option to renew for four (4) additional one (1) year periods at the LFUCG's discretion.

# 5.2 Signatures

Please indicate the acceptance of the above proposal by signing below.

	Buy Rite Technologies LLC	<u>LFUCG</u>
Signature		
Name		
(print)		
Date		

# 6. Confidentiality Agreement

# LFUCG AND BUY RITE TECHNOLOGIES LLC CONFIDENTIALITY AGREEMENT

Buy Rite Technologies LLC ("VENDOR") has expressed interest in receiving information from LFUCG in which LFUCG claims a proprietary interest relating to its business, or includes confidential individually identifiable patient information in order to evaluate a possible agreement for the provision of goods and services to LFUCG. Likewise, LFUCG may express interest in receiving information from VENDOR relating to VENDOR's business that VENDOR considers confidential. Each party has indicated it is willing to disclose such information for purposes of the evaluation provided the other party agrees to hold its proprietary information in confidence. In consideration of the above and intending to be legally bound, each party agrees as follows:

- 1. <u>Information to be Disclosed</u>. It is specifically contemplated that LFUCG will disclose to VENDOR details regarding purchases used at all sites, including which vendors supply these products and pricing information. This information and other confidential or proprietary information relating to either party's information systems, technology, data, computer programs, processes, methods, operational procedures, plans or results, will be referred to in this Agreement as "Confidential Information." Confidential Information may be disclosed orally, in writing, by samples, by inspections, or in tangible medium.
- 2. <u>Time Period for Disclosures</u>. This Agreement shall govern disclosures made to either party which occur beginning on \_4/15/2012.
- 3. Restrictions. Both parties agree to keep Confidential Information secret and confidential and agree not to disclose it to third parties outside its organization without the other party's prior, written permission. Both parties further agree that they will not disclose Confidential Information to anyone within its company other than those employees with a need to know it and who have been informed of the obligations under this Agreement. Neither party will use any Confidential Information for any purpose, other than discussions or business dealings with each other, without the other party's prior, written permission.
- 4. Exceptions. The restrictions of paragraph three (3) of this Agreement do not apply to information that (a) was in party's possession prior to receiving Confidential Information from the other party; or (b) is or later becomes generally available to the public through no fault of the receiving party; or (c) either VENDOR or LFUCG develops the information internally, without reference to Confidential Information; or (d) a party receives from a third party that it believes had the right to disclose information to it.
- 5. <u>Return of Materials</u>. Any party that has received Confidential Information shall return all copies of Confidential Information to the other party within thirty (30) days after request for it by the other party.

- 6. <u>Unauthorized Use</u>. Unauthorized use of Confidential Information is a materials breach of this Agreement resulting in irreparable harm for which the payment of money damages is inadequate. It is agreed that the non-breaching party, upon adequate proof of unauthorized use, may immediately obtain injunctive relief in any court of competent jurisdiction enjoining any continuing or further breaches and may obtain entry of judgment for injunctive relief. The breaching party agrees to indemnify and hold harmless the non-breaching party with respect to any claims and any damages caused by breach of this Agreement.
- 7. <u>Amendments</u>. This Agreement states the entire agreement of the parties regarding Confidential Information, and it cannot be altered or amended without a writing signed by both parties.

	Buy Rite Technologies LLC	<u>LFUCG</u>
Signature	·	
Name (print)		
Date	Signing Date	Signing Date

# Sample Supplier Agreement

**On accessing** Buy Rite Technologies LLC., you automatically enter into, and each sourcing event conducted by Buy Rite Technologies LLC. is subject to, the user agreement on the terms and conditions set out below. This Agreement applies for an indefinite term.

### **Terms and Conditions**

### 1. Modifications

Buy Rite Technologies LLC. is a Website owned by Buy Rite Technologies LLC. Access to this Website and all of Buy Rite Technologies LLC.'s information, databases, materials, content and systems are subject to these Disclaimers and Notices, all of which are subject to change and revision without prior notice. Buy Rite Technologies LLC strongly recommends that Users review this agreement on a frequent basis to check for any changes.

### 2. Disclaimer of Warranties

Buy Rite Technologies LLC provides Buyers and Sellers a place to conduct online RFQs and reverse-auctions (referred to herein as <u>sourcing event(s)</u>) through the Internet. Buy Rite Technologies LLC does not have any control or ownership over the goods or services, which are the subject of the sourcing event. Buy Rite Technologies LLC is not a buyer or seller of the goods and services which are the subjects of the sourcing event. Therefore, we expressly disclaim any and all warranties, implied, written or oral or otherwise, including but not limited to, warranties of title, merchantability, and fitness for a particular purpose and/or non-infringement. We make no representation as to the accuracy or completeness of the information provided by Buyers or Suppliers. We further do not warrant, and are not responsible for, the quality of product/service delivered or for compensation to the Supplier for costs of goods/services provided. Use of the Buy Rite Technologies LLC.'s Website and/or participation in any sourcing events on the Buy Rite Technologies LLC. Website is done solely at the risk of the user.

### 3. User Performance

All Users agree to use honesty and expectable business ethics when using Buy Rite Technologies LLC.'s Website. As a User, you represent and warrant that (a) all information you provide to us is accurate and complete, (b) you have the right and authority, to submit a Bid and/or place a Request for Quote (RFQ), (c) you are 18 years of age or older, (d) all submissions you make are free of viruses, Trojan horses, worms or otherwise damaging software code, (e) you will not use any robot, bot, spider or other automatic or manual process to monitor or copy any pages or data on the Site, (f) any information you provide or action you take will not cause us or any of our affiliates or customers to violate any law, rule or regulation that may apply to such information or action. All submissions must be free of information that could infringe on third party rights, be (i) defamatory, slanderous, or libelous, (ii) obscene, indecent or pornographic, (iii) false, inaccurate or misleading, (iv) fraudulent or (v) counterfeit or otherwise create any liability for us or any of our affiliates or customers. You acknowledge that information sent or posted to our Site by others may be offensive, inaccurate, misrepresented or otherwise potentially damaging. We, therefore, expect that you use common sense and caution when using our Site.

### 4. Indemnification; Limitation of Liability

Because we are not and cannot be involved in Buyer and Seller transactions, in the event that a problem arises with one or more users or with Buy Rite Technologies LLC directly, you agree to defend, indemnify and hold both Buy Rite Technologies LLC and **The City of Lexington** and all of their respective officers, stockholders or other equity holders, directors, employees, agents and affiliates harmless from any and all damages, claims and liabilities or expenses arising from, relating to or incurred in connection with any negligent or illegal act or failure to act by you or any of your affiliates or agents or any failure by you to inform us of any information or fact necessary for us to comply with applicable laws and regulations.

Buy Rite Technologies LLC and The City of Lexington is not liable for direct, indirect,

punitive, incidental, special or consequential damages or losses, including without limitation, lost business opportunities or advantages, lost profits, revenues or savings of any kind, loss of data or loss of use that may arise from the use or misuse of Buy Rite Technologies LLC and it's services or any goods or services purchased on Buy Rite Technologies LLC., whether such claim is based upon breach of contract, breach of warranty, negligence, failure of sale or purchase of goods/materials and regardless whether Buy Rite Technologies LLC knew or should have known of the possibility of such damages. In no event shall Buy Rite Technologies LLC.'s total liability to a user exceed the amount actually paid to Buy Rite Technologies LLC. by the User.

#### 5. Site Operations

Buy Rite Technologies LLC does not guarantee continuous, uninterrupted or secure access to our site or services, and hereby notify users that the site may be disrupted by any number of causes, including but not limited to, acts of God, acts of nature, acts of terrorism, fire, casualty, flood, war, strike, lockout, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, riot, insurrection, sabotage, inability to procure materials, labor, equipment, transportation or energy sufficient to meet our needs, delay in delivery, or any other cause beyond our control, purposeful or accidental actions of individuals or corruptions caused by software.

#### 6. Compliance with Laws

You agree to comply with all applicable laws, regulations, statutes and ordinances regarding the use of Buy Rite Technologies LLC.'s site, including but not limited to false advertising, price fixing, collusion, antitrust activities, taxation, tariffs, export control and unfair competition. Users are responsible for paying all applicable costs, taxes, tariffs or other fees, which may accrue as a result of using its site. Buy Rite Technologies LLC is also not responsible for the calculation, reporting or assuring remittance of any such taxes or other charges.

#### 7. Copyright and Trademark

The content, information, graphics and designs appearing on the <u>Buy Rite Technologies LLC</u>. Website are the sole property of Buy Rite Technologies LLC. Buy Rite Technologies LLC is the sole owner of the trademark and the service mark Buy Rite Technologies LLC. Such items are not to be stored, transmitted, published or copied in any fashion without the prior written permission of Buy Rite Technologies LLC.

### 8. Privacy and Security

Buy Rite Technologies LLC is sensitive to the issue of confidentiality of the information provided to us by Users on its site. We will take steps necessary to protect information that may be proprietary, confidential or both. As a user of Buy Rite Technologies LLC.'s site you agree not to disclose information gathered for any purpose other than that which it is intended. While we strive to protect all information that is entrusted to us Buy Rite Technologies LLC cannot control the actions of Users, such as a breach of this agreement. In such a case Buy Rite Technologies LLC. will not be responsible for damages; punitive, incidental consequential or otherwise, as it relates to a breach of confidentiality.

### 9. Links and Third-party content

The site contains links to third party web sites not under our control or influence. The presence of these links on our site are not intended as, and are not to be construed as, our endorsement of these sites or any site linked to them. We specifically disclaim any responsibility for the accuracy, reliability, legality or legitimacy of such websites. You further agree not to provide any links to or from any page on our site to any other point without our prior written permission.

#### 10. Termination

We reserve the right, in our sole discretion, to refuse membership, or to suspend, or terminate any member's account at any time and for any reason or no reason. We are not granting you any rights or license to this Website or any of its content. If you breach any terms and conditions in the agreement, it may lead to termination of your abilities to post, view or bid on RFQs. Users may also terminate their own accounts by sending us a notice at info@BRTLLC.com Termination shall not relieve your obligation to pay applicable fees that have accrued or will otherwise be owed by you under this agreement.

#### 11. Governing Law

New Jersey Law shall control all issues relating to the execution, performance and/or breach of

this AGREEMENT as well as the dealings and relations between parties.

### 12. Interpretation; Severability; Waivers

The headings in this User Agreement are used solely for reference purposes and have no legal or contractual significance. If any provision of this agreement is held to be invalid, then such provision will be construed, as nearly as possible, to reflect the intent of the parties; and the remaining provisions will continue to be valid and enforceable. Further, Buy Rite Technologies LLC.'s failure to exercise or enforce any rights or provisions of this Agreement upon a breach by Users will not and does not waive our rights to act with respect to similar or subsequent breaches. Nothing in this Agreement affects any statutory rights of the User that cannot be waived or limited by contract.

#### 13. Terms and Pricing

For its service, Buy Rite Technologies LLC charges a fee to the Supplier based on the value of the transaction. The Supplier agrees to pay Buy Rite Technologies LLC. according to the following terms which are subject to change at any time without notice:

Payment is due in U.S. currency at the conclusion of a successful sourcing event. A sourcing event shall be considered successfully concluded if a Buyer accepts your bid on an RFQ or reverse auction. When a Buyer chooses a bid, the Supplier posting the bid becomes liable to Buy Rite Technologies LLC for the "Fee for Services", as described below. All fees are exclusive of all excise, sales, use, transfer and other taxes and duties imposed with respect to the services provided by Buy Rite Technologies LLC by any federal, state, municipal or other governmental authority. All of which taxes must be paid by Supplier. Supplier is responsible for obtaining and providing to us any certificate of exemption or similar document required exempting any sale from sales, use or similar tax liability.

Fee for Service	
0-1 Million	2%
1 Million - 5 Million	1.50%
5 Million and up	1%

#### Tiered schedule not back to dollar one.

Within thirty (30) days after the close of a sourcing event, the buyer is required to inform us which Supplier it has chosen to award the contract to. This Supplier then automatically, upon the issuance of a legal and binding agreement from the Buyer, extends its irrevocable permission to be liable for the Fee for Services, listed above. You may withdraw any bid during the course of the sourcing event. Any bids remaining will be considered contractually binding. Additionally, any agreement that arises regarding a given item or contract listed in a sourcing event on Buy Rite Technologies LLC shall remain binding no matter what variation occurs after the close of the sourcing event. Fees not paid within 60 days of the due date shall bear interest at the rate of 1.5% per month or the maximum amount permitted by applicable law, until paid.

Fee Collection for Commodity Contracts: For multi-year commodity contracts, Buy Rite Technologies LLC collects a Fee for Services as out lined in the above "Fee for Services" table of the first year of the contract. The fee is billed quarterly, based on actual sales at the prices quoted in the winning vendor's bid, as compiled from vendor and client sales reports. Any over or under-charge in the initial payment will be credited to the second quarter payment. Supplier agrees to provide quarterly sales reports of all business transacted pursuant to this Agreement for the applicable period collected by it. All Fees and reports are to be submitted no later than thirty (30) days following the last day of the quarter for which the report is being submitted.

**Fee Collection for Capital Equipment:** For capital equipment contracts, Buy Rite Technologies LLC collects a Fee for Services, Based on the above "Fee for Services" table billed in total within 30 days of the issuance of a legal and binding agreement (i.e. a Purchase Order or Signed Contract) from the Buyer.

Fee Collection for Service Contracts: For service contracts, Buy Rite Technologies LLC.

collects based on the above "Fee for Services" table of the first year of the contract, billed in total within 30 days of the issuance of a legal and binding agreement (i.e. a Purchase Order or Signed Contract) from the Buyer.

Please send all sales reports and payments to the following address:

Accounts Receivable Dept. **Buy Rite Technologies LLC** 18 Cattano Ave Morristown, NJ 07960 info@BRTLLC.com

#### 14. AGREEMENT

This is a legal contact that forms a binding agreement between you, the USER, and Buy Rite Technologies LLC. Inc., d/b/a Buy Rite Technologies LLC. By using the Buy Rite Technologies LLC website and /or taking part in any capacity in sourcing events conducted on the Buy Rite Technologies LL. website, Users are considered to have read, reviewed, agreed to and understood the terms and conditions of this Agreement. The moment you click the ACCEPT button, you expressly acknowledge without modification acceptance of all provisions of this Agreement. Users who do not click the ACCEPT button or who click the DO NOT ACCEPT button will not be allowed entry to the Website and therefore are prohibited from its use. Buy Rite Technologies LLC., suggests that you print a copy of this Agreement for your records and reminds you that we reserve the right to change this Agreement at any time without notice and any such changes will be binding upon you. Any term or condition of a document provided to us by Supplier which is in any way different from, inconsistent with or in addition to the terms and conditions set forth herein will not become a part of the contract between us and Supplier or be binding upon us. To the extent that this document may constitute an acceptance, this acceptance is expressly conditioned upon Supplier's assent to the terms and conditions set forth in this document.

Buy Rite Technologies LLC.'s website is designed for use by a community of professionals as a safe electronic marketplace. It is a tool to use the latest and most beneficial aspects of the World Wide Web and its content. As such we ask that all visitors to our site be respectful of other's time, trust and efforts. As a community members should use integrity, respect and understanding when transacting business.



# Marketing Material

Buy Rite Technologies LLC has set-aside an amount of \$1,000.00 for add specialty items to assist LFUCG in marketing its Reverse Auction Services program. We truly believe that the suppliers and internal users will embrace the program.

Buy Rite Technologies LLC will collaborate with LFUCG to develop both internal and external communication material this would include but not limited to the following:

Kickoff meeting material

Add specialties, i.e.: pens, mouse pads, tee shirts, golf balls, hats, etc



Sample Mouse Pad

Power Point presentations for suppliers

Power Point presentations for internal customers and performance reviews

Videos- Buy Rite Technologies LLC has internal production capabilities allowing us to produce training videos for both LFUCG personal and suppliers. These are hosted on a private website for our clients. Please see live example at:

http://www.screencast.com/t/aqUNhnKnlsJJ



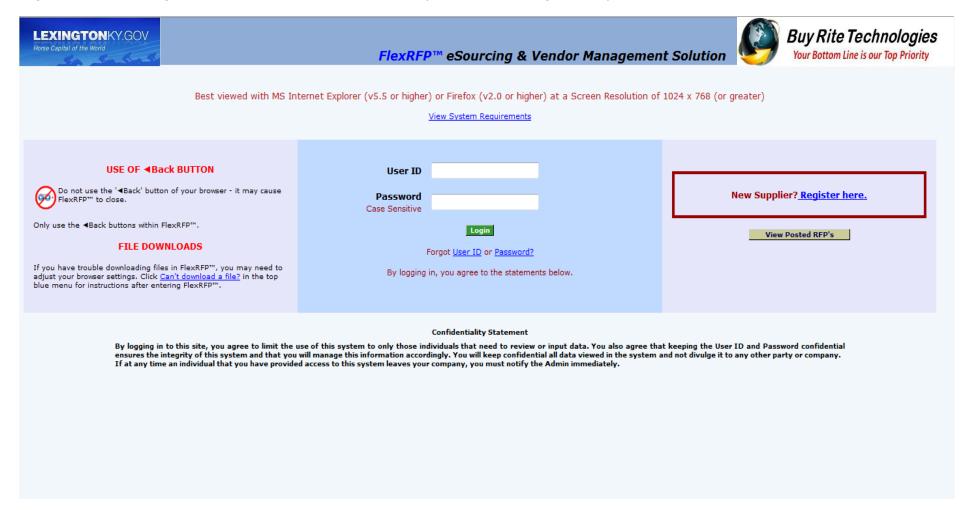


The attached pages contain screen prints of the RFI, RFP/Q, and related analysis reports from a few different example projects within our demo website. These projects contain sample data; however, the reports and screen views are available to LFUCG. The following report will show LFUCG how can brand the site with your logo.

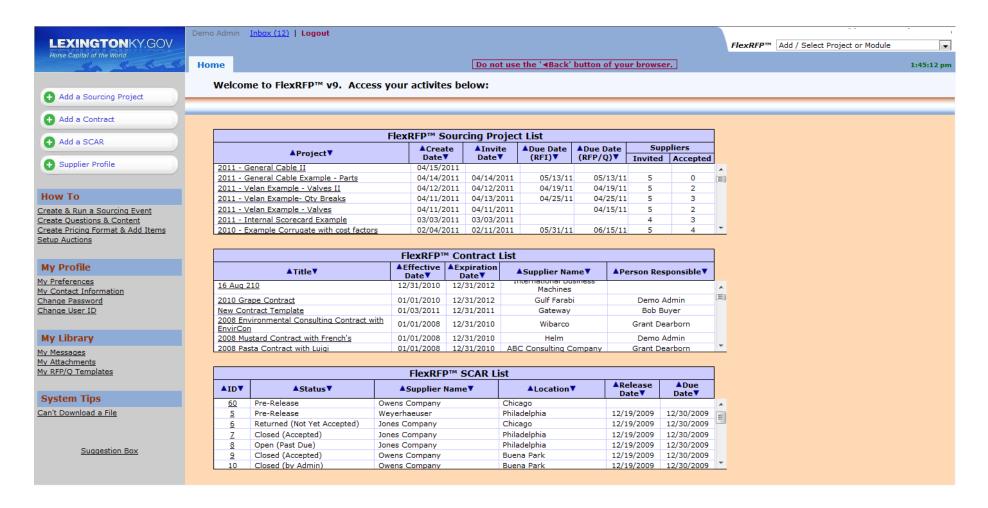
We have provided more screen prints than you requested. Summary of Screen Prints included:

Screen Name / Purpose	Page Ref
Login Screen	Page 2
Home Screen	Page 3
Project Central	Page 4
Supplier view of RFI content	Page 5
RFI Reports – RFI Scorecard Report	Page 6
RFI Team Scoring Screen	Page 7
RFI Reports – All questions and answers	Page 8
RFI Reports – All Questions no answers (for preview pre-launch)	Page 9
RFI Reports – Team RFI Scoring summary	Page 10
Supplier view of RFP bid Screen	Page 11
RFP/Q Item list – lists items sent out for bid in report format	Page 12
RFP/Q baseline data report (items with baseline data & projected spend)	Page 13
RFP / Auction Analysis report – summary of Savings	Page 14
RFP / Auction Analysis report – detailed report by item (suppliers in columns)	Page 15
RFP / Auction Analysis report – detailed report by item – using subtotal only	Page 16
feature to view a summarized report	
RFP/ Auction Analysis report – detailed report by item (suppliers in rows)	Page 17
RFP Analysis report – for comparing bids across bid options	Page 18
RFP Analysis report – for comparing bids across bid rounds	Page 19
Supplier Bid Feedback Report for multiple round RFPs	Page 20
Find items with no bids or items with just one bid	Page 21
RFP & Auctions savings report (separates savings between RFP & Auction)	Page 22
Auction Basket Savings (for auctions performed at the basket or lot level)	Page 23
Download Data feature	Page 24
Response Status Report – viewable by team only	Page 25
User list report with intent to bid information included	Page 26
Project Dashboard Report	Page 27
FlexRFP Status Email example report	Page 28
Supplier view of RFP bid screen with multiple round RFP in use	Page 29
Team Auction Viewing screen (with Graph)	Page 30

Login Screen: Your logo on the screen and the Confidentiality Statement configured to your needs.

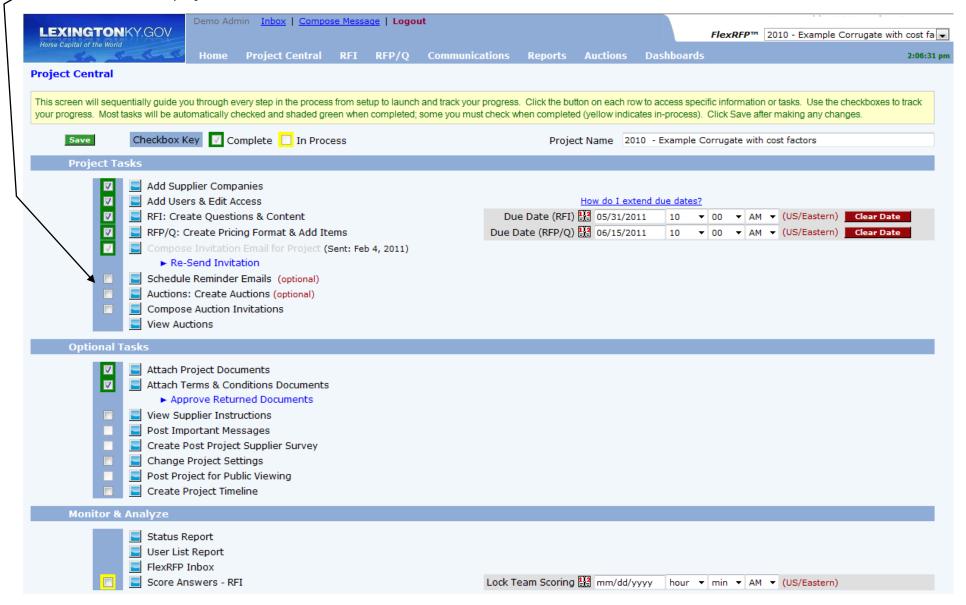


<u>Home Screen:</u> The user "Home" screen includes useful information such as: List of all projects with key dates, User tips sections, "how to" section, User preferences section, and Easier access to other modules within the FlexRFP suite, if applicable (i.e. Contract Management, Supplier Corrective Action Reporting)



Project Central Screen: Screen used by Project Administrator to execute and manage all the tasks associated with an event.

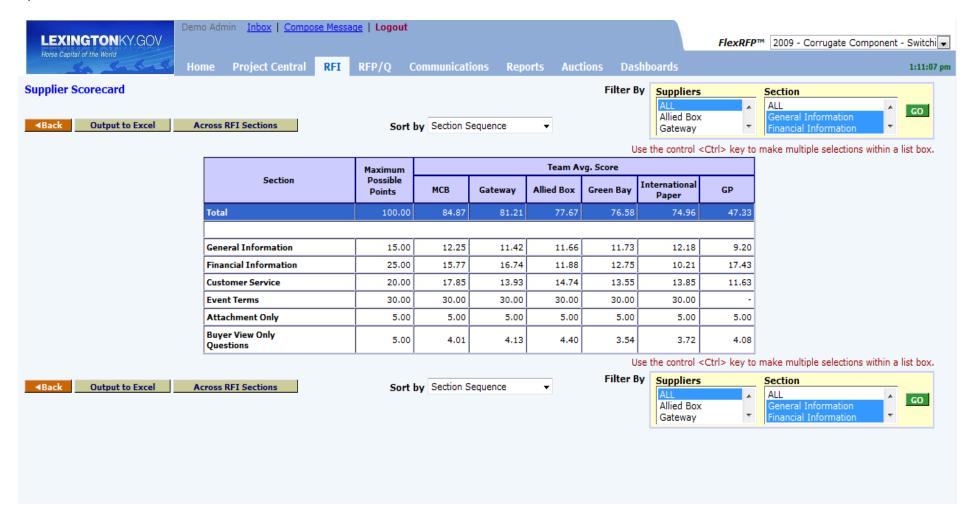
- Allows the project admin or leader to keep track of task completion
- Use the create project timeline feature to create a list of tasks that are outside of FlexRFP™



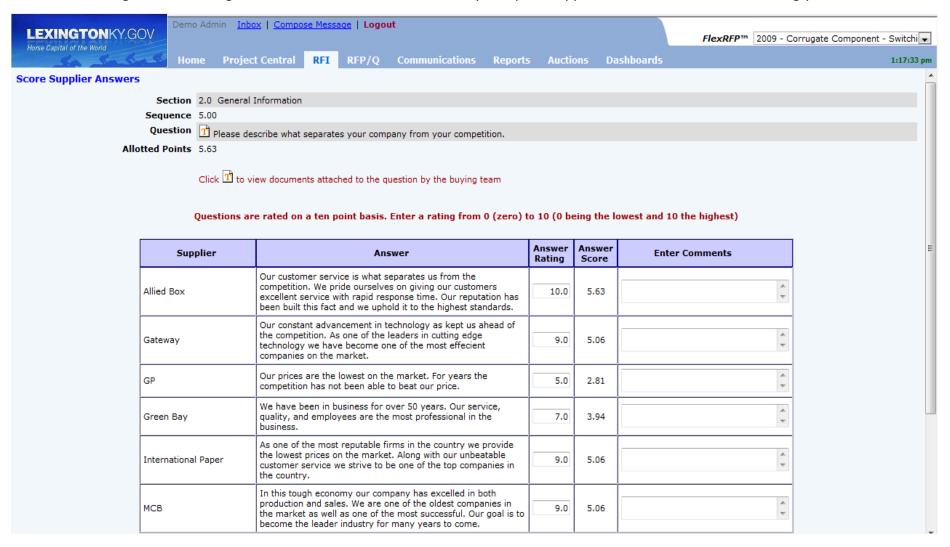
<u>Supplier RFI Screen:</u> Viewable by you when logged in as the admin so you can preview the RFI content as bidders will see it - Giving you the chance to ensure that it reads as you prefer, make edits (see edit buttons, etc.).

XING e Capital of	TONK	Y.GOV Demo Admin Inbox   Compose Message   Logout Flexible   Compose Message   Compo	<b>RFP™</b> 2010 - Example Corru	gate with cost fa ▼
e Capitai ui	the World	Home Project Central RFI RFP/Q Communications Reports Auctions Dashboards		2:07:57 pn
POLIC	CIES, PRO	OCEDURES, AND ATTACHMENTS		
		1 Policies and Procedures		
1.00	answer	Please read the attached Policies and Procedures, and answer YES below if you agree with these terms.	Yes or No	
		Additional Supplier Attachments		
		Please attach the following (3) documents below:		
2.50	answer	- Your ABC certification	Attachment Only	
		- Your DEF insurance form	,	
		- Your XYZ document (attachment allowed)		
		<b>™</b> EXAMPLE DOCUMENT FOR SUPPLIER TO SIGN AND RETURN		
3.00	answer	As a requirement of this RFI, the selected Supplier must agree to accept COMPANY A's Confidentiality Agreement as provided below.	Attachment Only	
		Please download, sign, and re-attach the signed copy of: Confidentiality Agreement (attachment allowed)		
GENER	RAL AND	QUALITY INFORMATION		
1.00	answer	REQUIRED QUESTION: Are you ISO certified? And please attach your certification. (attachment allowed)	Yes or No	
2.00	answer	REQUIRED QUESTION: Will you allow COMPANY A to conduct a quality audit of your operations?	Yes or No	
		REQUIRED QUESTION: Do you provide any self-assessment scorecards to your customers?		
3.00	answer	If yes, please attach an example.  (attachment allowed)	Yes or No	
4.00	ancwor	REQUIRED QUESTION: Is someone in your organization responsible for quality?	Multiple Obside	
4.00 ar	Ple	Please answer Yes/No below. If "no", please explain how your organization monitors quality.	Multiple Choice	
5.00	answer	REQUIRED QUESTION: Do you have clearly written directives that establish the responsibility, authority, and policy of your quality management system?	Yes or No	
6.00	answer	REQUIRED QUESTION: Do you supply clients with more than one ship-to location?	Yes or No	
7.00	answer	REQUIRED QUESTION: Do you have a Disaster Recovery Plan / Business Continuity Plan in	Yes or No	

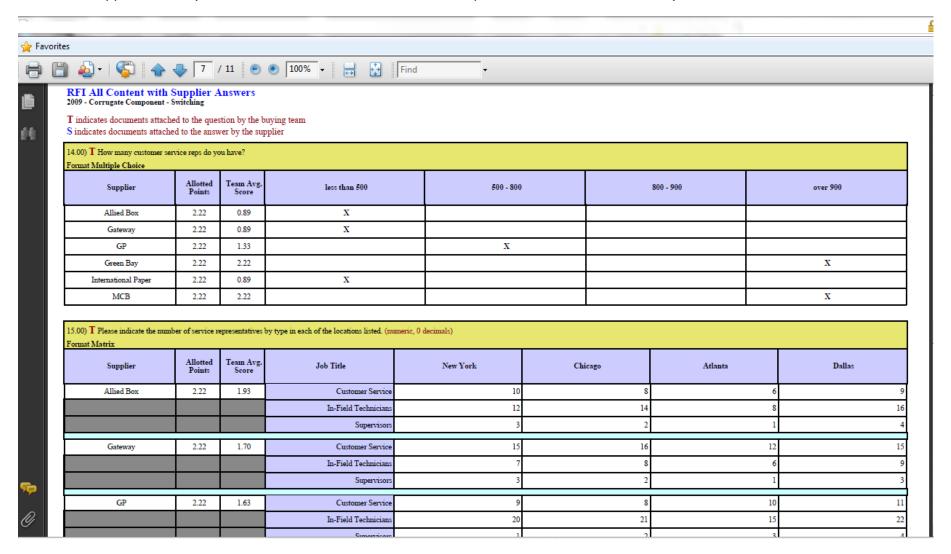
RFI Scorecard Report: Used to see the most qualified vendor based on the RFI scoring – displays total possible RFI points and then points by bidder.



<u>Team RFI Scoring Screen:</u> Designed to allow team members to easily compare supplier answers and score accordingly.



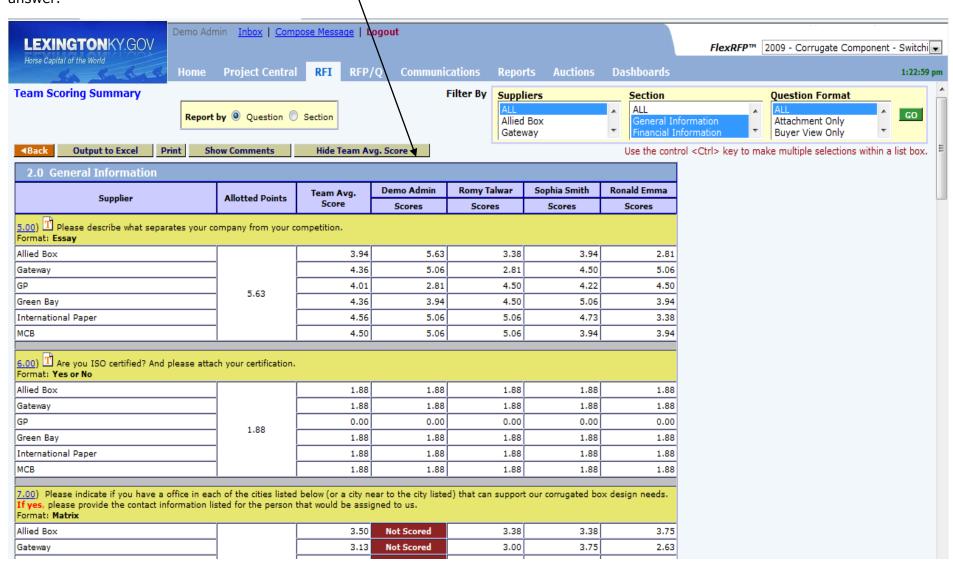
RFI Questions and Answers Report: Displays each RFI question with all supplier answers along with allotted points and the system calculated supplier score. (This view is the version that has been exported from FlexRFP™ to PDF).



<u>RFI Questions report – no answers (for preview by the team before project launch):</u> Displays all questions and content within the RFI so team members can review it.

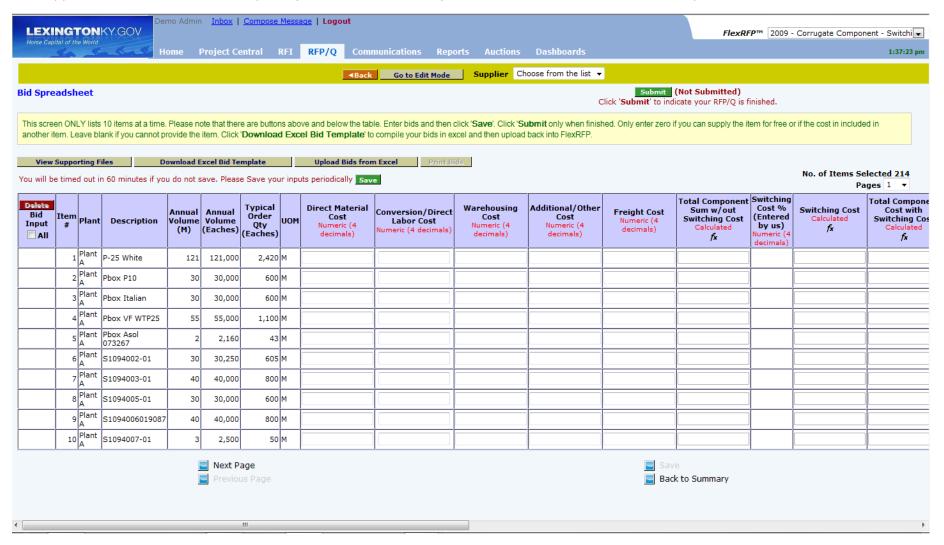
LEXINGTONKY.GO		ox   Compose Message	Logout			FlexRFP™ 2009 - Corrugate Component - Switchi ▼
Horse Capital of the World						Trexit P 2009 - Corrugate Component - Switchile
SA SELS	Mome Projec	t Central <b>RFI</b> R	FP/Q Communications	Reports Auction	s Dashboards	12:02:44 pm
All Content without Supp	plier Answers				Filter B	
<b>⊲Back</b> Print Output to	o Excel Output to P	DF				ALL Attachment Only
Click 🗖 to view documents at	tached to the question by	the buying team				Financial Information Buyer View Only  Use the control <ctrl> key to make multiple selections within a list box.</ctrl>
2.0 General Information	on					
5.00) T Please describe what	separates your company f	rom your competition.				
	t Essay	,	7			
	1000 characters max	<u> </u>				
Allow suppliers to attach file:	s <b>No</b>					
Allotted Points	s <b>5.63</b>					
6.00) T Are you ISO certified	? And please attach your co	ertification.				
	t Yes or No					
Answer to receive credi	t Yes					
Allow suppliers to attach file	s Yes					
Allotted Points	s <b>1.88</b>					
7.00) Please indicate if you hav	re a office in each of the ci	ties listed below (or a cit	v near to the city listed) that can	support our corrugated	oox design needs. If ves,	
please provide the contact infor	mation listed for the perso	on that would be assigned	d to us.			
	t Matrix					
	Alphanumeric - 100	characters max				
Answers Required All Fields						
Allow suppliers to attach file						
Allotted Points			- 4.11	-66 -1		
City	Yes / No ?	Our Contact Person	Email Address	Office Phone #	Fax #	
Chicago						
Detroit						
Pittsburgh						
Philadelphia						
New York City						
Buffalo						
Cleveland						
Baltimore						
Boston						
8.00) How many years have	e you been in business ?					
Forma	t Single Answer					
Answer type	Numeric - 0 decimal	places				-

RFI Team Scoring Report: Illustrates each team members' score and then the Team average score for each RFI question and each supplier answer.



Supplier RFP/Q Bid Screen: Screen used by suppliers to enter their bid information. Other items to note:

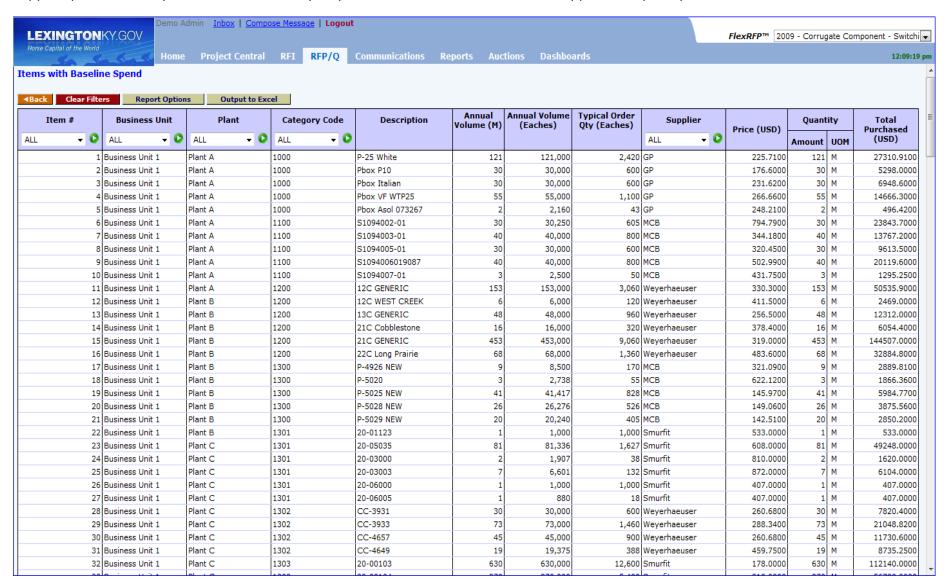
- The buyer team member can upload items from Excel or Access into FlexRFP™
- Buyers can add in switching costs or other costs to gross up certain supplier bid amounts (see column below for switching). Column could be hidden from suppliers also.
- Buyers also have the ability to define certain columns as formulas (see columns total Component sum)
- Suppliers on download a bid template (see button on screen); enter their bids in excel and then upload them into FlexRFP™



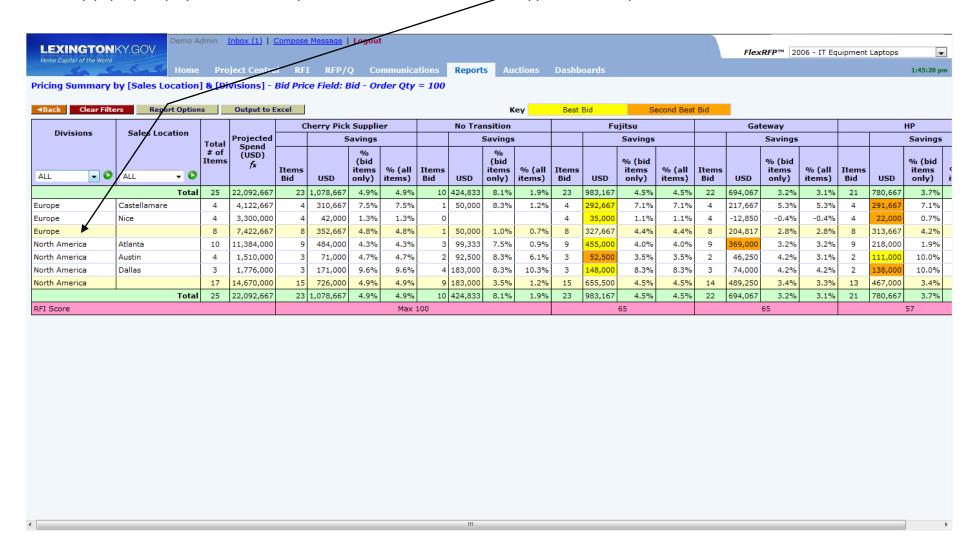
RFP/Q Item list report: Lists all items you are sending out for bid in a report. Notice that many of the columns contain filters. Also, since you have the option to name and decide how many 'item data' columns you need (and this varies by project), this report will only include the data elements you want. Lastly you are able to upload your item data from excel to populate FlexRFP<sup>TM</sup>

EXINGTONK		min <u>Inbox</u>   <u>Compose</u>	: Message   Logout				FlexRFP™ 2009 - Corruga	te Component - Switc
rse Capital of the World		Project Central	RFI RFP/Q Co	mmunications Reports Auct	ions Dashboards			12:06:
t of Items								
Back Clear Filters	Report Options	Output to Excel						
Item #	Business Unit	Plant	Category Code	Description	Annual Volume (M)	Annual Volume (Eaches)	Typical Order Qty (Eaches)	UOM
L 🔻 🔾	ALL ▼ O	ALL ▼ O	ALL ▼ O					ALL ▼ C
1	Business Unit 1	Plant A	1000	P-25 White	121	121,000	2,420	М
2	Business Unit 1	Plant A	1000	Pbox P10	30	30,000	600	М
3 [	Business Unit 1	Plant A	1000	Pbox Italian	30	30,000	600	М
4	Business Unit 1	Plant A	1000	Pbox VF WTP25	55	55,000	1,100	М
5	Business Unit 1	Plant A	1000	Pbox Asol 073267	2	2,160	43	М
6	Business Unit 1	Plant A	1100	S1094002-01	30	30,250	605	М
7	Business Unit 1	Plant A	1100	S1094003-01	40	40,000	800	М
8	Business Unit 1	Plant A	1100	S1094005-01	30	30,000	600	М
9 1	Business Unit 1	Plant A	1100	S1094006019087	40	40,000	800	М
10	Business Unit 1	Plant A	1100	S1094007-01	3	2,500	50	М
11	Business Unit 1	Plant A	1200	12C GENERIC	153	153,000	3,060	М
12	Business Unit 1	Plant B	1200	12C WEST CREEK	6	6,000	120	М
13	Business Unit 1	Plant B	1200	13C GENERIC	48	48,000	960	М
14	Business Unit 1	Plant B	1200	21C Cobblestone	16	16,000	320	М
15	Business Unit 1	Plant B	1200	21C GENERIC	453	453,000	9,060	М
16	Business Unit 1	Plant B	1200	22C Long Prairie	68	68,000	1,360	М
17	Business Unit 1	Plant B	1300	P-4926 NEW	9	8,500	170	М
18	Business Unit 1	Plant B	1300	P-5020	3	2,738	55	М
19	Business Unit 1	Plant B		P-5025 NEW	41	41,417	828	М
20	Business Unit 1	Plant B		P-5028 NEW	26	26,276	526	
	Business Unit 1	Plant B		P-5029 NEW	20	20,240	405	
-	Business Unit 1	Plant B		20-01123	1	1,000	1,000	
-	Business Unit 1	Plant C		20-05035	81	81,336	1,627	
	Business Unit 1	Plant C		20-03000	2	1,907	38	
	Business Unit 1	Plant C		20-03003	7	6,601	132	
	Business Unit 1	Plant C		20-06000	1	1,000	1,000	
	Business Unit 1	Plant C		20-06005	1	880	18	
-	Business Unit 1	Plant C		CC-3931	30	30,000	600	
	Business Unit 1	Plant C	1302	CC-3933	73	73,000	1,460	
-	Business Unit 1	Plant C	1302	CC-4657	45	45,000	900	
	Business Unit 1	Plant C	1302	CC-4649	19	19,375	388	
	Business Unit 1	Plant C		20-00103	630	630,000	12,600	
	Business Unit 1	Plant C		20-00104	270	270,000	5,400	
		Plant C		20-00104	80	80.000	1,600	

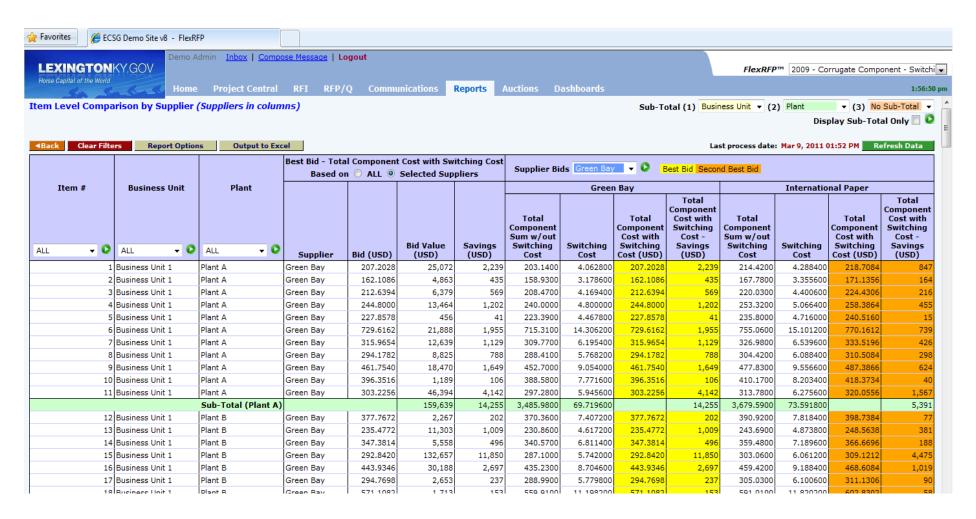
RFP/Q Baseline Data Report (contains item data plus baseline data – if provided by you): The supplier column below is the baseline supplier per item and you do have the ability to provide more than one baseline supplier and price per item.



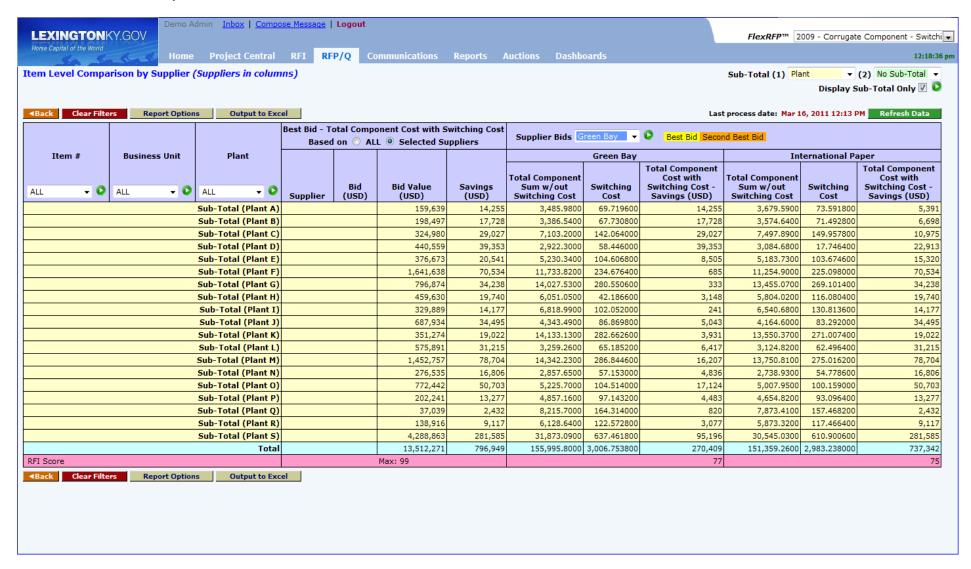
<u>RFP/Q / Auction Summary Analysis Report:</u> Summary report with Savings by Jocation along with RFI scores (bottom). Also notice the summary pop-up displayed below the report which is accessible via the Supplier Summary button on screen.



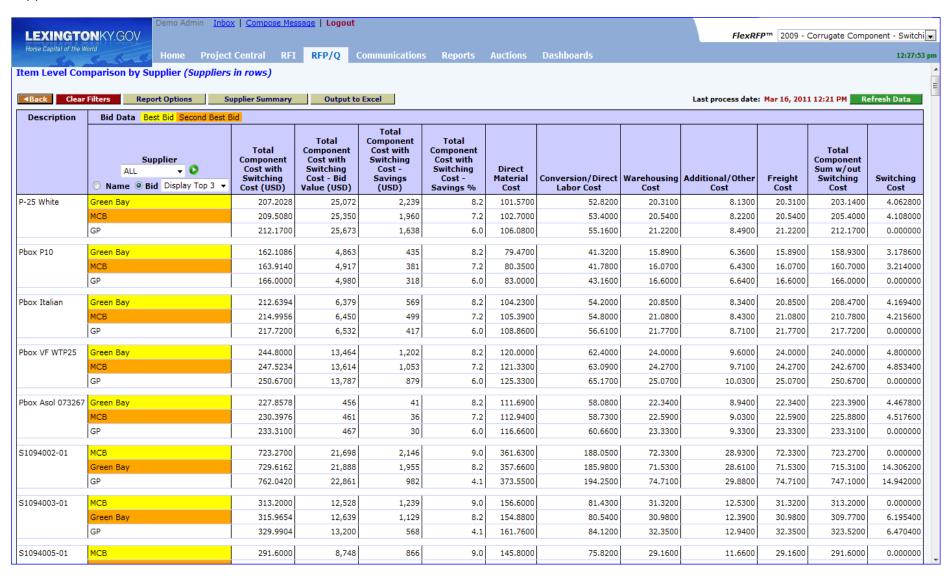
RFP/Q / Auction Analysis Report: Displays RFP/Q bid item information along with bid data. Each user can select columns displayed using the select column feature button. All columns are filterable and each can be sub totaled (subtotaling by the plant column below). This example includes adding switching cost to certain supplier bids and then compares the grossed up cost across suppliers. (The bid column below includes switching cost).



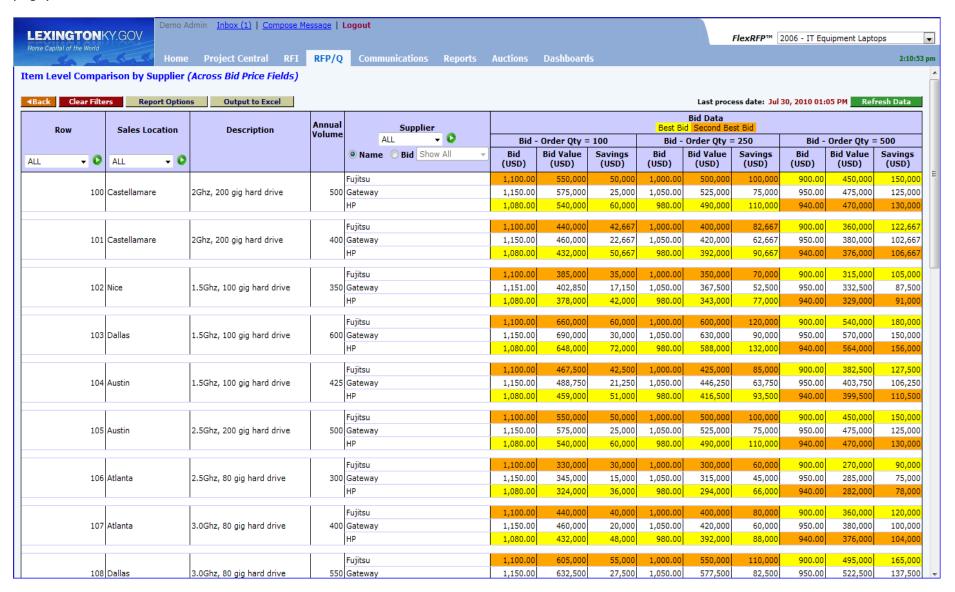
<u>RFP/Q / Auction Analysis Report:</u> Same report as above except we are using the 'display subtotal only feature' to see a summarized report that contains a 'cherry pick supplier' compared against all suppliers – bid value and savings displayed for each. (The individual items are hidden for the moment).



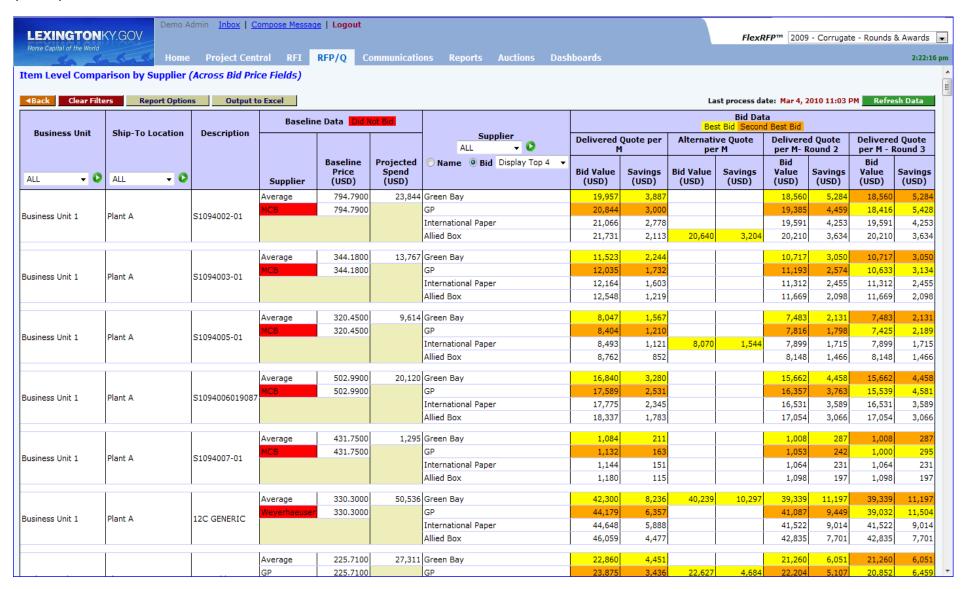
<u>RFP/Q Analysis Report:</u> Detailed report by item; however with suppliers in rows. This report is also good to see how the cost components in this example project are calculated by item, by supplier. Notice that we are also using the 'display top 3 bids by item feature in the supplier column.



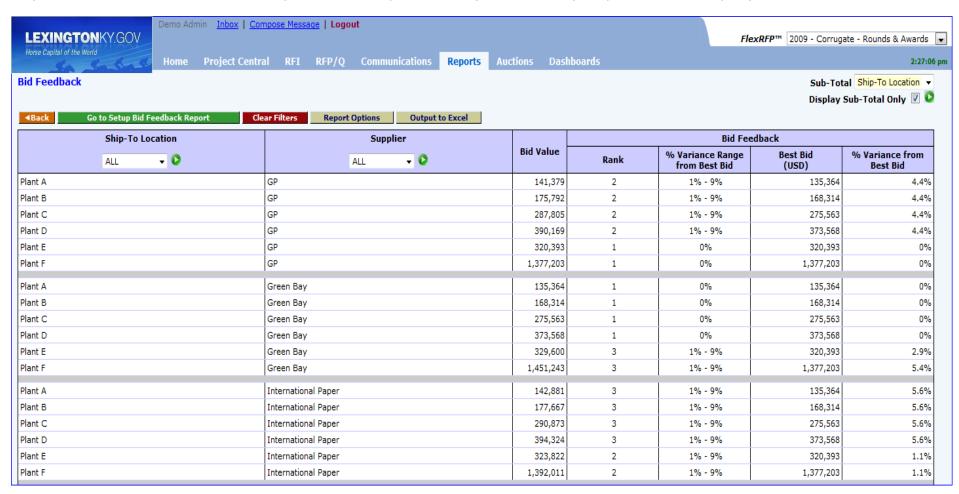
<u>RFP/Q Analysis report:</u> This report is excellent for comparing bids – either across varying bid 'options' (below) or across bid rounds (next page).



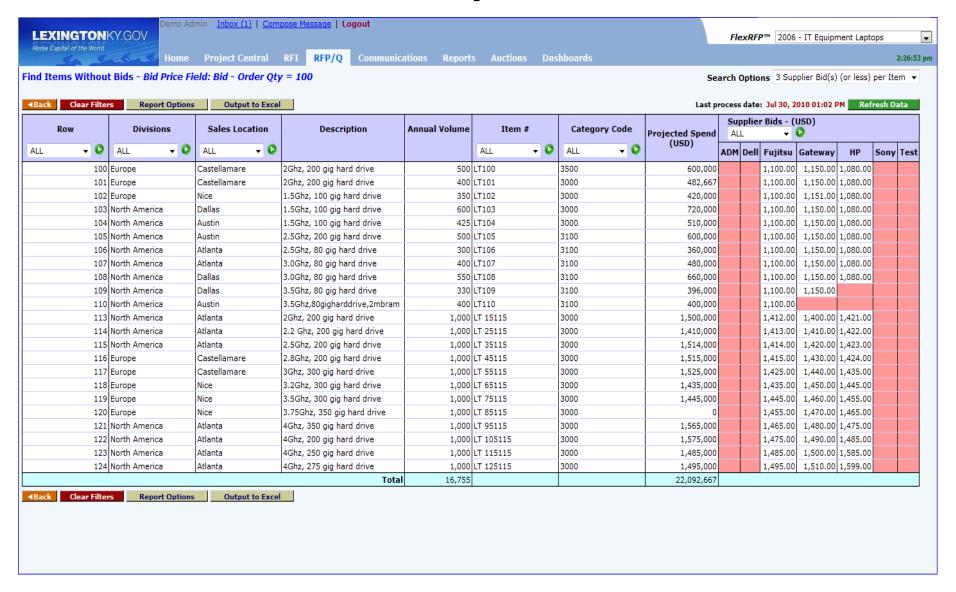
<u>RFP/Q Analysis report:</u> This report is excellent for comparing bids – either across varying bid 'options' (previous page) or across bid rounds (below).



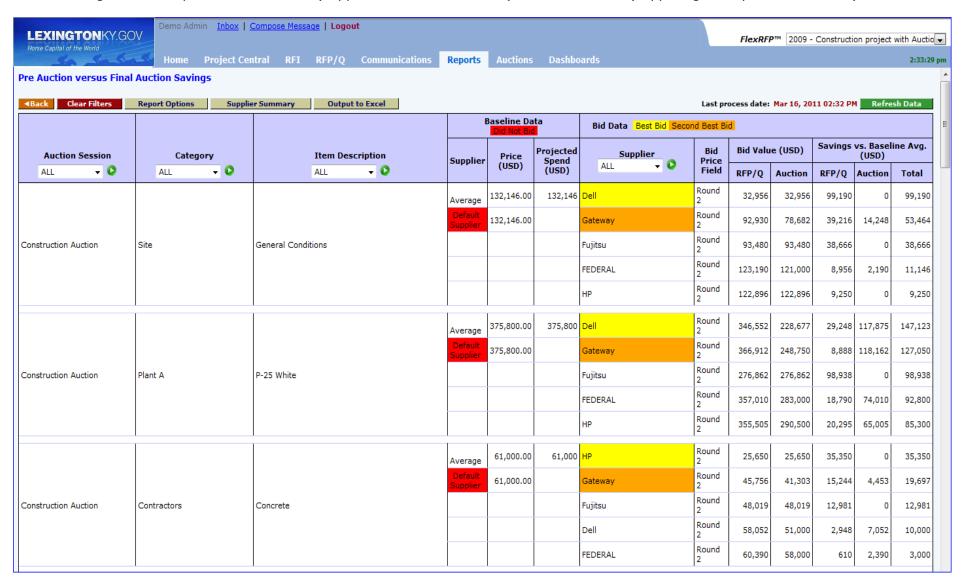
<u>Supplier Bid Feedback Report:</u> This report can be provided to suppliers in between multiple round RFPs or in advance of a reverse auction or during negotiation. This can be especially useful on sourcing projects where a reverse auction is not possible. Note: <u>you would not provide all of the bid feedback options present on this screen, you would select the ones that are most beneficial</u>. Also, each supplier would only see their own information when they viewed this report on-line (this screen is your preview of the report).



<u>RFP/Q Find items without bids:</u> This report allows you to search to find items without any bids or as displayed below (see item search option text box in the upper right) to find items with 3 bids or less.



RFP/Q & Auction savings report: This report separates savings between the RFP phase and the auction (in this case we performed an online RFP and then moved the prices provided in the RFP into the auction as each bidders starting auction price. (Notice how some suppliers did not change their RFP price in the auction (supplier dell on the  $1^{st}$  item) while others did (supplier gateway on the  $1^{st}$  item).



3:09:06 pm

Total

32.5%

32.4%

32.2%

21.6%

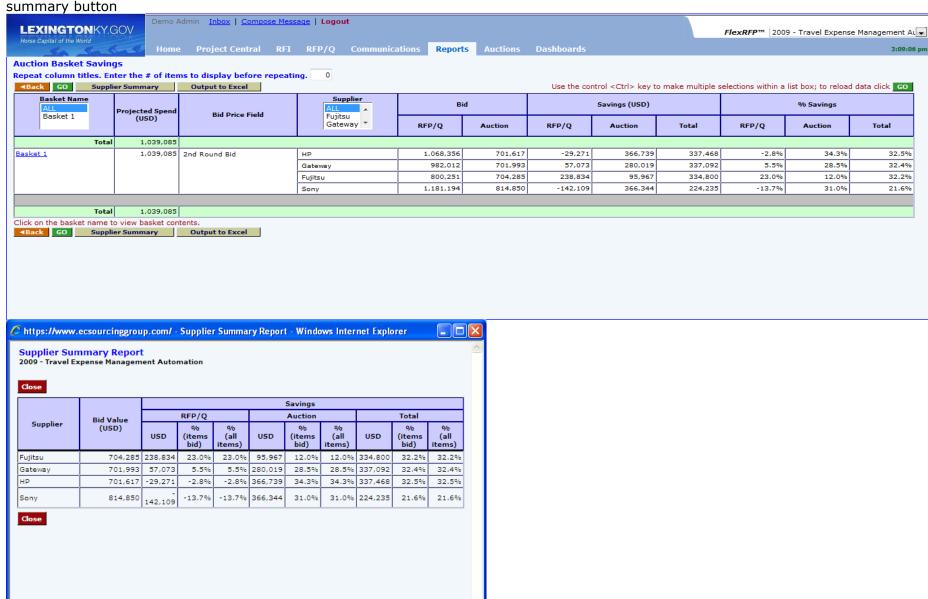
34.3%

28.5%

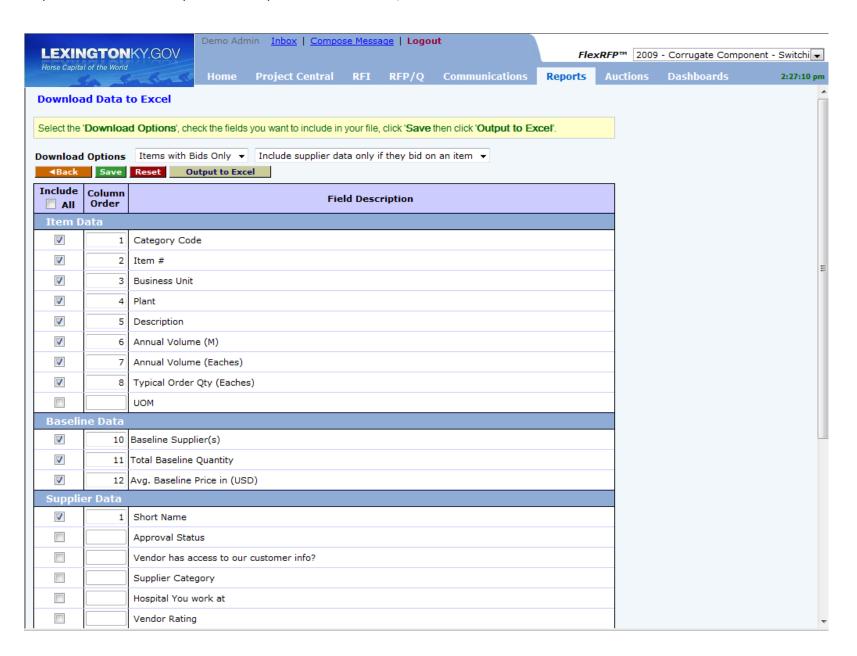
12.0%

31.0%

Auction basket savings: This report only applies if you perform an auction at the basket or lot (group of items) level meaning the suppliers are bidding in total for a group of items. The Supplier Summary report below is an option off of this report by clicking the supplier



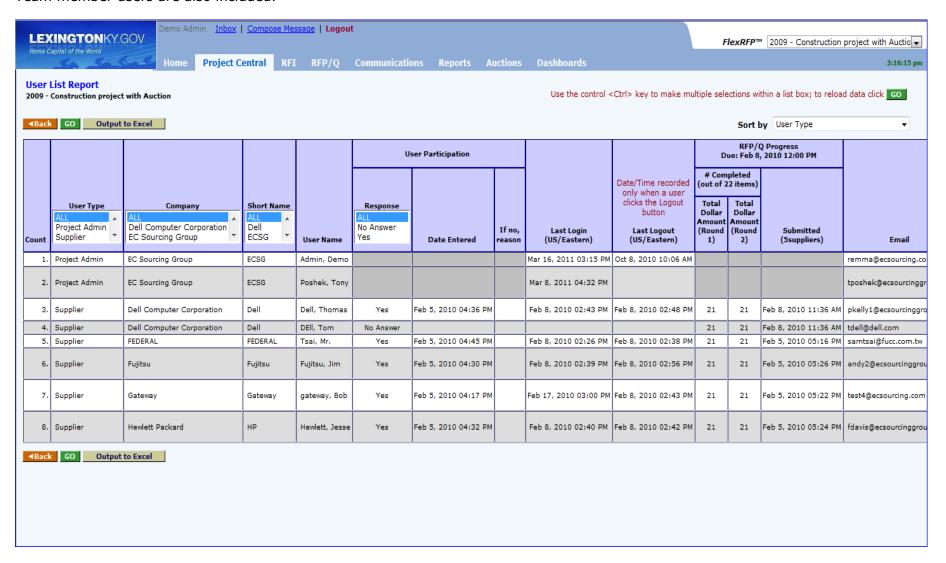
<u>Download data report:</u> This screen allows you to select the data fields (from the RFP/Q bid template that you created) to download to excel to perform custom analysis such as pivot table creation, etc.



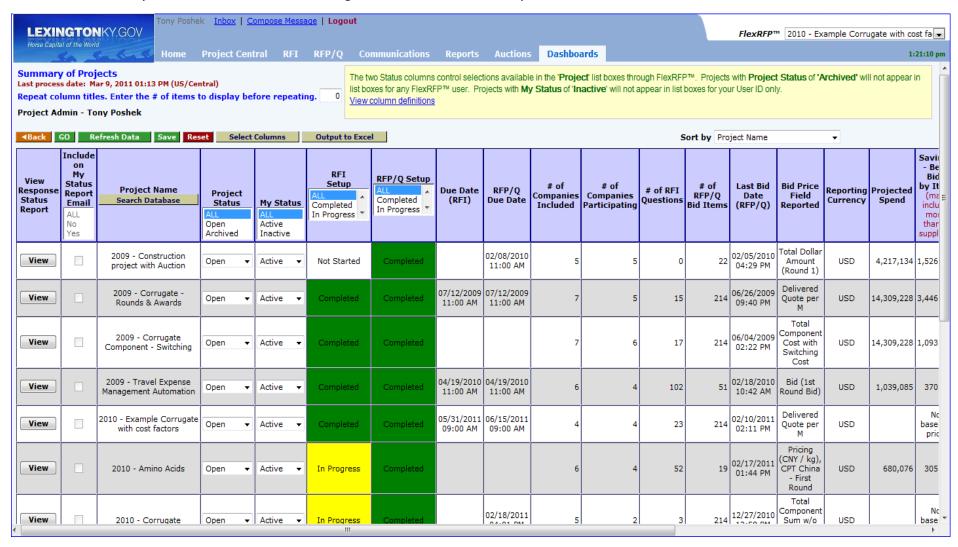
<u>Response Status Report:</u> Report tracks bidder progress during the project. Report is a real-time report and accessible all the time. Same report is also emailed to the project leader (sourcing leader) up to 6 times per day when projects are active.



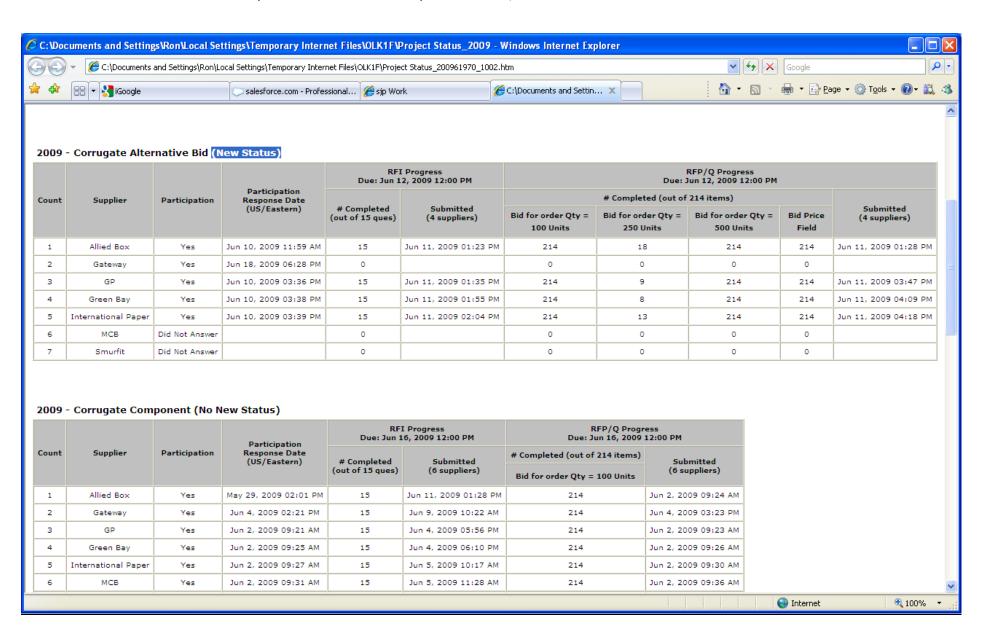
<u>User list report with intent to bid information included:</u> This report displays all user contact information plus intent to bid for suppliers. Team member users are also included.



<u>Project Dashboard Report:</u> Allows all users to keep track of high level project status across a number of projects. Users can view their own projects or projects being worked on by any of their direct reports. Each user can use the select columns feature to remove columns they don't want to view (several columns are hidden right now in the view below).

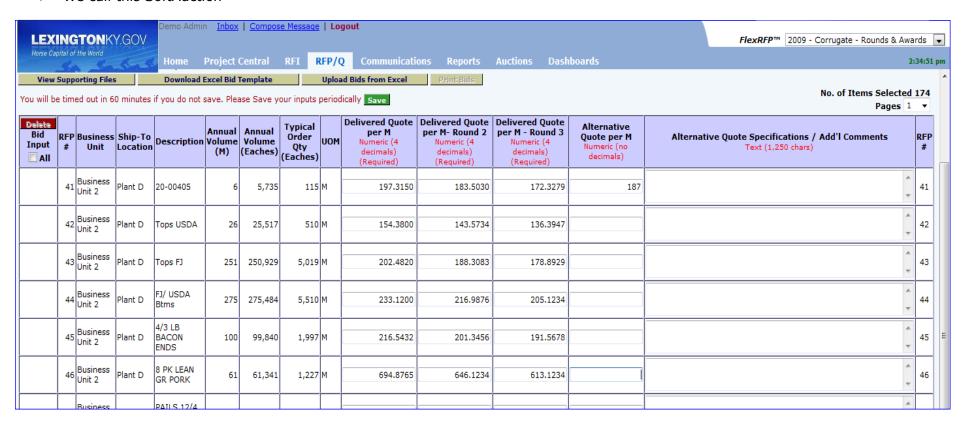


<u>FlexRFP™</u> Status Email: Example Status report that is sent to you as an attachment to an email once or twice per day – at your discretion – each user can select whether they want to receive this report and if so, how often.



Supplier RFP Bid Screen with multiple rounds: This is the supplier bid screen. Other important items relevant to multiple round bidding:

- When we create a new bid round, all the bids from the previous bid round are copied into the new round (this ensures that all suppliers will have a complete bid round even if they reduce their bids on just a few items in the next round).
- > Suppliers cannot change previous round bid(s) previous rounds are locked
- > Supplier cannot increase their bid if you prefer this (optional feature you may choose to turn on)
- > Suppliers can continue to use the excel bid template (all existing bids are downloaded to excel so they just edit the bids they want to change and re-upload)
- ➤ We call this SoftAuction™



<u>Example Team Auction screens (with graphs):</u> These are graphs from actual auctions that have been performed (with supplier names changes and other important information hidden). The first graph was from an IT Equipment purchase and the second graph was from a capital equipment purchase.

