

Solicitation Audit Checklist

Proposal: RFP #24.6 Furniture, Installation & Related Services

Awarded Vendor(s): Innovative Office Solutions

Award Date: 12/12/23 **Contract Number:** 24.6 - IOS

- ☒ 1 Legal Affidavit(s)
- ☒ 2 ~~Release of Solicitation~~
- ☒ 3 Copy of Solicitation Documents
- ☒ 4 Copy of Questions & Answers
- ☒ 5 Copy of Addenda
- ☒ 6 ~~Closed Notification~~
- ☒ 7 Notification Report
- ☒ 8 Access Report
- ☒ 9 Opening Record
- ☒ 10 Copy of Qualified Vendor Responses
- ☒ 11 Evaluation Summary & Recommendation
- ☐ 12 ~~Copy of Rejection Letter~~
- ☒ 13 Copy of Award Letter(s)
- ☒ 14 Copy of Signed Contract(s)

Argus Leader

P.O. Box 677349, Dallas, TX 75267-7349

Account No.: SFA-0000000483

Ad No.: 0005822979

PO #:

Lines : 28

Ad Total: \$22.99

LAKES COUNTRY SERVICE COOPERAT
1001 E MOUNT FAITH AVE
FERGUS FALLS, MN 56537

This is not an invoice

of Affidavits 1

Account No.: SFA-0000000483

Ad No.: 0005822979

Argus Leader AFFIDAVIT OF PUBLICATION

State of Wisconsin County of Brown

I being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper issue(s) :

Monday, September 18, 2023

Monday, September 25, 2023

Sworn to and subscribed before me this 25 day of September, 2023.

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

8-21-26
My Commission expires

NICOLE JACOBS
Notary Public
State of Wisconsin

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFPs 24.6 – Furniture, Installation and Related Services. Specifications and forms may be obtained by registering for free with CPC on Public Purchase (<http://protect-us.mimecast.com/s/2S8iCgJDwLfY6G6g1sNn3wG?domain=publicpurchase.com>). Proposals must be uploaded to Public Purchase before 10 a.m. CT on October 17, 2023, and late proposals will not be considered. Published Sept. 18, 25, 2023, at the total approximate cost of \$22.99 and may be viewed free of charge at www.sdpublicnotices.com

*** Proof of Publication ***

State of Indiana)
) SS:
County of Lake)

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFPs 24.6 – Furniture, Installation and Related Services.

Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com).

Proposals must be uploaded to Public Purchase before 10 a.m. CT on October 17, 2023, and late proposals will not be considered.

9/18 & 25 - 62857

I, Kami Terrell, being
duly sworn says that I am the Legal Clerk of Bismarck Tribune Co., a
division of Lee Publications, Inc. A newspaper published in the
County of Burleigh and State of North Dakota. Who declares that the
attached Notice was published in said newspaper on the following
dates:

9/18, 9/25

LAKES COUNTRY SERVICE COOP

Lori Mittelstadt

1001 E MOUNT FAITH

FERGUS FALLS MN 56537

ORDER NUMBER 62857

Kami Terrell
SIGNATURE

Sworn and subscribed to before me this 25 day of

September 2023,

Dawn Renee Heili
Notary Public in and for the State of Indiana



Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 09/18/2023, 09/25/2023

TOTAL AD COST: 61.00

FILED ON: 9/25/2023

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 09/18/2023	COOPERATIVE PURCHASING CONNECTION	1000337556	468303
StarTribune 09/25/2023	COOPERATIVE PURCHASING CONNECTION	1000337556	468303

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$212.80**

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 09/25/2023

Diane E. Rak Kleszyk



Notary Public

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

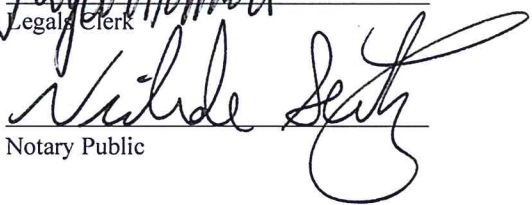
Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice*; (2) time: *Wednesday, September 20, 2023, Wednesday, September 27, 2023*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

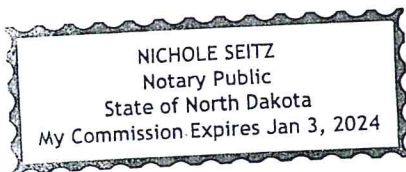
Dated this 27th day of September, 2023



Legals Clerk



Notary Public



Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for **RFPs 24.6 – Furniture, Installation and Related Services**. Specifications and forms may be obtained by registering for free with **CPC on Public Purchase** (www.publicpurchase.com). Proposals must be uploaded to Public Purchase before **10 a.m. CT on October 17, 2023**, and late proposals will not be considered.
(Sept. 20 & 27, 2023) 258874

Proposals Requested by the:
Cooperative Purchasing Connection

**RFP 24.6 – Furniture, Installation and
Related Services**

Due: 10:00 a.m. CT on Tuesday, October 17, 2023

**Vendors will submit questions and proposals online via Public
Purchase (www.publicpurchase.com)**

RFP Facilitator:
Lisa Truax
Procurement Coordinator

Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune

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I. Introduction to CPC

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute §123A.21. CPC obtains the legal authority to develop and offer, among other services, cooperative procurement services to members and participants. Eligible and existing participants include state, city, and county governments, as well as tribal nations, government agencies, both public and non-public educational agencies, colleges, universities, nonprofit organizations, and other entities contracted on behalf of an agency. Participation in the resulting contract(s) is open to government and nonprofit agencies across the United States

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds a joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, Minnesota, to provide purchasing contracts to its participating agencies. South Dakota participating agencies may also utilize CPC's purchasing contracts pursuant to South Dakota State Statute §5-18A-37.

LCSC provides the administrative functions of CPC. Administrative functions include but are not limited to bid and contract research, contract development, negotiations; fiscal reporting agent; marketing; contract promotion and agency support services.

II. Solicitation Description

CPC is seeking to collaborate with experienced and authorized dealers, herein Vendor(s), equipped with the necessary resources and capabilities to provide complete system lines from multiple furniture manufacturers and the ability to provide installation and related services priced with competitive consortium level discounted pricing available to all participating agencies. A qualified Vendor(s) (authorized dealers) shall have established a percentage discount from a catalog list, published prices, or price list. The percentage discounts shall increase as the project list price (tier/range) increases. The discounts may be for an entire catalog for a specific product or a manufacturer category. A Vendor is encouraged to propose their lineup of manufacturer catalogs and services including, but not limited to, the following categories:

1. **Systems Furniture** – all systems furniture, lines, and accessories.
2. **Freestanding Furniture** – case goods, furniture including mobile and folding, desks, tables, and accessories not limited to K12 items available.
3. **Seating/Chairs** – office and classroom chairs, tandem seating, and other general seating not limited to K12 items available.
4. **Soft Seating** – soft seating designated for areas such as commons, libraries, waiting areas, and open learning spaces, such as lounge seating, modular seating, tables, and accessories.
5. **Filing Systems, Storage and Equipment** – filing systems including vertical, and lateral files, freestanding file cabinets, bookcases, and accessories.
6. **Technology Support Furniture** – furniture to support technology-based learning.
7. **Library Furniture** – furniture to include shelving.
8. **Science Laboratory Furniture.**
9. **Cafeteria Furniture.**
10. **Early Childhood Furniture.**
11. **Audio/Visual Furniture.**
12. **Art Instruction Furniture.**
13. **Educational Office Furniture.**
14. **Career/Technical Education Furniture.**
15. **Modular Walls and Systems.**
16. **Related Products, Support Services, and Solutions** – related to interior products and design, “Quick Ship”, design and layout, fabric and color design services, installation, systems furniture reconfigurations, assessment tools, professional development, furniture leasing,

asset management services, storage, buyback programs, furniture refurbishing and any other related product, services, or solutions offered by the Vendor.

Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Vendor from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will work closely with the Vendor to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Vendor.

CPC intends to award this solicitation to one or more Vendors based on the proposed manufacturers/brands who can offer acceptable discounts and solutions that can be of benefit to participating agencies. Manufacturers may not respond directly but should encourage their regional authorized dealer(s) to respond to the solicitation.

CPC encourages Vendors authorized to represent manufacturers/brands to respond, providing the following criteria are met:

1. Pricing discounts offered on a full range of quality products and supplies.
2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.
5. Guaranteed pricing discounts held firm for the duration of the contract term.

Vendors who meet any or all the mentioned above must complete the required documents in their indicated format to be considered a responsive and responsible Vendor.

The contract(s) resulting from this solicitation will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from January 2020, through July 2023, CPC participating agencies have purchased over \$20.6 million in furniture. All quantities or dollar values listed within this solicitation are estimates.

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary substantially from the historical value. Such factors include, but are not limited to, the following:

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.

In CPC's experience, depending on the price of a particular item, the actual volume of purchases could be substantially more than, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the Vendor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially from the estimates/historical values provided in this solicitation.

With CPC's intent to market the contract to participating and potential agencies and to possibly position the contract within the Express online marketplace, when applicable, it is CPC's belief that the program will continue to grow significantly throughout the course of the solicitation term, not to exceed four (4) years.

III. Responding Minimum Qualifications

All submittals must contain answers, responses and/or documentation to the information requested herein. Any submittal failing to provide the required information and/or documentation will be considered non-responsive. A submittal considered non-responsive may result in possible disqualification for consideration of a solicitation award.

Responding Vendors must demonstrate their ability, capacity, and available resources to provide furniture, installation, and related services to participating agencies. Vendors are required to communicate and demonstrate within their submittal that they have extensive knowledge, background, and at least five (5) years of experience with designing, obtaining, delivering, installing, and supporting the product lines offered.

CPC reserves the right to accept or reject any Vendor's proposal failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

IV. Technical Specifications

An attempt has been made to standardize the language used in this solicitation. The words "must", "shall", "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

A. General

1. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response, responding to agencies within 24 hours.
2. The Vendor must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
3. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
4. A Vendor must have an eCommerce website that provides the ability to online order entry and placement suitable for participating agencies' needs. Contracted products must reflect contract discounts, and, if applicable, the differing discounts for catalog category discounts.

B. Products, Service, and Pricing

1. The Vendor must provide a discount price schedule for all categories of products available and labor/services offered in this solicitation (see 5 Pricing Schedule).
2. A Vendor must provide pricing for services and installation at an hourly rate.
 - i. Pricing for services shall be based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.
3. A Vendor **must include an electronic copy of all product catalogs in Excel or PDF format with their submittal** (see directions in solicitation checklist for labeling) from which the discount is calculated. Electronic price lists must contain the following:
 - i. Manufacturer Part Number
 - ii. Product Description
 - iii. Manufacturers Suggested List Price
4. A Vendor must provide pricing based on a percentage discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts are acceptable if, where different percentage discounts apply, those different percentages are specified. If offering a catalog with discounts by category, while changes in individual pricing may change, the category discounts should not change over the

course of the contract period. Additional pricing and/or discounts may be included. **Products and services proposed are to be priced separately with all ineligible items identified.**

- i. Not To Exceed Pricing. CPC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted. The Vendor must allow for lower pricing to be available for similar product and service purchases. Cost-Plus Pricing is not acceptable.
5. Contract discounts and percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
6. Pricing presented for goods and services offered should not include shipping costs. **IF** shipping is included in the price, regardless of the situation, then you simply state no additional costs for shipping or delivery to any customer.
7. All quotes to participating agencies shall provide a line item for cost for freight or shipping regardless of if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication.
 - i. All freight, shipping, or delivery charged shall be passed through the participating agency at cost with no markup and said charges shall be agreed upon by the participating agency unless alternative shipping terms are agreed by CPC as a result of the proposal award.
 - ii. Shipping method is determined by the Supplier and the participating agency at the time of the quote/purchase by the participating agency and satisfactory shipping methods and costs are agreed upon at that time.
8. All furniture, equipment and supplies shall include manufacturer’s minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
9. New products and services, pertaining to the scope of this solicitation, can be added during the contract term with notice, as outlined below. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements. No products and/or services may be added to avoid competitive procurement requirements.
10. If a product or model is discontinued by the manufacturer, the Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
11. When a price list is revised (i.e. manufacturer), to add or delete products and accessories that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows:
 - i. Request will be emailed to CPC.
 - ii. It is filed with CPC, a minimum of seven (7) calendar days before the effective date of the proposed change.
 - iii. It clearly identifies the items impacted by the change and the cause for the adjustment.
 - iv. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer’s price, etc.).
 - v. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer’s

current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.

12. Recalls.

- i. The Vendor must notify CPC and their participating agencies of any product recalls.
- ii. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion.
- iii. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.

C. Labor & Services

1. Pricing for professional services or installation (labor) will be at an hourly rate. The Supplier must outline all service charges for project design, installation, etc. All services and labor will be quoted separately on an invoice.
 - a. Weekdays (M-F)/Normal Working Hours: 7am CT to 5pm CT
 - b. Evenings: After 5pm CT and before 7am CT.
 - c. Weekends/Holidays: After 5pm CT on Friday and before 7am CT on Monday.
2. Prevailing Wage. If the resulting contract involves a project erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State [Minnesota] funds, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Vendors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Applicability: The prevailing wage applies to a contract or work under a contract, under which:
 - a. Only one (1) trade or occupation is required to complete it and the project is greater than \$2,500; or
 - b. The estimated total cost of completing the project is greater than \$25,000.For questions regarding prevailing wage laws, contact the Minnesota Department of Labor and Industry.
3. Prevailing Wage/Davis Bacon [State & Federal Funds]. The Vendor's hourly price shall include, but is not limited to, wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.
4. The Vendor subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Vendor must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
5. The Vendor will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
6. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Vendors must be able to provide the purchasing agency with a list of responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
7. All personnel that are working in participating agencies must be bonded and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
8. Subcontractors.
 - a. The Vendor will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.

- b. If a subcontractor is removed from the contract agreement at any time, the Vendor will submit to CPC in writing, the reason for removal and effective date.
 - c. To add a subcontractor to the contract agreement, the Vendor must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
 - d. The Vendor will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
 - e. CPC reserves the right to require that a subcontractor be removed from the contract.
 - f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.
9. All services will be 100% guaranteed. Any service provided, which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

D. Delivery

- 1. Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear in the Vendor's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Vendor.
- 2. Invoice and ship all items directly to CPC's participating agencies. A packing slip will be provided with all deliveries including the agencies' purchase order number. Orders not filled and partial shipments shall be indicated on the packing list. Participating agencies shall be notified of an anticipated availability date, within three (3) business days of receipt of order.
- 3. All equipment, supplies, and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Vendor.
- 4. Stored Materials. Upon written agreement between the Vendor and the participating agency, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to the participating agency prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Vendor against loss and damage. The Vendor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must be clearly identified as the property of the participating agency and be separated from other materials. The participating agency must be allowed a reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance and installation, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the participating agency upon final acceptance.
- 5. All products must be 100% guaranteed. Any product which is damaged, found to be defective, or does not perform to the end-user's expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

E. Maintenance Plans

- 1. The Vendor may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
- 2. The Vendor providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

F. Ordering Methods

1. All orders will be executed by participating agencies, directly, with the Vendor. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
2. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
3. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
5. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.

G. Payment

1. Participating agencies using the resulting contract Agreement will make payments directly to the Vendor.
2. Payment terms will be defined by the Vendor in their response.
 - a. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.
 - b. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
 - c. Payments for the used portion of inferior delivery will be made by the participating agency on an adjusted price basis.
3. The Vendor will submit invoices to the participating agencies clearly stating, "Per CPC Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

H. Advertising and Marketing

1. The Vendor will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. A Vendor will provide basic company information, high-resolution company logos, and the ability to produce print advertisements in electronic format.
3. A Vendor will display contract information on their organization's website.
4. A Vendor will be able to assist in developing marketing materials that support the contract.
5. A Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. The services offered must be appropriate and adequate to ensure a successful contract agreement.
6. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.
7. Upon award and completion of the vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership through various marketing channels. Contracts will also be promoted at applicable trade shows, conferences, and meetings.

V. Timeline

Date/Time	Event
September 18, 2023	Publication of RPF #24.6
October 3, 2023 @ 11 a.m. CT	Non-Required Conference Call
October 6, 2023	Deadline for Vendors to Submit Questions
October 17, 2023 @ 10 a.m. CT	Deadline for Submission
November 15-17, 2023	Contact Vendor/Award(s) Made
January 1, 2024	Initial Start of Contract Term

VI. Non-Required Conference Call

A virtual conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. Those participating in the conference call will have the opportunity to view a demonstration of CPC's Express online marketplace, when applicable. The conference call will not be recorded. To attend the conference call, visit:

<https://us02web.zoom.us/j/89461892460?pwd=M0xuTzdyeDQzSWJCLzQ4dTZpRGprQT09>

1. **Dial-in Number:** +1 312 626 6799 US
2. **Meeting ID:** 894 6189 2460
3. **Passcode:** bt3SxF

VII. Method of Award

This solicitation will be evaluated based on the following combined factors. No single factor will determine the final award decision.

	Points Available
Minimum Qualifications • Required submittal documents. • Minimum of five (5) years of experience with designing, obtaining, delivering, installing, and supporting the product lines offered. • Debarment and suspension verification check.	Pass/Fail
Qualifications & Experience	20
Performance Capability	30
Value Add	5
Products, Services & Pricing	45
Total Points	100

As a part of the process of determining responsible respondents, CPC may request reports that describe the financial soundness of your organization. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

Best and Final Offer (BAFO): CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Vendors or, if the short-list process is not used, all qualified Vendors will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Vendors. If a Vendor does not submit a BAFO proposal or a notice of withdrawal, the Vendor's previous proposal is considered the Vendor's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

Contract Development: Following the final evaluations and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Vendor(s). If a satisfactory contract cannot be developed with the most highly qualified Vendor(s) the second most qualified Vendor(s) may then be approached to develop a contract.

Solicitation Debriefing: An unsuccessful Vendor may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the awarded Vendor(s) has been executed. A debriefing is a learning opportunity for the unsuccessful Vendor to learn about the solicitation process and what measures of their response could be improved. Vendors will not be debriefed on how their response compared to other responding Vendors.

VIII. Solicitation and Submittal Procedures

Public Purchase: All solicitations can be found on Public Purchase (www.publicpurchase.com). Public Purchase is an easy-to-use platform that provides Vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

Submission of Proposals: It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All proposals must be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase at support@publicpurchase.com or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission will not be password protected. Hardcopy proposals are invalid and will not receive consideration.

Document Title	How to Submit
1 RFP 2 General Terms and Conditions	<u>Do Not Submit with Response.</u> Retain for your records.
3 Questionnaire – Name of Company	Provided as a Word document. Submit as one (1) PDF. Include certifications, if applicable.
4 Forms & Signatures – Name of Company	Provided as PDF. Submit as one (1) PDF, <u>signatures required.</u>
5 Pricing Schedule – Name of Company	Provided as Excel document. Submit as Excel document.
5.1 Manufacturer Name (Product Catalog) – Name of Company	Submit as PDF or Excel document. Respondent to provide; price list must match the manufacturer name included in the proposal (5 Pricing Schedule).
6 Certificate of Insurance (COI) – Name of Company	Submit as PDF. Respondent to provide.

Questions: Requests for additional information or questions shall be asked via Public Purchase for all participating respondents to see. CPC will respond accordingly via Public Purchase to all questions asked by the question deadline.

Addenda: Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

Correction of RFP Documents: Upon examination of the solicitation, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency, or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, no later than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

Late Submittals: Submittals will not be allowed to be submitted or uploaded after the due date and time set by CPC. It is the respondent's responsibility to ensure that submittals are received by the due date and time listed.

Modifications or Withdrawal of a Proposal: A proposal may not be modified, withdrawn or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

Rejection of Any or All Proposals: CPC reserves the right to reject any, and all bids/proposals, to waive any informality, or to accept/reject any items listed in the pricing schedule in the best interest of CPC and its participating agencies.

Opening of Proposals (Opening Record): Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

IX. Solicitation Terms and Conditions

Performance Bond (*for construction and/or installation related projects*): As defined by state statute, performance bonds will be required on all projects valued great than:

1. One hundred seventy-five thousand dollars (\$175,000) or more in Minnesota;
2. Fifty thousand dollars (\$50,000) or more for educational agencies and two hundred thousand (\$200,000) or more for municipalities in North Dakota;
3. One hundred thousand dollars (\$100,000) or more for public improvement in South Dakota;
- or
4. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency

for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

Certificate of Insurance: The Vendor must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent electronically to CPC upon coverage renewal. The Vendor must meet the following, minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. **The Vendor must provide the COI with their submission.**

Binding Contract: A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, the scope of work, and specifications contained in the solicitation. The Vendor

acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

Notification of Intent to Award: An award notification will be made as outlined in the Timeline. The actual award is subject to approval by the CPC Board of Directors and the successful negotiation of a mutually acceptable Master Contract Agreement.

Contract Term: The term of the contract resulting from this RFP will be from January 1, 2024, through December 31, 2025. The contract may be extended for one (1) additional 24-month period, based on successful performance. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

2. Contract start-up and communication
3. Partnership responsiveness with CPC
4. Participating agencies evaluation(s)
5. Volume, sales, and competitiveness
6. Marketing

Administrative Fee: The Vendor will be required to pay a two (2.0%) percent administrative fee on the total sales of all purchases shipped and billed to participating agencies. Fees are not assessed to Suppliers for shipping costs, required bond cost, or any taxes that may be applicable. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC quarterly, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

Sales Reports Required of the Vendor: The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter, (see Appendix A) listing the following information:

1. Name of purchasing agency
2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase
6. Administrative fee generated by the sale
7. Savings generated by the sale

X. Appendix A: Sales Report Template

CPC operates on a fiscal year (July through June) calendar. The Vendor will receive a sales report template like that shown below. Fiscal quarters are outlined as:

July – September

October – December

January – March

April – June

[illegible]

XI. Appendix B: New Vendor Implementation Checklist – Sample

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up is included as part of the evaluations that CPC conducts in regards to renewing a contract for an additional contract term.

Task Description	Completed By
1. CPC Vendor Orientation Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date, if applicable	CPC & Vendor
2. Vendor/Supplier Login Established – Express (if applicable) Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	Vendor
3. Sales Training and Roll Out CP Personnel Briefing; possible webinar training Marketing information sent to CPC	CPC to Coordinate with Vendor
4. Web Development/Express Store (if applicable) Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Vendor
5. Marketing General announcement Vendor profile page Email signature logo Email communication announcement <i>*All materials will be approved by Vendor prior to disbursement</i>	CPC
6. Marketing – Vendor General announcement Sales/Account team training; contract highlights including pricing schedule <i>*All materials will be approved by CPC prior to disbursement</i>	Vendor
7. Management Strategies Review kickoff and roll-out plan Discuss and establish target communication strategy	CPC & Vendor
8. Semi-Annual Evaluation and/or Annual Evaluation	CPC

General Terms & Conditions

The Cooperative Purchasing Connection (CPC) may make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. All amendments will be agreed upon between the Parties. Submittals by a Supplier certify that they have read the General Terms and Conditions and understand that they apply to all purchases under the resulting contract(s).

Alcoholic Beverages, Substance Use, and Weapons: A Supplier shall not permit its personnel or any subcontractor to possess upon school property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. All personnel must follow all local substance rules and conduct (dress code, language, parking, etc.) policies while on school premises. Any actions involving, or possession of, any of the aforementioned items while on school property may cause a cancellation of any Agreement, at no cost to CPC and its participating SFAs. Criminal charges may apply.

Assignment: Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Supplier. The Supplier must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Supplier to make such connections should the Supplier want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

Audit: Under applicable law, the Supplier will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Supplier. The Supplier will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to resolve discrepancies fairly and equitably to the satisfaction of both CPC and the Supplier. CPC will require a refund to the agencies involved if any difference in price is found and will also require payment of any administrative fees due resulting from sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

Awarded Supplier: The Respondent(s) chosen by CPC to provide goods and/or services to participating.

Awards: Awards will be made with reasonable promptness and by written notice to the successful Supplier; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation and may not be withdrawn during this period without the express permission of CPC.

1. Awards shall be made to the Supplier whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or the solicitation as a whole, at the option of CPC. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its members' best interests.
2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Supplier meet the requirements outlined in the proposal and specification and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called

for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Supplier from fulfilling all requirements and conditions of the contract.

3. Qualified or conditional offers which impose limitations of the Supplier's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
 - a. Rejected as being non-responsive, or
 - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
 - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counteroffers by CPC shall not constitute a precedent that shall be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Supplier for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to consider past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Supplier specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

Confidential Information: CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Supplier submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the Supplier submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Supplier's designation of data as "proprietary and confidential," the Supplier shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any Supplier regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

Costs of Preparation: All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Supplier. CPC will not reimburse any Supplier for such costs.

Default Contract: The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

Express Online Marketplace: CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. A Supplier does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Supplier to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

Entire Agreement: The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any Supplier receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Supplier and the participating agency. This shall bind the Supplier to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies, or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Supplier.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be binding on CPC and may be disregarded.
3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
 - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
 - b. Extended upon written authorization of CPC and accepted by the Supplier, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
 - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Supplier shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Supplier and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

Federal Uniform Guidance: By entering a contract, the Supplier agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq. (See Supplier Forms and Signatures).

Fiscal Year: a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor

management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

A Supplier requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:

1. A formal, written request for a price increase must be submitted by the Manufacturer to CPC prior to the price change taking effect. CPC must approve the request. The request will include the Force Majeure cause substantiating the reason the relief is being requested.
2. Adequate documentation to substantiate the request must be included.
3. Failure to comply with provisions of the Force Majeure shall be cause for a request to be denied.

Governing Law: This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

Governing Venue: The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

Hold Harmless: All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

Leasing and Rental Agreements: The Supplier may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Supplier and the participating agency. The Supplier agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Supplier should attempt to work with CPC's current leasing Supplier. Note, the current leasing Supplier may require a minimum purchase amount to begin the leasing process. Should the Supplier be required to utilize their own financial leasing company, this should be noted/requested as an exception.

Minority and Women-Owned Business: CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Supplier agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

New Agency Notification: CPC will email the current participating agency list to the Supplier each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

Notices: Notices permitted or required to be given hereunder shall be deemed sufficient if given by written email addressed to the following recipients of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given. Notices shall be sent to info@purchasingconnection.org.

Patent Indemnification: The Supplier agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

Participating Agency: A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

Party: The name given to either organization who enters into a contractual agreement.

Protests: All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Suppliers who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Supplier will be borne to all costs, including CPC's legal fees. Protests shall include the following:

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

Relationship of Parties: No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Supplier is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

Respondent: A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

Rights and Obligations Upon Termination: Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Supplier must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Supplier unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The

Supplier will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Supplier or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

Risk of Loss: Regardless of F.O.B., the Supplier agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Supplier from any obligation hereunder.

Safety Data Sheet (SDS): Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state, and local laws.

Sales Tax: Sales and other taxes shall not be included in the prices quoted. The Supplier will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Supplier. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Supplier resulting from this solicitation.

Severability: If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

Substitutions: The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the specification prohibits substitution, Suppliers are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Supplier's letterhead attached to the pricing form. Suppliers shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

Termination: CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. The Parties may terminate the Agreement without cause by mutual written consent or by either Party with a minimum of 60 days written notice. The Supplier will not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Supplier for goods and services delivered before termination and not otherwise returned following the Supplier's return policy. If the participating agency has paid the Supplier for goods and services not yet provided as of the date of termination, the Supplier shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Supplier shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Supplier will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Supplier:

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the Supplier engaged in according to this solicitation to violate the law.

Termination for Default: If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Supplier for any amount of supplies or services not accepted, and the Supplier shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Supplier for acting or failing to act in any of the following:

1. The Supplier provides material that does not meet the specifications of the contract;
2. The Supplier fails to adequately perform the services set forth in the specifications of the contract;
3. The Supplier fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Supplier fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Supplier will not or cannot perform to the requirements of the contract;
5. The Supplier fails to observe any of the terms and conditions of the contract.

Termination for Non-Appropriation: Any individual participating agency's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the participating agency's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Supplier. The participating agency's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Supplier and shall be final.

Tri-State Area: Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

Supplier Orientation (CPC 101): The Supplier and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Supplier and resellers/sub-contractors on the purpose and nature of CPC. The Supplier will not be marketed to participating agencies until they have completed the Supplier orientation session.

Waiver: No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Supplier Questionnaire

RFP #24.6 – Furniture, Installation and Related Services

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**3 Questionnaire – Name of Company**”.
5. Submit the Questionnaire, along with other required documents in Public Purchase.

The following sections need to be completed before submission:

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Performance Capability](#)
4. [Products, Service & Pricing](#)
5. [Value Add](#)
6. [Exceptions & Deviations](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, Zip code: _____

Website: _____

Phone: _____

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

List who will be responsible for receiving updated participation lists.

Name	Email	Phone

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone

Identify any business types/classifications that your company holds. ***Submit documentation in PDF format to verify business status (see submittal checklist).**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Supplier
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

List any other cooperative or state contracts that your company holds that participating agencies have access to and include the contract expiration date.

Describe how your company will position the potential resulting contract with CPC versus other contracts you have access to.

Click or tap here to enter text.

Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

_____ Yes

_____ No

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

Click or tap here to enter text.

Has your company been disbarred and or suspended in doing business within the United States?

_____ Yes

_____ No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

Qualifications & Experience

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Click or tap here to enter text.

2. Provide evidence of what your company is doing to remain viable in the industry.

Describe your customer retention (i.e. customers who are served that continue to be repeat customers).

Click or tap here to enter text.

3. Describe the number of agencies your organization, on average, provides furniture, installation, and related services to.

Click or tap here to enter text.

4. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from fleet vehicle sales on an annual basis.

Click or tap here to enter text.

5. Describe your experience and sales approach your company will take with participating public agencies.

Click or tap here to enter text.

6. Provide any additional information relevant to this section.

Click or tap here to enter text.

Provide three (3) references that have purchased furniture, installation, or related services from your company within the last two (2) years. References from the tri-state area are preferred. A contact name, phone number and email will be required. *Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 – Company Name

Click or tap here to enter text.

Service/Product Purchased

Click or tap here to enter text.

Year of Purchase

Click or tap here to enter text.

Reference Contact

Click or tap here to enter text.

Phone

Click or tap here to enter text.

Email

Click or tap here to enter text.

Reference #2 – Company Name

Click or tap here to enter text.

Service/Product Purchased

Year of Purchase

Reference Contact

Phone

Email

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Reference #3 – Company Name

Service/Purchase Purchased

Year of Purchase

Reference Contact

Phone

Email

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Performance & Capability

1. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to participating agencies.

Click or tap here to enter text.

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line, or any key employees.

Click or tap here to enter text.

3. Describe your proposed order and delivery/installation process for this proposal and contract award. Describe the process from order placement, including methods, receipt of order, installation, and any related services. Describe lead time, availability, delivery, installation, etc.

Click or tap here to enter text.

4. Describe your company's fill rate and ability for on-time delivery and history of meeting shipping, delivery, and project installation timelines.

Click or tap here to enter text.

5. Describe your company's customer service/problem resolution process. Include hours of operation, number of services, modes of contact, etc.

Click or tap here to enter text.

6. Describe how your company plans to educate and train company personnel on the contract terms and conditions, details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Click or tap here to enter text.

7. Describe your company's contract implementation or customer transition plan.

Click or tap here to enter text.

8. Describe your company's experience and ability to work with punch-out and cXML marketplace systems.

Click or tap here to enter text.

9. Provide any additional information relevant to this section.

Click or tap here to enter text.

Products, Service & Pricing

1. Indicate the level of support your company will offer on this contract category.

- _____ Pricing is better than what is offered to individual educational agencies.
_____ Pricing is better than what is offered to cooperative educational agencies.
_____ Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

Click or tap here to enter text.

2. Describe how participating agencies will verify they are receiving contract pricing.

Click or tap here to enter text.

3. Describe any shipping charges along with definitions for:

Dock Delivery
Liftgate Service
Inside Delivery

Click or tap here to enter text.

4. Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.

Click or tap here to enter text.

5. Describe your warranty and warranty process for all products and services.

Click or tap here to enter text.

6. Describe the return process and restocking fees associated with a return.

Click or tap here to enter text.

7. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large orders, single ship to location, annual spend, guaranteed quantity, etc.

Click or tap here to enter text.

8. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

Click or tap here to enter text.

9. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.

Click or tap here to enter text.

10. Describe how future product introductions will be priced and align with contract proposed pricing.

Click or tap here to enter text.

11. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Click or tap here to enter text.

12. Provide any additional information relevant to this section.

Click or tap here to enter text.

Value Add

1. **Describe any “added value” attributes being offered to CPC and its participating agencies to enhance and add value when purchasing products and services through your company.**

Click or tap here to enter text.

Exceptions & Deviations

1. **List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

Click or tap here to enter text.

2. **List any exceptions your company is requesting to the terms outlined in the Technical Specifications.**

Respondents must include the following when requesting exceptions:

- **RFP section number and page number**
- **Describe the exception**
- **Explanation of why this is an issue**
- **A proposed alternative to meet the needs of participating agencies and the cooperative**

Click or tap here to enter text.

Supplier Forms & Signatures

RFP #24.6 – Furniture, Installation and Related Services

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled “***Forms & Signatures – Name of Company***”.
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Forms & Signatures – Name of Company”:

1. [Contract Offer & Award](#)
2. [Uniform Guidance “EDGAR” Certification Form](#)
3. [Subcontractor Utilization Form](#)

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name	_____	Date	_____
Address	_____	City, State, Zip	_____
Contact Person	_____	Title	_____
Authorized Signature	_____	Title	_____
Email	_____	Phone	_____

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency	_____	Authorized Signature	_____
Name	_____	Title	_____
Awarded this	_____	day of	_____
		Contract #	_____
Contract/Agreement to Commence	_____		

EDGAR Certification Form

2 CFR Part 200

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding vendor default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

(B) Termination for Cause and for Convenience

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor, in the event the vendor fails to” (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The vendor will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other vendors when it is in the best interest of the participating agency.

(C) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a

wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Right to Inventions Made Under a Contract or Agreement

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Order 12549 and 12689)

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the vendor certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the vendor certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

(J) Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the vendor hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, vendor certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Business Name _____	Authorized Signature	_____
---------------------	---------------------------------	-------

Full Name _____	Title	_____
-----------------	-------	-------

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: _____
Solicitation Number: _____
Vendor Name: _____

If a subcontractor will not be used, check this box: ☐

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Pricing Schedule Intro

***Please note this spreadsheet has multiple workbooks/tabs.**

Instructions. This spreadsheet contains multiple workbooks/tabs relating to this RFP. Please follow the directions found/listed on each workbook and complete the workbooks as they pertain to your company's offerings. All pages have been formatted to print to one page width, however, you may add additional lines as needed. Please note, each individual workbook will note if it's a required or optional form. Per the RFP terms and conditions, all workbooks listed as optional are considered a value-added attribute.

This spreadsheet contains the following workbooks/tabs:

- 5.1 - Pricing Schedule**
- 5.2 - Services**
- 5.3 - Volume Discounts**

5.1 - Pricing Schedule - *required*

For **EACH** manufacturer and/or catalog you are proposing to CPC and its participating agencies, provide information in the provided table. Additional tables may be added to this worksheet **OR** copied to a new worksheet within the workbook. New worksheets **must be** labeled according to the manufacturer name (example: 5.1 - Manufacturer Name).

5.2 - Services - *required*

Complete the tables for services offered.

5.3 - Volume Discounts - *optional*

Submit all volume discounts available to CPC and its participating agencies.

5.1 - Pricing Schedule

***Please note this workbook has multiple tabs.**

Instructions. For **EACH** manufacturer and/or catalog you are proposing to CPC and its participating agencies, provide information in the provided table. Additional tables may be added to this worksheet **OR** copied to a new worksheet within the workbook. New worksheets **must be** labeled according to the manufacturer name (example: 5.1 - Manufacturer Name). This is a **REQUIRED** form.

Responding Company's Name:

Manufacturer or Catalog:			
	Tier	List Price of Order	CPC Member Discount
	1		
	2		
	3		
	4		
	5		
	6		
Minimum Order			
Lead Time			
Price List Date			
Approved (Sell) Territory	☐	Minnesota	
	☐	North Dakota	
	☐	South Dakota	
	☐	Other, list in Comments/Notes below.	
Comments/Notes			
<i>*Discount <u>does not</u> include delivery and installation. Delivery and installation to be quoted separately and added to invoice.</i>			

5.2 - Services Price Schedule

***Please note this workbook has multiple tabs.**

Instructions. Complete the tables below for the following services. This is an **REQUIRED** form.

Responding Company's Name:

Professional Services

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
Design			#DIV/0!			
Project Management			#DIV/0!			
Reconfiguration			#DIV/0!			
Dock Delivery			#DIV/0!			
Inside Delivery			#DIV/0!			
			#DIV/0!			
			#DIV/0!			

Installation/Assembly [Labor]

*Prevailing wage projects/installations are subject to higher hourly rates/charges. Prevailing wage rates change by MN county. Participating agencies are required to notify the Vendor if prevailing wages are required (state/federal funding as part or all of the project/purchase).

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
Min. Hourly Rate - Regular Hours			#DIV/0!			
Max. Hourly Rate - Regular Hours			#DIV/0!			
Not to Exceed Hourly Rate - Regular Hours			#DIV/0!			
Min. Hourly Rate - Evening			#DIV/0!			
Max. Hourly Rate - Evening			#DIV/0!			
Not to Exceed Hourly Rate - Evening			#DIV/0!			
Min. Hourly Rate - Weekend/Holidays			#DIV/0!			
Max. Hourly Rate - Weekend/Holidays			#DIV/0!			
Not to Exceed Hourly Rate - Weekend/Holidays			#DIV/0!			

Other Services

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			

5.3 - Volume Discounts

***Please note this workbook has multiple tabs.**

Instructions. Complete the form below if your company is offering additional discounts for a one time purchase OR a group of local agencies in a geographic area combining requirements (estimate annual spend). Please note this is an **OPTIONAL** form.

Responding Company's Name: _____

[illegible]

Questions for Bid RFP #24.6 - Furniture, Installation, and Related Services



Question #1

If a manufacturer only sells direct and does not use dealers are they still able to submit a response?

Answers

A manufacturer who sells direct and has a support/sales team in place to support the tri-state area is eligible to respond. CPC will amend the solicitation to accept a manufacturer's response if their only mode of sales is selling direct.

Archive

Sep 19, 2023 8:06:39 AM CDT
By: Computer Comforts, Inc. - Computer1

Sep 20, 2023 2:49:52 PM CDT
By: ltruax

Question #2

With most other joint purchasing contracts, administration fees are at 1%. Would CPC consider matching 1% for their administration fee.

Answers

CPC will amend the solicitation to reflect a 1% administrative fee.

Archive

Oct 6, 2023 9:49:40 AM CDT
By: Innovative Office Solutions - InnovativeOS

Oct 6, 2023 12:22:47 PM CDT
By: ltruax

Question #3

From CPC - An incorrect word was used in the Supplier Questionnaire. Qualifications & Experience, question 4 should read "furniture" and not "fleet vehicle."

Answers

Supplier Questionnaire, Question 4 under Qualifications & Experience has been corrected from "fleet vehicle" to "furniture" and an addendum has been issued. No other change was made.

Archive

Oct 13, 2023 1:22:01 PM CDT
By: Cooperative Purchasing Connection - mmattson1

Oct 13, 2023 1:23:14 PM CDT
By: mmattson1

View Bid

From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Melissa Mattson](#); [Lori Mittelstadt](#)
Subject: [External]ltruax Release Successful on Bid RFP #24.6 - Furniture, Installation, and Related Services
Date: Wednesday, September 20, 2023 3:18:04 PM

Lisa M Truax:

Bid "RFP #24.6 - Furniture, Installation, and Related Services"
Status: Release Successful on Sep 18, 2023 10:34:23 AM CDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=177895>

If you have any questions regarding this bid, please contact our Customer Support Staff at
agency support@publicpurchase.com

Thank you for using Public Purchase.

MK= hqxaT9wBQLW/XKcs/NZ3uw==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Information Deleted: Deleted

Information Added: Added

1. Adjustment to what type of Supplier can respond to the solicitation. See highlights on page 4 of the solicitation. By: ltruax Sep 20, 2023 3:17:57 PM CDT

[Track Changes]

Bid RFP #24.6 - Furniture, Installation, and Related Services

Addendum #1 - ltruax

Bid Type

RFP

Bid Number

24.6

Title

Furniture, Installation, and Related Services

Start Date

Sep 18, 2023 10:34:23 AM CDT

End Date

Oct 17, 2023 10:00:00 AM CDT

Agency

Cooperative Purchasing Connection

Bid Contact

Lisa M Truax
(218) 737-6535
ltruax@lcsc.org
1001 E. Mount Faith Avenue
Fergus Falls, MN 56537

Description

CPC is seeking to collaborate with experienced and authorized dealers, herein Vendor(s), equipped with the necessary resources and capabilities to provide complete system lines from multiple furniture manufacturers and the ability to provide installation and related services priced with competitive consortium level discounted pricing available to all participating agencies. A qualified Vendor(s) (authorized dealers) shall have established a percentage discount from a catalog list, published prices, or price list. The percentage discounts shall increase as the project list price (tier/range) increases. The discounts may be for an entire catalog for a specific product or a manufacturer category. A Vendor is encouraged to propose their lineup of manufacturer catalogs and services including, but not limited to, the following categories:

1. Systems Furniture

all systems furniture, lines, and accessories.

2. Freestanding Furniture

case goods, furniture including mobile and folding, desks, tables, and accessories not limited to K12 items available.

3. Seating/Chairs

office and classroom chairs, tandem seating, and other general seating not limited to K12 items available.

4. Soft Seating

soft seating designated for areas such as commons, libraries, waiting areas, and open learning spaces, such as lounge seating, modular seating, tables, and accessories.

5. Filing Systems, Storage, and Equipment

filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and accessories.

6. Technology Support Furniture

furniture to support technology-based learning.

7. Library Furniture

furniture to include shelving.

8. Science Laboratory Furniture.

9. Cafeteria Furniture.

10. Early Childhood Furniture.

11. Audio/Visual Furniture.

12. Art Instruction Furniture.

13. Educational Office Furniture.

14. Career/Technical Education Furniture.

15. Modular Walls and Systems.

16. Related Products, Support Services, and Solutions

related to interior products and design, Quick Ship, design and layout, fabric and color design services, installation, systems furniture reconfigurations, assessment tools, professional development, furniture leasing, asset management services, storage, buyback programs, furniture refurbishing and any other related product, services, or solutions offered by the Vendor.

Pre-Bid Conference

Date:

Oct 3, 2023 11:00:00 AM CDT

Location:

Non-Required Conference Call

Notes:

A virtual conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. Those participating in the conference call will have the opportunity to view a demonstration of CPC's Express online marketplace, when applicable. The conference call will not be recorded. To attend the conference call, visit:

<https://us02web.zoom.us/j/89461892460?pwd=M0xuTzdyeDQzSWJCLzQ4dTZpRGprQT09>

1. Dial-in Number: +1 312 626 6799 US
2. Meeting ID: 894 6189 2460
3. Passcode: bt3SxF

No Attachments

Documents		
Name	Posting Date	Acceptance
1 24.6 - Furniture, Installation and Related Services.pdf	Sep 18, 2023 10:18:11 AM CDT	Yes
2 24.6 - General Terms and Conditions.pdf	Sep 18, 2023 10:18:18 AM CDT	Yes
3 24.6 - Supplier Questionnaire.docx	Sep 18, 2023 10:18:27 AM CDT	Yes
4 24.6 - Supplier Forms & Signatures.pdf	Sep 18, 2023 10:18:39 AM CDT	Yes
5 24.6 - Pricing Schedule.xlsx	Sep 18, 2023 10:18:49 AM CDT	Yes
1 24.6 - Furniture, Installation and Related Services_9.20.2023.pdf	Sep 20, 2023 3:16:48 PM CDT	Yes

Return to Bid

Proposals Requested by the:
Cooperative Purchasing Connection

**RFP 24.6 – Furniture, Installation and
Related Services**

Due: 10:00 a.m. CT on Tuesday, October 17, 2023

**Vendors will submit questions and proposals online via Public
Purchase (www.publicpurchase.com)**

RFP Facilitator:
Lisa Truax
Procurement Coordinator

Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune

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I. Introduction to CPC

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute §123A.21. CPC obtains the legal authority to develop and offer, among other services, cooperative procurement services to members and participants. Eligible and existing participants include state, city, and county governments, as well as tribal nations, government agencies, both public and non-public educational agencies, colleges, universities, nonprofit organizations, and other entities contracted on behalf of an agency. Participation in the resulting contract(s) is open to government and nonprofit agencies across the United States

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds a joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, Minnesota, to provide purchasing contracts to its participating agencies. South Dakota participating agencies may also utilize CPC's purchasing contracts pursuant to South Dakota State Statute §5-18A-37.

LCSC provides the administrative functions of CPC. Administrative functions include but are not limited to bid and contract research, contract development, negotiations; fiscal reporting agent; marketing; contract promotion and agency support services.

II. Solicitation Description

CPC is seeking to collaborate with experienced and authorized dealers, herein Vendor(s), equipped with the necessary resources and capabilities to provide complete system lines from multiple furniture manufacturers and the ability to provide installation and related services priced with competitive consortium level discounted pricing available to all participating agencies. A qualified Vendor(s) (authorized dealers) shall have established a percentage discount from a catalog list, published prices, or price list. The percentage discounts shall increase as the project list price (tier/range) increases. The discounts may be for an entire catalog for a specific product or a manufacturer category. A Vendor is encouraged to propose their lineup of manufacturer catalogs and services including, but not limited to, the following categories:

1. **Systems Furniture** – all systems furniture, lines, and accessories.
2. **Freestanding Furniture** – case goods, furniture including mobile and folding, desks, tables, and accessories not limited to K12 items available.
3. **Seating/Chairs** – office and classroom chairs, tandem seating, and other general seating not limited to K12 items available.
4. **Soft Seating** – soft seating designated for areas such as commons, libraries, waiting areas, and open learning spaces, such as lounge seating, modular seating, tables, and accessories.
5. **Filing Systems, Storage and Equipment** – filing systems including vertical, and lateral files, freestanding file cabinets, bookcases, and accessories.
6. **Technology Support Furniture** – furniture to support technology-based learning.
7. **Library Furniture** – furniture to include shelving.
8. **Science Laboratory Furniture.**
9. **Cafeteria Furniture.**
10. **Early Childhood Furniture.**
11. **Audio/Visual Furniture.**
12. **Art Instruction Furniture.**
13. **Educational Office Furniture.**
14. **Career/Technical Education Furniture.**
15. **Modular Walls and Systems.**
16. **Related Products, Support Services, and Solutions** – related to interior products and design, “Quick Ship”, design and layout, fabric and color design services, installation, systems furniture reconfigurations, assessment tools, professional development, furniture leasing,

asset management services, storage, buyback programs, furniture refurbishing and any other related product, services, or solutions offered by the Vendor.

Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Vendor from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will work closely with the Vendor to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Vendor.

CPC intends to award this solicitation to one or more Vendors based on the proposed manufacturers/brands who can offer acceptable discounts and solutions that can be of benefit to participating agencies. **Manufacturers may respond if their only sales method is direct sales. Manufacturers who use a network of dealers may not respond directly but should encourage their regional authorized dealer(s) to respond to the solicitation.**

CPC encourages Vendors authorized to represent manufacturers/brands to respond, providing the following criteria are met:

1. Pricing discounts offered on a full range of quality products and supplies.
2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.
5. Guaranteed pricing discounts held firm for the duration of the contract term.

Vendors who meet any or all the mentioned above must complete the required documents in their indicated format to be considered a responsive and responsible Vendor.

The contract(s) resulting from this solicitation will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from January 2020, through July 2023, CPC participating agencies have purchased over \$20.6 million in furniture. All quantities or dollar values listed within this solicitation are estimates.

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary substantially from the historical value. Such factors include, but are not limited to, the following:

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.

In CPC's experience, depending on the price of a particular item, the actual volume of purchases could be substantially more than, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the Vendor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially from the estimates/historical values provided in this solicitation.

With CPC's intent to market the contract to participating and potential agencies and to possibly position the contract within the Express online marketplace, when applicable, it is CPC's belief that the program will continue to grow significantly throughout the course of the solicitation term, not to exceed four (4) years.

III. Responding Minimum Qualifications

All submittals must contain answers, responses and/or documentation to the information requested herein. Any submittal failing to provide the required information and/or documentation will be considered non-responsive. A submittal considered non-responsive may result in possible disqualification for consideration of a solicitation award.

Responding Vendors must demonstrate their ability, capacity, and available resources to provide furniture, installation, and related services to participating agencies. Vendors are required to communicate and demonstrate within their submittal that they have extensive knowledge, background, and at least five (5) years of experience with designing, obtaining, delivering, installing, and supporting the product lines offered.

CPC reserves the right to accept or reject any Vendor's proposal failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

IV. Technical Specifications

An attempt has been made to standardize the language used in this solicitation. The words "must", "shall", "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

A. General

1. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response, responding to agencies within 24 hours.
2. The Vendor must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
3. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
4. A Vendor must have an eCommerce website that provides the ability to online order entry and placement suitable for participating agencies' needs. Contracted products must reflect contract discounts, and, if applicable, the differing discounts for catalog category discounts.

B. Products, Service, and Pricing

1. The Vendor must provide a discount price schedule for all categories of products available and labor/services offered in this solicitation (see 5 Pricing Schedule).
2. A Vendor must provide pricing for services and installation at an hourly rate.
 - i. Pricing for services shall be based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.
3. A Vendor **must include an electronic copy of all product catalogs in Excel or PDF format with their submittal** (see directions in solicitation checklist for labeling) from which the discount is calculated. Electronic price lists must contain the following:
 - i. Manufacturer Part Number
 - ii. Product Description
 - iii. Manufacturers Suggested List Price
4. A Vendor must provide pricing based on a percentage discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts are acceptable if, where different percentage discounts apply, those different percentages are specified. If offering a catalog with discounts by category, while changes in individual pricing may change, the category discounts should not change over the

course of the contract period. Additional pricing and/or discounts may be included. **Products and services proposed are to be priced separately with all ineligible items identified.**

- i. Not To Exceed Pricing. CPC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted. The Vendor must allow for lower pricing to be available for similar product and service purchases. Cost-Plus Pricing is not acceptable.
5. Contract discounts and percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
6. Pricing presented for goods and services offered should not include shipping costs. **IF** shipping is included in the price, regardless of the situation, then you simply state no additional costs for shipping or delivery to any customer.
7. All quotes to participating agencies shall provide a line item for cost for freight or shipping regardless of if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication.
 - i. All freight, shipping, or delivery charged shall be passed through the participating agency at cost with no markup and said charges shall be agreed upon by the participating agency unless alternative shipping terms are agreed by CPC as a result of the proposal award.
 - ii. Shipping method is determined by the Supplier and the participating agency at the time of the quote/purchase by the participating agency and satisfactory shipping methods and costs are agreed upon at that time.
8. All furniture, equipment and supplies shall include manufacturer’s minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
9. New products and services, pertaining to the scope of this solicitation, can be added during the contract term with notice, as outlined below. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements. No products and/or services may be added to avoid competitive procurement requirements.
10. If a product or model is discontinued by the manufacturer, the Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
11. When a price list is revised (i.e. manufacturer), to add or delete products and accessories that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows:
 - i. Request will be emailed to CPC.
 - ii. It is filed with CPC, a minimum of seven (7) calendar days before the effective date of the proposed change.
 - iii. It clearly identifies the items impacted by the change and the cause for the adjustment.
 - iv. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer’s price, etc.).
 - v. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer’s

current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.

12. Recalls.

- i. The Vendor must notify CPC and their participating agencies of any product recalls.
- ii. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion.
- iii. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.

C. Labor & Services

1. Pricing for professional services or installation (labor) will be at an hourly rate. The Supplier must outline all service charges for project design, installation, etc. All services and labor will be quoted separately on an invoice.
 - a. Weekdays (M-F)/Normal Working Hours: 7am CT to 5pm CT
 - b. Evenings: After 5pm CT and before 7am CT.
 - c. Weekends/Holidays: After 5pm CT on Friday and before 7am CT on Monday.
2. Prevailing Wage. If the resulting contract involves a project erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State [Minnesota] funds, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Vendors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Applicability: The prevailing wage applies to a contract or work under a contract, under which:
 - a. Only one (1) trade or occupation is required to complete it and the project is greater than \$2,500; or
 - b. The estimated total cost of completing the project is greater than \$25,000.For questions regarding prevailing wage laws, contact the Minnesota Department of Labor and Industry.
3. Prevailing Wage/Davis Bacon [State & Federal Funds]. The Vendor's hourly price shall include, but is not limited to, wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.
4. The Vendor subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Vendor must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
5. The Vendor will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
6. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Vendors must be able to provide the purchasing agency with a list of responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
7. All personnel that are working in participating agencies must be bonded and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
8. Subcontractors.
 - a. The Vendor will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.

- b. If a subcontractor is removed from the contract agreement at any time, the Vendor will submit to CPC in writing, the reason for removal and effective date.
 - c. To add a subcontractor to the contract agreement, the Vendor must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
 - d. The Vendor will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
 - e. CPC reserves the right to require that a subcontractor be removed from the contract.
 - f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.
9. All services will be 100% guaranteed. Any service provided, which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

D. Delivery

- 1. Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear in the Vendor's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Vendor.
- 2. Invoice and ship all items directly to CPC's participating agencies. A packing slip will be provided with all deliveries including the agencies' purchase order number. Orders not filled and partial shipments shall be indicated on the packing list. Participating agencies shall be notified of an anticipated availability date, within three (3) business days of receipt of order.
- 3. All equipment, supplies, and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Vendor.
- 4. Stored Materials. Upon written agreement between the Vendor and the participating agency, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to the participating agency prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Vendor against loss and damage. The Vendor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must be clearly identified as the property of the participating agency and be separated from other materials. The participating agency must be allowed a reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance and installation, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the participating agency upon final acceptance.
- 5. All products must be 100% guaranteed. Any product which is damaged, found to be defective, or does not perform to the end-user's expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

E. Maintenance Plans

- 1. The Vendor may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
- 2. The Vendor providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

F. Ordering Methods

1. All orders will be executed by participating agencies, directly, with the Vendor. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
2. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
3. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
5. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.

G. Payment

1. Participating agencies using the resulting contract Agreement will make payments directly to the Vendor.
2. Payment terms will be defined by the Vendor in their response.
 - a. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.
 - b. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
 - c. Payments for the used portion of inferior delivery will be made by the participating agency on an adjusted price basis.
3. The Vendor will submit invoices to the participating agencies clearly stating, "Per CPC Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

H. Advertising and Marketing

1. The Vendor will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. A Vendor will provide basic company information, high-resolution company logos, and the ability to produce print advertisements in electronic format.
3. A Vendor will display contract information on their organization's website.
4. A Vendor will be able to assist in developing marketing materials that support the contract.
5. A Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. The services offered must be appropriate and adequate to ensure a successful contract agreement.
6. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.
7. Upon award and completion of the vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership through various marketing channels. Contracts will also be promoted at applicable trade shows, conferences, and meetings.

V. Timeline

Date/Time	Event
September 18, 2023	Publication of RPF #24.6
October 3, 2023 @ 11 a.m. CT	Non-Required Conference Call
October 6, 2023	Deadline for Vendors to Submit Questions
October 17, 2023 @ 10 a.m. CT	Deadline for Submission
November 15-17, 2023	Contact Vendor/Award(s) Made
January 1, 2024	Initial Start of Contract Term

VI. Non-Required Conference Call

A virtual conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. Those participating in the conference call will have the opportunity to view a demonstration of CPC's Express online marketplace, when applicable. The conference call will not be recorded. To attend the conference call, visit:

<https://us02web.zoom.us/j/89461892460?pwd=M0xuTzdyeDQzSWJCLzQ4dTZpRGprQT09>

1. **Dial-in Number:** +1 312 626 6799 US
2. **Meeting ID:** 894 6189 2460
3. **Passcode:** bt3SxF

VII. Method of Award

This solicitation will be evaluated based on the following combined factors. No single factor will determine the final award decision.

	Points Available
Minimum Qualifications • Required submittal documents. • Minimum of five (5) years of experience with designing, obtaining, delivering, installing, and supporting the product lines offered. • Debarment and suspension verification check.	Pass/Fail
Qualifications & Experience	20
Performance Capability	30
Value Add	5
Products, Services & Pricing	45
Total Points	100

As a part of the process of determining responsible respondents, CPC may request reports that describe the financial soundness of your organization. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

Best and Final Offer (BAFO): CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Vendors or, if the short-list process is not used, all qualified Vendors will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Vendors. If a Vendor does not submit a BAFO proposal or a notice of withdrawal, the Vendor's previous proposal is considered the Vendor's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

Contract Development: Following the final evaluations and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Vendor(s). If a satisfactory contract cannot be developed with the most highly qualified Vendor(s) the second most qualified Vendor(s) may then be approached to develop a contract.

Solicitation Debriefing: An unsuccessful Vendor may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the awarded Vendor(s) has been executed. A debriefing is a learning opportunity for the unsuccessful Vendor to learn about the solicitation process and what measures of their response could be improved. Vendors will not be debriefed on how their response compared to other responding Vendors.

VIII. Solicitation and Submittal Procedures

Public Purchase: All solicitations can be found on Public Purchase (www.publicpurchase.com). Public Purchase is an easy-to-use platform that provides Vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

Submission of Proposals: It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All proposals must be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase at support@publicpurchase.com or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission will not be password protected. Hardcopy proposals are invalid and will not receive consideration.

Document Title	How to Submit
1 RFP 2 General Terms and Conditions	<u>Do Not Submit with Response.</u> Retain for your records.
3 Questionnaire – Name of Company	Provided as a Word document. Submit as one (1) PDF. Include certifications, if applicable.
4 Forms & Signatures – Name of Company	Provided as PDF. Submit as one (1) PDF, <u>signatures required.</u>
5 Pricing Schedule – Name of Company	Provided as Excel document. Submit as Excel document.
5.1 Manufacturer Name (Product Catalog) – Name of Company	Submit as PDF or Excel document. Respondent to provide; price list must match the manufacturer name included in the proposal (5 Pricing Schedule).
6 Certificate of Insurance (COI) – Name of Company	Submit as PDF. Respondent to provide.

Questions: Requests for additional information or questions shall be asked via Public Purchase for all participating respondents to see. CPC will respond accordingly via Public Purchase to all questions asked by the question deadline.

Addenda: Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

Correction of RFP Documents: Upon examination of the solicitation, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency, or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, no later than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

Late Submittals: Submittals will not be allowed to be submitted or uploaded after the due date and time set by CPC. It is the respondent's responsibility to ensure that submittals are received by the due date and time listed.

Modifications or Withdrawal of a Proposal: A proposal may not be modified, withdrawn or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

Rejection of Any or All Proposals: CPC reserves the right to reject any, and all bids/proposals, to waive any informality, or to accept/reject any items listed in the pricing schedule in the best interest of CPC and its participating agencies.

Opening of Proposals (Opening Record): Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

IX. Solicitation Terms and Conditions

Performance Bond (*for construction and/or installation related projects*): As defined by state statute, performance bonds will be required on all projects valued great than:

1. One hundred seventy-five thousand dollars (\$175,000) or more in Minnesota;
2. Fifty thousand dollars (\$50,000) or more for educational agencies and two hundred thousand (\$200,000) or more for municipalities in North Dakota;
3. One hundred thousand dollars (\$100,000) or more for public improvement in South Dakota;
- or
4. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency

for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

Certificate of Insurance: The Vendor must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent electronically to CPC upon coverage renewal. The Vendor must meet the following, minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. **The Vendor must provide the COI with their submission.**

Binding Contract: A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, the scope of work, and specifications contained in the solicitation. The Vendor

acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

Notification of Intent to Award: An award notification will be made as outlined in the Timeline. The actual award is subject to approval by the CPC Board of Directors and the successful negotiation of a mutually acceptable Master Contract Agreement.

Contract Term: The term of the contract resulting from this RFP will be from January 1, 2024, through December 31, 2025. The contract may be extended for one (1) additional 24-month period, based on successful performance. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

2. Contract start-up and communication
3. Partnership responsiveness with CPC
4. Participating agencies evaluation(s)
5. Volume, sales, and competitiveness
6. Marketing

Administrative Fee: The Vendor will be required to pay a two (2.0%) percent administrative fee on the total sales of all purchases shipped and billed to participating agencies. Fees are not assessed to Suppliers for shipping costs, required bond cost, or any taxes that may be applicable. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC quarterly, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

Sales Reports Required of the Vendor: The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter, (see Appendix A) listing the following information:

1. Name of purchasing agency
2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase
6. Administrative fee generated by the sale
7. Savings generated by the sale

X. Appendix A: Sales Report Template

CPC operates on a fiscal year (July through June) calendar. The Vendor will receive a sales report template like that shown below. Fiscal quarters are outlined as:

July – September

October – December

January – March

April – June

[illegible]

XI. Appendix B: New Vendor Implementation Checklist – Sample

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up is included as part of the evaluations that CPC conducts in regards to renewing a contract for an additional contract term.

Task Description	Completed By
1. CPC Vendor Orientation Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date, if applicable	CPC & Vendor
2. Vendor/Supplier Login Established – Express (if applicable) Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	Vendor
3. Sales Training and Roll Out CP Personnel Briefing; possible webinar training Marketing information sent to CPC	CPC to Coordinate with Vendor
4. Web Development/Express Store (if applicable) Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Vendor
5. Marketing General announcement Vendor profile page Email signature logo Email communication announcement <i>*All materials will be approved by Vendor prior to disbursement</i>	CPC
6. Marketing – Vendor General announcement Sales/Account team training; contract highlights including pricing schedule <i>*All materials will be approved by CPC prior to disbursement</i>	Vendor
7. Management Strategies Review kickoff and roll-out plan Discuss and establish target communication strategy	CPC & Vendor
8. Semi-Annual Evaluation and/or Annual Evaluation	CPC

Bid RFP #24.6 - Furniture, Installation, and Related Services

Notification Report [Excel Notification Report]

Vendor	State	Business Types	Invitation	Date	Email	Reason
111 Veteran Direct, LLC	CA		Classification Match	Sep 18, 2023 10:49:22 AM CDT	michael@111VeteranDirect.com	Bid Notification
3T Federal Solutions LLC	TX		Classification Match	Sep 18, 2023 10:49:22 AM CDT	sandeep.yadav@3Tfederal.com	Bid Notification
9Fifteen Solutions	TX		Classification Match	Sep 18, 2023 10:49:22 AM CDT	michele.klumb@smartstandingsolutions.com	Bid Notification
9to5 Seating LLC	CA		Classification Match	Sep 18, 2023 10:49:22 AM CDT	joni.stafford@9to5seating.com	Bid Notification
				Sep 20, 2023 2:49:52 PM CDT	joni.stafford@9to5seating.com	Bid Answer
				Sep 20, 2023 3:29:00 PM CDT	joni.stafford@9to5seating.com	Addendum Notification
				Oct 3, 2023 3:43:00 PM CDT	joni.stafford@9to5seating.com	Addendum Notification
				Oct 6, 2023 12:22:48 PM CDT	joni.stafford@9to5seating.com	Bid Answer
				Oct 6, 2023 12:36:02 PM CDT	joni.stafford@9to5seating.com	Addendum Notification
				Oct 13, 2023 1:23:15 PM CDT	joni.stafford@9to5seating.com	Bid Answer
				Oct 13, 2023 1:29:00 PM CDT	joni.stafford@9to5seating.com	Addendum Notification
Aarco Products, Inc.	NY		Classification Match	Sep 18, 2023 10:49:22 AM CDT	info@buyaarco.com	Bid Notification
ABM Office Systems Services, Inc.	CA		Classification Match	Sep 18, 2023 10:49:22 AM CDT	lsherwood@abmofficeservices.com	Bid Notification
Accent Environments	ND		Classification Match	Sep 18, 2023 10:49:22 AM CDT	curt.seed@accentenvironments.com	Bid Notification
				Sep 20, 2023 2:49:52 PM CDT	curt.seed@accentenvironments.com	Bid Answer
				Sep 20, 2023 3:29:00 PM CDT	curt.seed@accentenvironments.com	Addendum Notification
				Oct 3, 2023 3:43:00 PM CDT	curt.seed@accentenvironments.com	Addendum Notification
				Oct 6, 2023 12:22:48 PM CDT	curt.seed@accentenvironments.com	Bid Answer
				Oct 6, 2023 12:36:02 PM CDT	curt.seed@accentenvironments.com	Addendum Notification
				Oct 13, 2023 1:23:15 PM CDT	curt.seed@accentenvironments.com	Bid Answer
				Oct 13, 2023 1:29:00 PM CDT	curt.seed@accentenvironments.com	Addendum Notification
ACE Educational Supplies	FL		Classification Match	Sep 18, 2023 10:49:22 AM CDT	bids@ACEeducational.com	Bid Notification
Adaptaspace Inc	AB		Classification Match	Sep 18, 2023 10:49:22 AM CDT	todd@taands.com	Bid Notification
Adaptaspace Inc.	AB		Classification Match	Sep 18, 2023 10:49:22 AM CDT	bmcallister@adaptaspace.com	Bid Notification
AFC Industries	NY		Classification Match	Sep 18, 2023 10:49:22 AM CDT	schneider@afcindustries.com	Bid Notification

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Bid RFP #24.6 - Furniture, Installation, and Related Services

Bid Access Report

[\[Excel Access Report\]](#)

Vendor	Accessed First Time	Most Recent Access	Downloaded Documents	Most Recent Response Date (*)
9to5 Seating LLC	Sep, 18 2023 11:09 AM CDT	Sep, 18 2023 11:12 AM CDT	1 24.6 - Furniture, Installation and Related Services.pdf	
Accent Environments	Sep, 18 2023 11:08 AM CDT	Oct, 12 2023 10:19 AM CDT	5 24.6 - Pricing Schedule.xlsx 4 24.6 - Supplier Forms & Signatures.pdf 3 24.6 - Supplier Questionnaire.docx 2 24.6 - General Terms and Conditions.pdf 1 24.6 - Furniture, Installation and Related Services.pdf	
Agati, Inc	Sep, 18 2023 01:57 PM CDT	Sep, 18 2023 02:08 PM CDT	1 24.6 - Furniture, Installation and Related Services.pdf 5 24.6 - Pricing Schedule.xlsx	
Alumni Classroom Furniture Inc.	Sep, 28 2023 12:19 PM CDT	Oct, 06 2023 01:12 PM CDT	1 24.6 - Furniture, Installation and Related Services_9.20.2023.pdf 3 24.6 - Supplier Questionnaire.docx 2 24.6 - General Terms and Conditions.pdf	
Artco-Bell Corporation	Sep, 18 2023 10:59 AM CDT	Oct, 06 2023 01:39 PM CDT	1 24.6 - Furniture, Installation and Related Services_10.3.2023.pdf 1 24.6 - Furniture, Installation and Related Services.pdf 2 24.6 - General Terms and Conditions.pdf	
Atlas Commercial Products	Sep, 18 2023 02:53 PM CDT	Sep, 18 2023 02:53 PM CDT		
Brodart Co.	Sep, 18 2023 12:48 PM CDT	Sep, 21 2023 01:13 PM CDT	1 24.6 - Furniture, Installation and Related Services_9.20.2023.pdf 5 24.6 - Pricing Schedule.xlsx 4 24.6 - Supplier Forms & Signatures.pdf 3 24.6 - Supplier Questionnaire.docx 2 24.6 - General Terms and Conditions.pdf 1 24.6 - Furniture, Installation and Related Services.pdf	
Business Essentials	Sep, 18 2023 10:51 AM CDT	Sep, 18 2023 10:51 AM CDT		
Business Essentials	Sep, 18 2023 10:55 AM CDT	Sep, 20 2023 03:57 PM CDT	5 24.6 - Pricing Schedule.xlsx 4 24.6 - Supplier Forms & Signatures.pdf 3 24.6 - Supplier Questionnaire.docx 2 24.6 - General Terms and Conditions.pdf 1 24.6 - Furniture, Installation and Related Services.pdf	
cfs interiors and flooring	Sep, 18 2023 05:40 PM CDT	Sep, 18 2023 05:40 PM CDT		
Christianson's Business Furniture	Sep, 18 2023 12:11 PM CDT	Sep, 18 2023 12:13 PM CDT	1 24.6 - Furniture, Installation and Related Services.pdf	
Climate Survival Solutions	Sep, 22 2023 01:43 AM CDT	Oct, 17 2023 12:13 AM CDT		
Commercial Office Resource Environments	Sep, 18 2023 11:27 AM CDT	Oct, 02 2023 01:34 PM CDT		
COMMERCIAL OFFICE RESOURCE ENVIRONMENTS	Oct, 04 2023 02:11 PM CDT	Oct, 16 2023 11:28 AM CDT	5 24.6 - Pricing Schedule.xlsx 1 24.6 - Furniture, Installation and Related Services_10.3.2023.pdf	
Computer Comforts, Inc.	Sep, 18 2023 11:16 AM CDT	Sep, 20 2023 04:26 PM CDT	1 24.6 - Furniture, Installation and Related Services.pdf 3 24.6 - Supplier Questionnaire.docx	
Computer Comforts, Inc.	Sep, 19 2023 08:00 AM CDT	Oct, 16 2023 06:50 AM CDT	2 24.6 - General Terms and Conditions.pdf	
CONSTRUCTIVE PLAYTHINGS	Sep, 28 2023 03:21 PM CDT	Oct, 10 2023 12:44 PM CDT	5 24.6 - Pricing Schedule.xlsx 3 24.6 - Supplier Questionnaire.docx 2 24.6 - General Terms and Conditions.pdf 4 24.6 - Supplier Forms & Signatures.pdf 1 24.6 - Furniture, Installation and Related Services_10.6.2023.pdf 1 24.6 - Furniture, Installation and Related Services_9.20.2023.pdf	
CORE FURNITURE	Sep, 18 2023 11:05 AM CDT	Sep, 18 2023 11:06 AM CDT	1 24.6 - Furniture, Installation and Related Services.pdf	
Creative-image technologies	Sep, 18 2023 01:26 PM CDT	Sep, 19 2023 12:29 PM CDT	3 24.6 - Supplier Questionnaire.docx 2 24.6 - General Terms and Conditions.pdf 1 24.6 - Furniture, Installation and Related Services.pdf	
Diversa Health & Sciences Ltd	Sep, 19 2023 06:47 AM CDT	Oct, 04 2023 01:22 PM CDT	1 24.6 - Furniture, Installation and Related Services.pdf	
Dodge Data & Analytics	Sep, 18 2023 10:56 PM CDT	Oct, 31 2023 01:28 AM CDT		
EARLYCHILDHOOD LLC	Sep, 18 2023 12:22 PM CDT	Oct, 05 2023 01:51 PM CDT	1 24.6 - Furniture, Installation and Related Services_10.3.2023.pdf 4 24.6 - Supplier Forms & Signatures.pdf 3 24.6 - Supplier Questionnaire.docx 2 24.6 - General Terms and Conditions.pdf 5 24.6 - Pricing Schedule.xlsx 1 24.6 - Furniture, Installation and Related Services.pdf	
Efficiency Integrated Solutions, Inc.	Sep, 20 2023 08:56 AM CDT	Sep, 20 2023 08:56 AM CDT		
ELITE TEXTILE TRADING LLC	Sep, 19 2023 12:26 AM CDT	Oct, 16 2023 11:06 PM CDT	5 24.6 - Pricing Schedule.xlsx 4 24.6 - Supplier Forms & Signatures.pdf 3 24.6 - Supplier Questionnaire.docx 2 24.6 - General Terms and Conditions.pdf 1 24.6 - Furniture, Installation and Related Services.pdf	
ERNIE MORRIS ENTERPRISES INC.	Sep, 18 2023 03:53 PM CDT	Sep, 21 2023 10:46 AM CDT	5 24.6 - Pricing Schedule.xlsx 1 24.6 - Furniture, Installation and Related Services.pdf	

* Most recent response date means the last date the vendor has entered a response and thus it may be a partial response to the bid, or a complete response.

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Opening Record

RFP #24.6 – Furniture, Installation and Related Services

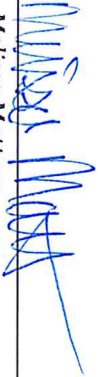
October 17, 2023

12:13 p.m. CT

Request for Proposal

Date

Time


Melissa Mattson


Lori Mittelstadt

Click or tap here to enter text.

Submittal Requirements [Yes/No]	Innovative Office Solutions	K-Log, Inc.	Krueger International Inc. dba Duet Resource Group	Lakeshore Learning Materials, LLC	
3 Questionnaire	Yes	Yes	Yes	No	
4 Forms & Signatures	Yes	Yes	Yes	No	
5 Pricing Schedule	Yes	Yes	Yes	No	
5.1 Manufacturer Price Lists	Yes	Yes		Yes	
5.2 Manufacturer Authorization Letter	Yes	Yes	Yes	Yes	
6 Certificate of Insurance (COI)	Yes	No	Yes	Yes	
Additional Information [Yes/No]					
Business Type Certificate (if applicable)	N/A	N/A	N/A	N/A	
Exhibit A – Marketing Plan (optional)	N/A	N/A	N/A	N/A	
Other	N/A	N/A	N/A	N/A	
Minimum Qualifications [Pass/Fail]					
• Required documentation [submittal]	Pass	Pass	Pass		
• Knowledge, background, and at least five (5) years' experience					
• Debarment and Suspension verification *State and Federal					
Qualified (Responsive) Respondent Yes/No				No	

Cooperative Purchasing Connection

Tabulation Report RFP #24.6 - Furniture, Installation, and Related Services

Vendor: Innovative Office Solutions

General Comments: Thank you for the opportunity to participate. We appreciate you.

General Attachments: 3 Questionnaire - Innovative Office Solutions.pdf
4 Forms - Signatures - Innovative.pdf
5.1-10 Teknion (Product Catalog) - Innovative.pdf
5.1-11 Teknion (Product Catalog) - Innovative-compressed_1.pdf
5.1-12 Teknion (Product Catalog) - Innovative-compressed.pdf
5.1-13 Teknion (Product Catalog) - Innovative.pdf
5.1-14 Teknion (Product Catalog) - Innovative-compressed_1.pdf
5.1-15 Teknion (Product Catalog) - Innovative.pdf
5.1-16 Teknion (Product Catalog) - Innovative.pdf
5.1-17 Teknion (Product Catalog) - Innovative.pdf
5.1-18 Teknion (Product Catalog) - Innovative.pdf
5.1-19 Teknion (Product Catalog) - Innovative.pdf
5.1-1 Teknion (Product Catalog) - Innovative.pdf
5.1-20 Teknion (Product Catalog) - Innovative.pdf
5.1-21 Teknion (Product Catalog) - Innovative.pdf
5.1-22 Teknion (Product Catalog) - Innovative.pdf
5.1-23 Teknion (Product Catalog) - Innovative.pdf
5.1-24 Teknion (Product Catalog) - Innovative.pdf
5.1-25 Teknion (Product Catalog) - Innovative-compressed.pdf
5.1-26 Teknion (Product Catalog) - Innovative.pdf
5.1-27 Teknion (Product Catalog) - Innovative.pdf
5.1-28 Teknion (Product Catalog) - Innovative.pdf
5.1-29 Teknion (Product Catalog) - Innovative.pdf
5.1-2 Teknion (Product Catalog) - Innovative.pdf
5.1-30 Teknion (Product Catalog) - Innovative.pdf
5.1-3 Teknion (Product Catalog) - Innovative.pdf
5.1-4 Teknion (Product Catalog) - Innovative.pdf
5.1-5 Teknion (Product Catalog) - Innovative.pdf
5.1-6 Teknion (Product Catalog) - Innovative.pdf
5.1-7 Teknion (Product Catalog) - Innovative.pdf
5.1-8 Teknion (Product Catalog) - Innovative.pdf
5.1-9 Teknion (Product Catalog) - Innovative.pdf
5.1 Alumni (Product Catalog) - Innovative.pdf
5.1 Artcobell (Product Catalog) - Innovative.pdf
5.1 Columbia (Product Catalog) - Innovative.pdf
5.1 Diversified Spaces (Product Catalog) - Innovative.xlsx
5.1 Fleetwood (Product Catalog) - Innovative.pdf
5.1 Fomcore (Product Catalog) - Innovative.pdf
5.1 Fomcore (Product Catalog Price List) - Innovative.xlsx
5.1 Global (Desking Product Catalog) - Innovative.pdf
5.1 Global (Filing and Storage Product Catalog) - Innovative.pdf
5.1 Global (Seating Product Catalog) - Innovative.pdf
5.1 HON (Shared Spaces Product Catalog) - Innovative.pdf
5.1 HON (Workspaces Product Catalog) - Innovative.pdf
5.1 HPFI (Product Catalog) - Innovative.pdf
5.1 Integra (Product Catalog) - Innovative.pdf
5.1 Interior Concepts (Product Catalog) - Innovative.xlsx
5.1 Jonti-Craft (Product Catalog) - Innovative.xlsx
5.1 Media Technology (Product Catalog) - Innovative.xlsx
5.1 Moore Co (Product Catalog) - Innovative.pdf
5.1 SICO (Product Catalog) - Innovative.pdf
5.1 Smith System (Product Catalog) - Innovative.pdf

Cooperative Purchasing Connection
Tabulation Report RFP #24.6 - Furniture, Installation,
and Related Services
Vendor: Innovative Office Solutions

5.1 WB (Product Catalog) - Innovative.pdf
5.2 Alumni Authorization Letter - Innovative.pdf
5.2 Artcobell Authorization Letter - Innovative.pdf
5.2 Columbia Authorization Letter - Innovative.pdf
5.2 DiversifiedSpaces Authorization Letter - Innovative.pdf
5.2 Fleetwood Letter of Authorization - Innovative.pdf
5.2 Fomcore Authorization Letter - Innovative.pdf
5.2 Global Authorization Letter - Innovative.pdf
5.2 HON Authorization Letter - Innovative.pdf
5.2 HPFi Authorization Letter - Innovative.pdf
5.2 Integra Authorization Letter - Innovative.pdf
5.2 Interior Concepts Authorization Letter - Innovative.pdf
5.2 Jonti-Craft Authorization Letter - Innovative.pdf
5.2 MediaTechnologies Authorization Letter - Innovative.pdf
5.2 Moore Co Authorization Letter - Innovative.pdf
5.2 SICO Authorization Letter - Innovative.pdf
5.2 SmithSystem Authorization Letter - Innovative.pdf
5.2 Teknion Authorization Letter - Innovative.pdf
5.2 WB Authorization Letter - Innovative.pdf
5 Pricing Schedule - Innovative.xlsx
6 Certificate of Insurance (COI) - Innovative.pdf

Supplier Questionnaire

RFP #24.6 – Furniture, Installation and Related Services

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**3 Questionnaire – Name of Company**”.
5. Submit the Questionnaire, along with other required documents in Public Purchase.

The following sections need to be completed before submission:

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Performance Capability](#)
4. [Products, Service & Pricing](#)
5. [Value Add](#)
6. [Exceptions & Deviations](#)

Company Information

Name of Company:	Innovative Office Solutions LLC
Company Address:	151 Cliff Rd E
City, State, Zip code:	Burnsville, MN 55337
Website:	https://innovativeos.com/
Phone:	Customer Service: 952-808-9900 Toll free #: 866-574-5389 Fax #: 952-894-7153

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager	Julie Owen	jowen@innovativeos.com	952-698-9271
Contract Manager	Bob Nelsen	Bobnelsen@innovativeos.com	952-715-1090
Sales Manager	Leah Halvorson	lhalvorson@innovativeos.com	952-698-9490
Marketing Manager	Bridget Smith	bridget.smith@innovativeos.com	952-698-9287
Customer Service Manager	Belinda Dower Kerensa Tracy	belinda.dower@innovativeos.com ktracy@innovativeos.com	651 964 3881 651-289-9159
Account Manager(s)			
Director of Educational Sales	Leah Halvorson	lhalvorson@innovativeos.com	952-698-9490
Director of Educational Furniture	Bob Nelsen	bnelsen@innovativeos.com	952-715-1090
Director of Educational Facilities	Dan Powers	Dan.Powers@innovativeos.com	952 698 9275
K12 Specialist	Chad Gullickson	Chad.Gullickson@innovativeos.com	605-730-1413
Account Executive	Chris Breit	Chris.Breit@innovativeos.com	218.232.3125
Account Executive	Kendall Kragenbring	Kkragenbring@innovativeos.com	952-698-9270
Account Executive	Gary Feichtinger	Gfeichtinger@innovativeos.com	952-698-9224
Account Executive	Mike Callahan	Mcallahan@innovativeos.com	952-698-9259
Account Executive	Reed Walhof	Rwalhof@innovativeos.com	952-698-9492
Account Executive	Melissa Nelson	Melissa.Nelson@innovativeos.com	605-274-0965
Account Executive	John Bruning	John.Bruning@innovativeos.com	605-274-0904
Account Executive	Cody James	Cody.James@innovativeos.com	605-274-0912
Account Executive	Christian Donovan	Cdonovan@innovativeos.com	651-486-1225
Account Executive	Chris Foss	Cfoss@innovativeos.com	651-486-1231
Account Executive	Doug Biggin	Dbiggin@innovativeos.com	218-214-7725
Account Executive	Lonnie Green	Lonnie.Green@innovativeos.com	605.519.0164
Account Executive	Jamie Jorgensen	Jamie.Jorgensen@innovativeos.com	605.252.0406
Account Executive	Max Smith	Msmith@innovativeos.com	952.857.9082
Account Executive	Tiffany Daigle	Tiffany.Daigle@innovativeos.com	218.231.0016
Account Executive	Bill Harvey	Bill.Harvey@innovativeos.com	612-404-1900
Account Executive	Joel Ulrich	Joel.Ulrich@innovativeos.com	952-698-9263
Account Executive	Andrew Kopp	Andrew.Kopp@innovativeos.com	701-595-9562
Account Executive	Eric Eckerman	Eric.Eckerman@innovativeos.com	641-200-4125

List who will be responsible for receiving updated participation lists.

Name	Email	Phone
Leah Halvorson	lhalvorson@innovativeos.com	952-698-9490

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Leah Halvorson	lhalvorson@innovativeos.com	952-698-9490

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Leah Halvorson	lhalvorson@innovativeos.com	952-698-9490

Identify any business types/classifications that your company holds. ***Submit documentation in PDF format to verify business status (see submittal checklist).**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
x	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Supplier
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

List any other cooperative or state contracts that your company holds that participating agencies have access to and include the contract expiration date.

Describe how your company will position the potential resulting contract with CPC versus other contracts you have access to.

Innovative currently holds the following contracts: 916, cmERDC, U of M, all expiration dates and length of contracts vary. CPC will be positioned with both current CPC customers and new potential participating agencies. Innovative is committed to strategically promoting CPC in various markets including K-12, cities, and local municipalities.

Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

_____ Yes X No

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

N/A

Has your company been disbarred and or suspended in doing business within the United States?

_____ Yes X No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

N/A

Qualifications & Experience

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Innovative Office Solutions has designed, sold, and serviced contract-grade furniture since our inception in 2001. Our manufacturer lineup has strategically increased from 20 to over 250. With options from multiple contract furniture manufacturers, we are sure we can get you exactly what you need to meet your goals and budget. Built on the foundation of a Relationships Matter belief system, you can expect Innovative to fulfill the role of a true partner. A partnership with a supplier that understands your success equals our success. We believe in building meaningful partnerships rather than providing one-time project solutions. We are a commercial and educational furniture leader, but it doesn't stop there. We help our clients consolidate vendors by providing technology, workplace branding, cleaning and facility supplies, breakroom supplies, and office essentials. At Innovative, we continually strive to make a difference in the lives of our customers and the organizations we partner with. We ultimately want our clients to thrive, grow and prosper as a result of working with us.

We currently work with over 1,000 active furniture customers and have represented Smith System, WB and other major contract-furniture lines in Minnesota since 2009. Our representation includes Minnesota, North and South Dakota, Wisconsin, and Iowa. Core services include design, specification, project management, change management, workplace strategy, ergonomic assessments, furniture installation, reconfiguration and maintenance, asset management, inventory service, warehousing, staging and assembly, and stocking programs.

2. Provide evidence of what your company is doing to remain viable in the industry.

Describe your customer retention (i.e. customers who are served that continue to be repeat customers).

Innovative Office Solutions offers a strong local presence in Minnesota, North Dakota and South Dakota, with expansion into Wisconsin and Iowa. We do this by offering a specialized local sales team that services K-12 markets, Higher Education, Government, State offices, Charter Schools and Private Schools. Innovative also has furniture specialists in various vertical markets ensuring the most up-to-date products, concepts, and services are being presented to clients. Innovative works collaboratively with the Architecture and Design community (A&D) by sharing and exchanging the latest best practices for educational design. This broad market coverage reaches to most markets that CPC can provide products and services to. Our team stays up to date with internal training, attending National conventions and local association events, and instructional updates from our manufacturer partners and industry professionals. We have employees who hold board seats with manufacturer dealer councils.

Customer retention is very high at Innovative because our organization is built on the foundation that Relationships Matter. We aim to provide a 10/10 customer experience and have the team to support it. From our progressive leadership team and sales management to our account executives and category specialists we equip our customers with an experience team. Our Director of Customer Experience and customer service team have a passion for helping and serving our customers and contribute to our team approach. Our goal is to be an extension of your organization, providing you with the best service and a dedicated team. The Innovative brand promise is Expect Response, Expect Reduction, Expect Relief. With reduction being a core focus we constantly look to provide improved value to our customers while reducing overall cost of doing business.

3. Describe the number of agencies your organization, on average, provides furniture, installation, and related services to.

Innovative has extensive experience in furniture, installation, and related services. We have 1,000+ active clients on average. We have participated in over 1,000 building projects in the K-12 market. Our furniture specialists, designers, project managers, and installers have in depth experience in providing the best fit solutions for our customers. We have a dedicated team who focuses on educational projects, and they understand the nuances and process for this specific vertical.

4. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from furniture sales on an annual basis.

Approximately 30% of our company's revenue is derived from educational furniture sales annually.

5. Describe your experience and sales approach your company will take with participating public agencies.

Innovative Office Solutions offers a strong local presence in Minnesota, North Dakota and South Dakota, with expansion into Wisconsin and Iowa. We do this by offering a specialized local sales team that services K-12 markets, Higher Education, Government, State offices, Charter Schools and Private Schools. Innovative also has furniture specialists in various vertical markets ensuring the most up-to-date products, concepts, and services are being presented to clients. This broad market coverage reaches to most markets that CPC can provide products and services to.

We take a team-based approach and power participating public agencies with a trusted team who has a passion for making organizations thrive. From Account Executives and Category Specialists to Customer Service, Purchasing, Installation team, and Delivery Drivers, we make sure we have the people in place to set their organization up for success. Our organizational structure is agile and empowers every employee to make calculated decisions. This approach also allows transparency, flexibility, and daily access to our leadership team.

We assign a dedicated team to CPC who knows the contract in and out, this ensures we provide the best experience to participating public agencies. The team includes General Manager, Contract Manager, Sales Manager, Customer Service Managers and personnel, and Account Managers/Account Executives. When participating agencies have a project for us, we assign designers, Project Managers, and Installers who have experience working with contracts and public agencies.

6. Provide any additional information relevant to this section.

At Innovative we have a passion for helping others be more successful. We believe that relationships matter, and we are fueled by making organizations more productive. Our team will partner with participating agencies to understand their

needs, ask clarifying questions, and then provide insights and solutions. We are consultant-based problem solvers who guide and equip organizations with products, services, and solutions they need.

Provide three (3) references that have purchased furniture, installation, or related services from your company within the last two (2) years. References from the tri-state area are preferred. A contact name, phone number and email will be required. *Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 – Company Name	ISD 599 Fertile-Beltrami
Service/Product Purchased	Office and Classroom supplies and K-12 scholastic furniture
Year of Purchase	Customer since 2014
Reference Contact	Brian Clarke, Superintendent
Phone	218-945-6933
Email	bclarke@isd599.org

Reference #2 – Company Name	ISD 196 Rosemount, Eagan, Apple Valley
Service/Product Purchased	Office and Classroom supplies and K-12 scholastic furniture
Year of Purchase	Customer since 2003
Reference Contact	Carol Hauschild, Purchasing, Receiving & Energy Supervisor
Phone	651-683-6952
Email	Carol.Hauschild@district196.org

Reference #3 – Company Name	ISD 622 North St Paul, Maplewood, Oakdale
Service/Purchase Purchased	Office and Classroom supplies and K-12 scholastic furniture
Year of Purchase	Customer since 2005
Reference Contact	Holly Butterfield, Procurement Coordinator
Phone	651-748-7521
Email	HButterfield@isd622.org

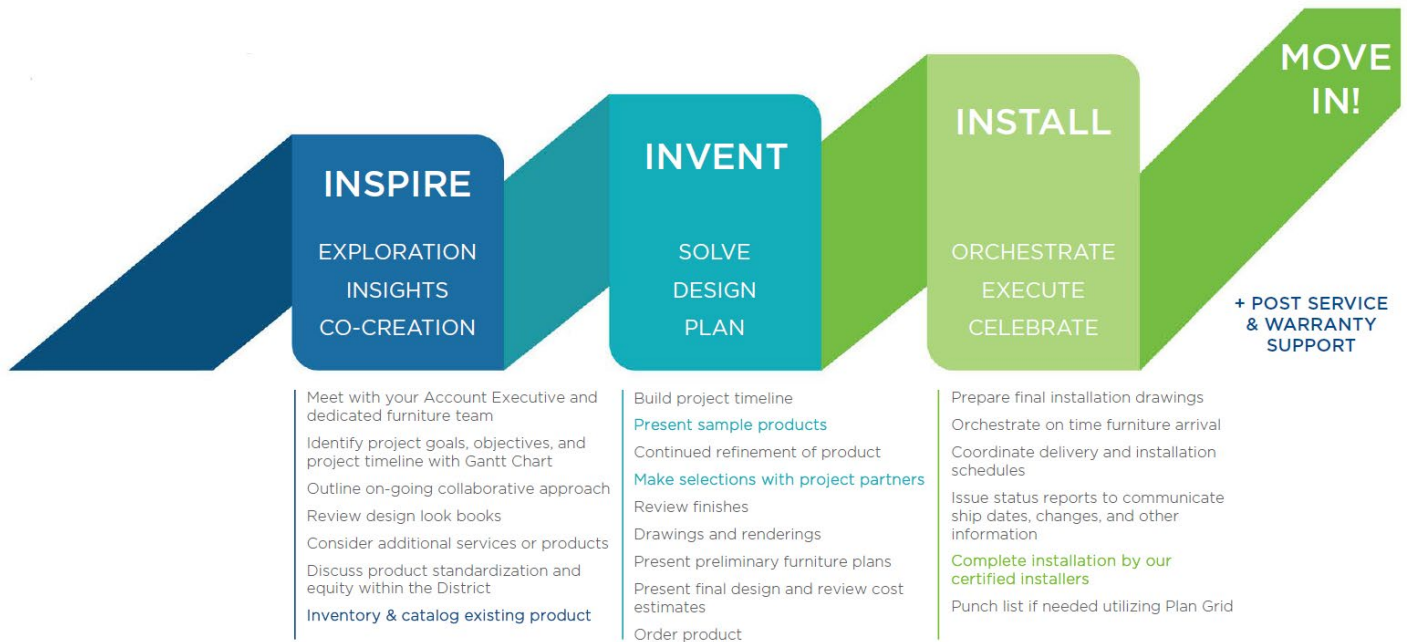
Performance & Capability

1. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to participating agencies.

Innovative Office Solutions offers a strong local presence in Minnesota, North Dakota and South Dakota, with expansion into Wisconsin. We do this by offering a specialized local sales team that services K-12 markets, Higher Education, Government, State offices, Charter Schools and Private Schools. Innovative also has furniture specialists in various vertical markets insuring the most up-to-date products, concepts, and services are being presented to clients. This broad market coverage reaches to most markets that CPC can provide products and services to. Innovative Office Solutions is the current provider to CPC for Office Supplies and several Furniture contracts to its members.

Innovative has extensive experience in furniture, installation, move management (contents, furniture, and equipment), warranty, and related services. We have 1,000+ active clients on average. We have participated in over 1,000 building projects in the K-12 market. Our furniture specialists, designers, project managers, and installers have in depth experience in providing the best fit solutions for our customers. We have a dedicated team who focuses on educational projects, and they understand the nuances and process for this specific vertical.

The technology and tools we use support project collaboration and cocreation with key stakeholders. Our CORE ERP software ensures project organization, quick access to project information, and enhances communication. Plan grid software supports our punch list process providing real-time documentation offering project transparency. We follow a three phased project process to ensure we meet the needs of participating agencies and deliver on-time quality products.



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Service fees are based on installation information given at the order entry time for delivery instructions, conditions, and location, if changes occur after order entry, additional freight or service fees may apply.

Optional Services: Charges for optional services, only when requested by a district, shall be in addition to the contract pricing for the furnishings. Service rates for inside delivery, installation and supervisor management fee are to be bid as a percentage of list prices. Service rate for CAD drawings is to be bid at an hourly rate, unless stated otherwise in bid. The district/customer has the option of not requesting any of the optional services, or may select the optional services that meet their needs.

For the purposes of the CPC contracts, Optional Services are as defined below:

CAD Service: CAD service, when requested by the district, will be billed at an hourly rate. Changes to the initial CAD drawings, at the customer request, will be billed at the hourly rate. Changes to the initial CAD drawing, needed as the result of the vendor entering the information incorrectly, will not be charged to the district.

Delivery and Packaging: Innovative Office Solutions can offer blanket wrap shipments, bulk packaging, split shipments, multiple ship points (individual warehousing- with staging areas, assembly areas) allowing for flexible shipping and assembly arrangements. These multiple shipping contingencies also serve as a cost savings and conveniences to end users.

Inside Delivery: Vendor is responsible to meet the delivery truck at the district site, assist in the unloading of the furniture, inspect for damage, and verify that shipment is complete. No installation is provided with this service.

Installation: Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the bidder or contractor. The bidders shall be responsible for obtaining dimensions and other such data that may be required to assure exact fit to work under another contract or as intended by the District. Successful bidder shall completely remove from the premises all packing, crates, and other litter due to their work, in district provided dumpsters. Successful bidder shall be responsible for surface cleaning of the installed products. The bidder shall also be responsible for the cost of repairing any damage to existing work that is caused by them during the installation of their equipment. Rates as bid are assuming that the building and area where work is to be performed is clear of debris, construction materials and any obstructions. Building must have a loading dock to accept semi-tractor trailer loads. Each site must have a service type elevator if second or third floor installations are part of the contract. If any of the above criteria are not met, additional charges may apply.

Manufacturer Surcharges and Cost Adjustments: Given the uncertain times, Innovative Office Solutions reserves the right to make price adjustments as manufacturers make price adjustments to respond to market changes in supply chain management and labor. This may include surcharges, additional freight charges and labor charges fuel due to supply chain management shortages and personnel. This is not an all-inclusive list but meant to provide common scenarios.

Innovative Office Solutions has ability to provide local services: warehousing, staging, assembly areas, multiple third-party installers and showroom tours. Having access to local warehousing, staging and assembly areas relieves a number of contingency concerns for end users, whose projects maybe delayed due to construction issues, or other unforeseen issues.

Innovative Locations Minnesota:

Corporate Headquarters & Showrooms
151 Cliff Road East
Burnsville, MN 55337

Showroom & Sales Office
510 S. Marquette Avenue, Suite 120
Minneapolis, MN 55402

Sales Office & Warehouse
9525 East River Road
Coon Rapids, MN 55433

Showroom & Sales Office
2326 W. Superior Street
Duluth, MN 55806

Showroom & Sales Office
1202 Sunridge Drive
St. Cloud, MN 56301

Showroom & Sales Office
1001 7th Avenue E
Hibbing, MN 55746

Sales Office & Warehouse
1210 Lakeland Drive, Suite A
Willmar, MN 56201

Innovative Locations South Dakota:

Showroom & Sales Office
711 W. Russell Street
Sioux Falls, SD 57104

Promotional Products Showroom & Sales Office
621 W. Russell Street
Sioux Falls, SD 57104

Innovative Locations North Dakota:

Sales Office
5201 51st Avenue S
Fargo, ND 58104

Innovative Locations Wisconsin:

Showroom & Sales Office
1053 N. Hastings Way
Eau Claire, WI 54703

Showroom & Sales Office
123 N. Main Street
Rice Lake, WI 54868

3rd Party Staging Areas:

Corporate Installations
14410 21st Ave North
Plymouth, MN 55447
Installation partner. 17,000 sq. ft. and utilize an inventory data system.

Odyssey Commercial Interiors (OCI)
1800 Cliff Road E.
Burnsville, MN 55337
Installation partner. Local Staging area, loading dock, assembly area

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line, or any key employees.

Innovative Office Solutions offers a strong local presence in Minnesota, North Dakota and South Dakota, with expansion into Wisconsin and Iowa. We offer a specialized local sales team that interacts **on a regular basis** with their accounts in their respective territories which serves K-12 markets, Higher Education, Government, State offices, Charter Schools and Private Schools. Innovative also has furniture specialists in various vertical markets ensuring the most up-to-date products, concepts, and services are being presented to clients. This broad market coverage reaches most markets that CPC can provide products and services to. Our specialized service and our philosophy that "Relationships Matter" provides the best experience for our customers.

We are an Authorized Dealer for all proposed furniture manufacturer and are preferred by many of our partners due to our sales volume and quantity of successful project completions.

At Innovative, we find the best solutions for our customers while meeting their timeline and budget expectations. Projects will be completed by Innovative employees and specialized third-party installers. The service level agreements we maintain with each install partner guarantees a successful installation and sets the standard for professionalism. Our team's expertise includes multiple years of experience and specific manufacturer factory training. Every year we build upon our list of certified installation products and manufacturers. Our installers are led by our Director of Services and our Project Manager will have constant communication with participating agencies. We will have regular meetings and open communication internally and externally with participating agencies and project partners to ensure a smooth installation and punch list process. Innovative believes in the value of an open line of communication with all key members involved in the project.

Our K-12 Specialists have extensive experience and strong relationships with manufacturer partners and participating agencies. Our team is really what sets us apart!

3. Describe your proposed order and delivery/installation process for this proposal and contract award. Describe the process from order placement, including methods, receipt of order, installation, and any related services. Describe lead time, availability, delivery, installation, etc.

Delivery and Packaging: Innovative Office Solutions can offer blanket wrap shipments, bulk packaging, split shipments, multiple ship points (individual warehousing- with staging areas, assembly areas) allowing for flexible shipping and assembly arrangements. These multiple shipping contingencies also serve as a cost savings and conveniences to end users.

Inside Delivery: Vendor is responsible to meet the delivery truck at the district site, assist in the unloading of the furniture, inspect for damage, and verify that shipment is complete. No installation is provided with this service.

Installation: Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the bidder or contractor. The bidders shall be responsible for obtaining dimensions and other such data that may be required to assure exact fit to work under another contract or as intended by the District. Successful bidder shall completely remove from the premises all packing, crates, and other litter due to their work, in district provided dumpsters. Successful bidder shall be responsible for surface cleaning of the installed products. The bidder shall also be responsible for the cost of repairing any damage to existing work that is caused by them during the installation of their equipment. Rates as bid are assuming that the building and area where work is to be performed is clear of debris, construction materials and any obstructions. Building must have a loading dock to accept semi-tractor trailer loads. Each site must have a service type elevator if second or third floor installations are part of the contract. If any of the above criteria are not met, additional charges may apply.

4. Describe your company's fill rate and ability for on-time delivery and history of meeting shipping, delivery, and project installation timelines.

We work diligently with our clients at the beginning of the project to understand project needs, budget, and timeline requirements. This supports our on-time delivery and meeting project deadlines. Our team will proactively work with our vendor partners to ensure product availability. Our Project Managers will develop timelines for participating agencies outlining critical dates to be reviewed by team members and partners. Collaborative alignment on key milestones will be critical throughout these projects.

How we will manage timelines:

- Create an overall project timeline that includes deadlines and installation coordination with key stakeholders

- Identify milestones to ensure design development is on schedule
- Work through custom solutions with the manufacturer to meet deadlines
- Communicate day-to-day and at weekly meetings
- Communicate any delays and changes that may occur

In the event of unforeseen circumstances such as supply chain issues, global pandemic, natural disasters, etc. our Project Team works directly with the end user on each item, this includes suggesting an alternate product that may be available for immediate fulfillment while adhering to the contract or to provide an availability date for the original item.

5. Describe your company's customer service/problem resolution process. Include hours of operation, number of services, modes of contact, etc.

Participating agencies main point of contact will be their dedicated Account Executive. Furniture Specialists are heavily involved throughout the project along with CPC's dedicated customer service team.

Innovative focuses heavily on having an empowered team who are able to make quick decisions on the front lines to do the right thing for our customer. Our dedicated Customer Service Team is front line support for resolution of any product or service quality issues that occur. They are available via phone, email and online chat. Their response time is generally immediate, with a goal of issue response on the first call, and within the hour for resolution. If there is a quality or service issue, the issue is logged and corrective actions are identified for short term and long-term impact. Any issues that can't be resolved in the first call are owned by the individual who received the call. They are responsible to ensure the issue is resolved even if another individual is involved to assist.

In cases where escalation does need to occur, your Account Executive is authorized to make any additional decisions with the full support of the Innovative leadership team. Our flat organizational structure also provides your team with direct access to the top level of the organization and all available resources should the need arise.

Daily huddles are conducted to ensure that all issues from the day are debriefed and resolved. Live Chat post-survey responses are reviewed by Customer Service Management, and there is a feedback link to management in all email signatures. Any feedback received from customers that requires attention is reviewed with the employees involved and additional coaching is provided as needed.

Our culture is built on the compelling Brand Promise of Expect Response, Expect Reduction and Expect Relief. This is the measurement against which all of our performance is measured. If at any time we do not live up to this brand promise, we will do whatever is necessary to remedy the situation.

6. Describe how your company plans to educate and train company personnel on the contract terms and conditions, details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Innovative has a team approach to servicing our customers and believes they are better served when a dedicated relationship is established. Participating agencies will have a dedicated team that knows contract terms, conditions, details, and promotion of the contract. This model allows us to quickly share knowledge and resources, as well as utilize our in-house training tools to efficiently train additional team members to accommodate growth if needed. The team includes General Manager, Contract Manager, Sales Manager, Marketing Manager, Customer Service Manager, and Account Managers/Executives and their respective team members. The team attends on-going manufacturer updates and product training to keep current on new product introductions, modifications, trends, etc. On-going contract training is provided to all team members servicing this contract.

7. Describe your company's contract implementation or customer transition plan.

The Innovative implementation process is collaborative and highly effective. We begin with an implementation plan but highly customize it based on the unique needs of our customers. The process will begin with a detailed discovery process to understand your organization, any potential obstacles that exist, the desired timeline and outcome, and design an approach that meets your objectives.

The timeline for implementation would be developed after initial meetings with your implementation team to define the appropriate phases and understand the scope of work. We believe we can move quickly, but deliberately to effectively manage the change. The dedicated team approach and the Innovative service levels go a long way to managing this change in a way that minimizes disruption.

During account setup, participating agencies will default to the current CPC contract and will follow contract pricing, contract terms and conditions, and details.

8. Describe your company's experience and ability to work with punch-out and cXML marketplace systems.

Innovative has extensive experience with punch-out catalog integrations. Currently we have over 1,400 customers who are set up to shop and submit orders from Innovative via punch-out catalogs, supporting a wide variety of customer platforms such as Ariba, SAP, Oracle, Jaggaer, PeopleSoft, ESM, Sungard, Verian, EqualLevel, Skyward, Smart Finance, Coupa, Paramount and more. Transactional furniture and products are available through our existing catalog connection while large contract and custom project furniture is typically not available through punch-out and cXML marketplace systems. At Innovative, we understand what it takes to provide a successful punch-out experience. It's rarely as simple as just activating such an integration. It requires thoughtful exploration and planning with each customer to ensure their unique needs are being met from a data and workflow perspective. Additionally, we are uniquely equipped with the technical capability of a large organization, but the nimble ability to implement customizations quickly without the lengthy red tape and cumbersome processes you might find with our larger national competitors.

9. Provide any additional information relevant to this section.

We are passionate about cocreating full school solutions with participating agencies and key stakeholders. We take the project needs to the next level and offer insights and solutions. We understand now more than ever the way students learn is evolving at an extremely rapid pace. With continual advancements in technology and distance learning, environmental design, and changes in teaching methods, we aspire to support the journey of all students and staff. Our team of experts at Innovative will support you every step of the way. With decades of experience and hundreds of manufacturing partners, we will bring insight and guidance for each project. We can balance the aspirational vision along with practical solutions to fit every need both big and small. Whether it be transactional or quick ship products or large district-wide design solutions we've got your back!

Products, Service & Pricing

1. Indicate the level of support your company will offer on this contract category.

- ☒ Pricing is better than what is offered to individual educational agencies.
☐ Pricing is better than what is offered to cooperative educational agencies.
☐ Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

No contracts are the same and have varying benefits by volume and manufacturer – we offer competitive pricing that spans volume and manufacturer mix that is on par with a variety of contracts and has specific advantages for volume and multiple manufacturers - contracts are flexible for quantities, multi-year projects, end column pricing and volume

2. Describe how participating agencies will verify they are receiving contract pricing.

All projects are assigned a contract number that can be verified. Our quotes will reflect discount off of list and will show total list price. To verify against the discount tiers in the contract verified list pricing is available upon request. CPC will be provided current list pricers upon request.

3. Describe any shipping charges along with definitions for:

Dock Delivery
Liftgate Service
Inside Delivery

Variety of delivery services are available: Dock Delivery is product left at or on the dock. Dock delivery is standard delivery, and all quotes will reflect freight charges prior to ordering. Liftgate service requires a trailer or lift truck with liftgates attached to offload product. Liftgate Delivery will have an additional charge and can be quoted prior to ordering. Inside Delivery is product that is brought inside to designated staging or final location. Inside Delivery will have an additional charge and can be quoted prior to ordering. Delivery type and charges will be determined prior to delivery with participating agency.

4. Describe your warranty and warranty process for all products and services.

Manufacturer warranties vary by manufacturer and product line, but you can expect from 2 years to limited lifetime warranty. Please see each manufacturer's warranty statement for more details, which can be found in price list, product catalog, and/or on manufacturer website.

5. Describe the return process and restocking fees associated with a return.

Returnable product is determined by manufacturer. If the manufacturer allows returns, there may be a restocking fee incurred. If there is the restocking charge is as follows: 35% re-stocking fee of the list price plus any freight charges. Original box or container must be in good condition and product must be returned in original box/container. Returns are allowed following the restocking requirements outlined above. The participating agency will receive credit once product is received by the manufacturer and Innovative is credited.

6. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large orders, single ship to location, annual spend, guaranteed quantity, etc.

Smith System offers extending initial like discounts up to 45 days after delivery of original order. Customer can place order for like product to same location at same discount as original order

7. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

When possible, Innovative asks for a 50% deposit on projects over \$75,000. The deposit is essential as our vendor partners require payment from us when placing orders. Once the deposit is received, we will place your order. Payments must be in the form of check, ACH, or wire transfer. Credit cards are not accepted for deposits or other furniture payments over \$5,000. Payment terms are net 30 days. Negotiations with participating agencies can be considered.

8. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.

Manufacturers typically will have price increases at the end of calendar year; however, they reserve the right to make pricing changes at their discretion at any time during the year. If price adjustments occur, we will provide a letter with a 30-day notice from the manufacturer stating the increase.

9. Describe how future product introductions will be priced and align with contract proposed pricing.

Typically, a new product introduction will be part of their product category and it is up to the manufacturer to classify their new product launch. Discounts will follow their proposed product category when applicable.

10. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Innovative has extensive experience with the management, maintenance, and use contracts with customers, states, and cooperatives. We have integrated contract pricing parameters by contract and customer into our quoting and pricing ERP systems to ensure team members have access to the appropriate vendor and contract pricing for each quote and project. Additionally, Innovative internally reviews monthly contract usage and provides external reporting quarterly to the required customer, State, or cooperative.

11. Provide any additional information relevant to this section.

[Innovative's Terms and Conditions, Furniture and Design](#). Payment terms will follow contract language in question 7.

Value Add

1. Describe any "added value" attributes being offered to CPC and its participating agencies to enhance and add value when purchasing products and services through your company.

Our sales volume in the educational vertical continues to grow and we continue to expand in this market. We have many happy repeat customers who appreciate the Innovative approach built on the foundation that Relationships Matter. Through our network and experience with manufacturer partners, past customers, and industry professionals we have a lot of insight to bring into educational environments. We collaborate with architecture and design firms, manufacturers, dealers, and customers across the county to keep us up to date on things that are happening in the industry along with design and product trends.

In our Burnsville office we have a dedicated K-12 showroom to support design decisions and project visualization. Our team of Account Executives, Specialists, Designers, Project Managers, and Installers help us maintain a top ranking with manufacturer partners. We have maintained year over year growth which supports our buying power, pilot programs,

product demos, manufacturer representations, and additional services for our projects. The size of our organization and volume provides us with increased resources to share with participating agencies.

Exceptions & Deviations

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

Innovative reserves the right to make changes in list pricing based on manufacturer's change in list pricing. Innovative must give CPC a 30-day notice.

Innovative reserves the right to make changes in the discount off list based on manufacturer's request must be a 30-day notice given from manufacturer to Innovative. Innovative would also give a 30-day notice to CPC. Due to unforeseen circumstances such as supply chain issues, global pandemic, natural disasters, etc.

To stay in alignment with other state purchasing and contracts, Innovative will not exceed a 1% admin fee.

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.

Respondents must include the following when requesting exceptions:

- **RFP section number and page number**
- **Describe the exception**
- **Explanation of why this is an issue**
- **A proposed alternative to meet the needs of participating agencies and the cooperative**

Supplier Forms & Signatures

RFP #24.6 – Furniture, Installation and Related Services

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled “***Forms & Signatures – Name of Company***”.
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Forms & Signatures – Name of Company”:

1. [Contract Offer & Award](#)
2. [Uniform Guidance “EDGAR” Certification Form](#)
3. [Subcontractor Utilization Form](#)

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name	Innovative Office Solutions LLC	Date	10/5/23
Address	151 Cliff Rd E	City, State, Zip	Burnsville, MN 55337
Contact Person	Brooks Smith	Title	President & CEO
Authorized Signature		Title	President & CEO
Email	bsmith@innovativeos.com	Phone	952.698.9226

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency	_____	Authorized Signature	_____
Name	_____	Title	_____
Awarded this	_____ day of	Contract #	_____
Contract/Agreement to Commence	_____		

EDGAR Certification Form

2 CFR Part 200

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding vendor default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

(B) Termination for Cause and for Convenience

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor, in the event the vendor fails to” (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The vendor will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other vendors when it is in the best interest of the participating agency.

(C) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a

wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Right to Inventions Made Under a Contract or Agreement

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Order 12549 and 12689)

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the vendor certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the vendor certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

(J) Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the vendor hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, vendor certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Business Name Innovative Office Solutions

Full Name Brooks Smith

Authorized
Signature

Title


President & CEO

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: CPC RFP #24.6 – Furniture, Installation and Related Services
Solicitation Number: 24.6
Vendor Name: Innovative Office Solutions

If a subcontractor will not be used, check this box: ☐

Company Name: Corporate Installations
Street Address: 14410 21st Ave North
City, State, Zip: Plymouth, MN 55447
Telephone: 952-345-5859
Primary Contact: Tom Weilbacher
Email Address of Contact: www.tweilbacher@corpinstall.net
Services to be provided: Installation. 17,000 sq. ft. and utilize an inventory data system.

Company Name: Odyssey Commercial Interiors (OCI)
Street Address: 1800 Cliff Road E.
City, State, Zip: Burnsville, MN 55337
Telephone: 763-286-1506
Primary Contact: Sean Nestrud
Email Address of Contact: Sean@odysseycommercialinteriors.com
Services to be provided: Installation. Local Staging area, loading dock, assembly area

Company Name: Brownsworth Incorporated
Street Address: 4155 Berkshire Lane, Suite 200
City, State, Zip: Plymouth, Minnesota 55446
Telephone: 763.249.3648
Primary Contact: Joe DuFour
Email Address of Contact: jdufour@brownsworth.com
Services to be provided: Installation service.

The listed subcontractors are our preferred partners. Additional 3rd party subcontractors are available upon request.

*Due to file size limitations, individual product catalog attachments submitted by Innovative Office Solutions for RFP #24.6 have been removed from this audit packet. The removed catalogs do not alter the pricing, scope, or material terms of their proposal. The complete response received by Innovative Office Solutions, including the omitted product catalogs, is maintained on file by CPC and may be provided upon request.



October 6, 2023

**Cooperative Purchasing Connection
c/o Lakes Country Service Cooperative
1001 E. Mount Faith
Fergus Falls, MN 56537
Attn: Lisa Truax, Procurement Solutions Coordinator**

**RE: Authorization Letter for Innovative OS for Cooperative Purchasing Connection - Bid
RFP #24.6 - Furniture, Installation, and Related Services**

To Whom It May Concern:

This letter is to certify that Innovative OS is an Authorized Dealer in Good Standing with Alumni Classroom Furniture Inc. and is, thereby authorized to submit a proposal, market, sell, distribute, and supply our entire product line for the above referenced bid/contract.

As an authorized dealer of our products, Innovative OS is also authorized to provide installation services, warranty service work and/or maintenance services for Alumni Classroom Furniture Inc. products.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, reading "Joseph Campos". The signature is fluid and cursive, with the first name "Joseph" and last name "Campos" clearly distinguishable.

Joseph Campos
Relationship Support Manager
Alumni Classroom Furniture Inc.
Email: contracts@alumnicf.com
Tel: 1-(833)-939-9300 ext. 509



October 3, 2023

Cooperative Purchasing Connection
1001 E Mount Faith
Fergus Falls, MN 56537

Reference: RFP 24.6 - Furniture, Installation and Related Services

To Whom This May Concern:

This letter serves to verify that Innovative Office Solutions, as of the date of this letter, is an authorized dealer to purchase products for resale to customers in support of the CPC Furniture, Installation and Related Services RFP 24.6. Should you have any questions, please give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Cindy R. Hawkins".

Cindy Hawkins
Bid Manager/Dealer Support Services
Artcobell Corporation
chawkins@artcobell.com
254 899-3610

Below is the discount structure that we can offer for this RFP:

Tier 1	\$1 - \$2,500	68%
Tier 2	\$2,501 - \$10,000	68%
Tier 3	\$10,001 - \$50,000	68%
Tier 4	\$50,001 - \$100,000	69%
Tier 5	\$100,001 - \$175,000	69%
Tier 6	\$175,001 – Over	69%

Discounting to be taken from the price in effect at the time the order is place.

Please send all large opportunities in to the bid team for evaluation/pricing.

CPC RFP can only be used in MN, ND and SD.



COLUMBIA MANUFACTURING INC.

www.columbiamfginc.com

ONE CYCLE STREET * WESTFIELD, MASSACHUSETTS 01085 * 413-562-3664 * FAX 413-562-1546

October 6, 2023

To whom it may concern,

This letter confirms that Innovative Office Solutions is a current dealer in good standing of Columbia Manufacturing, Inc. and is authorized to bid our complete product catalog on the CPC Furniture Joint Purchasing contracts for MN, ND, and SD. Columbia authorizes Innovative Office Solutions to sell, install and service Columbia products related to the CPC Contract.

Please feel free to contact me directly if you have any questions or if I can be of further assistance.

Regards,

Angela Cooley
Sales Representative
Columbia Manufacturing Inc.
413-562-3664 Ext. 105



October 5, 2023

Cooperative Purchasing Connection – RFP – 24.6

RE: Letter of Authorization for **Innovative Office Solutions**

To Whom It May Concern:

Innovative Office Solutions is an authorized dealer in good standing for Diversified Spaces and, thereby authorized to market, sell, distribute, warranty and supply our products on the above referenced bid/contract for all 50 States.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Sarah Hanson". The signature is written in a cursive, flowing style.

Sarah Hanson
Contract Administration



OCTOBER 10, 2023

RE: Letter of Authorization for Innovative Office Solutions for CPC

To Whom it May Concern:

Please be advised that Innovative Office Solutions is a Fleetwood Furniture dealer in good standing and is authorized to bid on and sell Fleetwood Furniture products. Our dealer network will provide delivery and installation services according to Fleetwood's standard terms.

Fleetwood dealers are required to represent our warranty in the market and service needs after the product sale. We are proud of our 65 years of partnering with local dealerships.

If you have any questions, please do not hesitate to contact me directly.

Drew Ericks

Drew Ericks
Contract Manager
Fleetwood Furniture
drewe@fleetwoodfurniture.com



1770 East Keating Avenue
Muskegon, MI 49442
231.366.4791

Jay L. Krause, National Contracts Manager
Tina M. Rader, Contracts Manager

October 2, 2023

Cooperative Purchasing Connection
Attn: Lisa M Truax
1001 E. Mount Faith Avenue
Fergus Falls, MN 56537

Re: 24.6 – Furniture, Installation and Related Services

Innovative Office Solutions

Dear Procurement Professional:

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include: sales, service, warranty, installation, etc.) on our behalf.

If you have any questions, or if I can be of further assistance in any other capacity, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink that reads "Jay P. Krause".

Jay L. Krause

Global Furniture Group
17 West Stow Road, PO Box 562, Marlton, New Jersey, USA 08053
t 856.596.3390 or 800.220.1900 | f 856.596-5684 | globalfurnituregroup.com



12 October 2023

Cooperative Purchasing Connection
Purchasing Services
1001 E Mount Faith
Fergus Falls, MN 56537

Manufacturer's Confirmation of Authorized Servicing Dealer for Cooperative Purchasing Connection RFP #24.6 for Furniture, Installation and Related Services

Dear Cooperative Purchasing Connection:

Global Industries, Inc. ("Global") is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty markets furniture and related ergonomic accessories. Global Furniture Group, Evolve, and Offices To Go are trade styles of Global products.

Per Section IV - Technical Specifications, Section A, #3i in Cooperative Purchasing Connection's current RFP #24.6 for Furniture, Installation and Related Services, please accept this correspondence as confirmation that Innovative Office Solutions is an authorized servicing dealer in good standing. They are approved to represent, market, specify, quote, sell, distribute, warrant and service Global Furniture Group, Evolve, and Offices To Go products to Cooperative Purchasing Connection members.

Innovative Office Solutions is authorized to submit a sealed bid specifying Global Furniture Group, Evolve, and Offices To Go products for Cooperative Purchasing Connection's current RFP #24.6 for Furniture, Installation and Related Services.

Please feel free to contact me directly if you have any questions or concerns regarding this submission. Global appreciates your ongoing support and looks forward to serving Cooperative Purchasing Connection.

Regards,

KATIE L. HIGGINS
Senior Manager - Contracts & Authorized Representative
khiggins@globalfurnituregroup.com

global
furniture
group



Make your space work.

October 2, 2023

Innovative Office Solutions LLC
151 Cliff Rd E
Burnsville, MN 55337-1586

RE: Dealer Authorization | CPC

To Whom This May Concern:

This letter certifies that Innovative Office Solutions LLC is a fully authorized dealer for The HON Company. They have access to the full line of HON Company product, manufactured by The HON Company and is authorized to sell, install and service our products.

Should you have further questions or need more information, please do not hesitate to reach out.

Sincerely,

Sherri Hunt

Sales Operations Manager
SalesOpsTeam@honcompany.com



October 4, 2023

RE: CPC furniture Joint Purchasing contracts for MN, ND & SD
RFP #24.6 – Furniture, Installation and Related Services

To Whom it May Concern:

Please be advised that Innovative Office Solutions is an authorized distributor / dealer in good standing with High Point Furniture Industries. They are authorized to promote, advertise, sell, service and distribute all products manufactured by High Point Furniture Industries.

High Point Furniture Industries was established in 1958 and is a woman-owned privately held manufacturer of casegoods, office seating, reception and collaborative seating products. Our products are built-to-order in two facilities with more than 400,000 square feet of manufacturing space in High Point, North Carolina. Our products are produced here in the USA and ship fully assembled.

If you have any questions, please feel free to contact me directly at 800-447-3462 or by email at sherrih@hpfi.com.

HIGH POINT FURNITURE INDUSTRIES, INC.

Sherri Mason

Sherri H. Mason
Sales Operations / Customer Experience Manager

CC: File, CSR, Sales Rep



October 9, 2023

Cooperative Purchasing Connection (CPC)
1001 E Mount Faith
Fergus Falls, MN 56537

RE: Letter of Authorization for Innovative Office Solutions
RFP #24.6 – Furniture, Installation and Related Services

To Whom It May Concern:

Innovative Office Solutions (IOS) is an authorized dealer in good standing for Integra, Inc. dba Integra Seating, and, thereby authorized to submit pricing for our products on the above referenced bid.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script, reading "Tracey Putnam".

Tracey Putnam
Contracts Administrator
Integra, Inc.
(262) 314-6905
tputnam@integraseating.com



October 12, 2023

Re: Letter of Authorization for Innovative Office Solutions
CPC Furniture Joint Purchasing Contracts
for Minnesota, North Dakota and South Dakota

To Whom it May Concern:

Innovative Office Solutions is an authorized dealer in good standing for Interior Concepts Corporation and is authorized to provide our furniture and services as required on the above referenced bid and resulting contract.

Please reach out to me should there been any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Laurel Davis", is written over a light blue rectangular background.

Laurel Davis
Chief Legal Officer
614-266-4030



October 10th, 2023

To Whom it May Concern,

Innovative Office Solutions is an authorized Jonti-Craft dealer to sell on the Cooperative Purchasing Connection Contract. They have access to our complete line of products.

If you have any questions, you can reach out to us at 1-800-543-4149 x 6241 or bids@jonti-craft.com.

Sincerely,

Allie Sagedahl

Contract Specialist

September 30th, 2023

Cooperative Purchasing Connection

RE: Bid #24.6 – Furniture, Installation, & Related Services

To Whom It May Concern:

Innovative Office Solutions is an authorized dealer in good standing for mediatechnologies and, thereby authorized to bid our products and sell to Bid #24.6 – Furniture, Installation, & Related Services.

Innovative Office Solutions is authorized to provide installation services, warranty services, as well as maintenance work for all products and product lines.

There are no restrictions of sales or restrictions of product lines available Innovative Office Solutions for this RFP, for the full line of mediatechnologies®, products and product lines.

We do offer a quicker ship program of selected products in select finishes for your use as needed.

We thank you for the opportunity to be a part of this contract. Please feel free to contact me should you have any questions.

Sincerely,



Jake Seaver
VP of Sales & Marketing



892 Industrial Park Dr. • Shelby, MI 49455
Phone: 231-861-2194 • Fax: 231-861-6687
www.mediatechnologies.com
sales@mediatechnologies.com

mediatechnologies®



Corporate HQ & Manufacturing

2885 Lorraine Ave. | Temple, TX 76501
P: 800.749.2258 | F: 866.888.7483

Showroom

4930 S. Congress Ave. #305 | Austin, TX 78745
P: 800.749.2258

October 9, 2023

RE: Letter of Authorization – Innovative Office Solutions, LLC
Bid Title: Cooperative Purchasing Connection (CPC) Furniture Joint Purchasing Contract
RFB Bid #: **24.6 – Furniture, Installation and Related Services**

To Whom is My Concern,

Innovative Office Solutions, LLC is an authorized reseller, in good standing, on behalf of MooreCo, Inc. They are authorized to sell, market, distribute, install, warrant and service our products and we hereby extend our full warranty to Innovative Office Solutions, LLC for all MooreCo, Inc. products they sell on the above referenced contract.

Please do not hesitate to contact me, should you have any questions or need any additional information.

Sincerely,

Bonnie Green

Bonnie Green
Bid/Contract Manager
bgreen@moorecoinc.com
Office: 800.749.2258 x346
Direct #: 254.651.3773



A GLOBAL COMPANY

October 3, 2023

Cooperative Purchasing Connection
1001 E Mount Faith
Fergus Falls, MN 56537

RE: Letter of Authorization: Innovative Office Solutions
RFP #24.6 – Furniture, Installation and Related Services

To Whom It May Concern:

Innovative Office Solutions is an authorized dealer in good standing for SICO America, Inc. and, thereby authorized to market, sell, distribute, warrant and supply our products on the above referenced Request for Proposal.

Please feel free to contact me should you have any questions.

Sincerely,

Brian Flanagan
National Sales Manager – Education Division
SICO America, Inc.



October 4, 2023

Cooperative Purchasing Connection

Re: RFP #24.6 – Furniture, Installation and Related Services

This letter shall serve as confirmation that Innovative Office Solutions is an authorized dealer for Smith System Manufacturing Company, Inc. in good standing and as such is authorized to submit a proposal for our products on RFP #24.6.

Innovative Office Solutions, as our dealer, is authorized to provide installation service, warranty service work and/or maintenance service work.

Innovative Office Solutions is a dealer for our entire product line and not restricted in any way.

Sincerely,

Lorrie Gibbs
Contract Manager
Smith System Manufacturing Company, Inc.
1150 Luna Rd
Carrollton TX 75006
800-328-1061
lorries@smithsystem.com

Smith System®

302 Fellowship Road
Suite 110
Mount Laurel, NJ 08054
USA

Telephone 856.596.7608
tekunion.com

tekunion

October 12, 2023

Cooperative Purchasing Connection
1001 E. Mount Faith
Fergus Falls, MN 56537

Re: Letter of Authorization – Innovative Office Solutions
RFP #24.6 - Furniture, Installation and Related Services

To Whom It May Concern:

This letter will confirm that Innovative Office Solutions, located at 151 Cliff Road East, Burnsville, MN, is an authorized Teknion dealer and has full access to all of Teknion's product lines. Innovative Office Solutions is also authorized to provide all related services with regard to our products including installation, warranty and maintenance.

Please do not hesitate to contact the undersigned directly with any questions about the foregoing.

Sincerely,

TEKNION LLC



JEFFREY M. KRAUS
Vice President, Business Operations



We Can.
DESIGN. BUILD. DELIVER.

October 2, 2023

Cooperative Purchasing Connection – RFP#24.6 - Furniture, Installation and Related Services

RE: Letter of Authorization for **Innovative Office Solutions**

To Whom It May Concern:

Innovative Office Solutions, is an authorized dealer in good standing for WB Manufacturing and, thereby authorized to market, sell, distribute, warranty and supply our products on the above referenced bid/contract.

Please feel free to contact me should you have any questions.

Sincerely,

Sarah Hanson
Contract Administration



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: clientcontactcenter@fedins.com

Phone: 1-888-333-4949

Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT
NAME: CLIENT CONTACT CENTERPHONE
(A/C, No, Ext): 888-333-4949FAX
(A/C, No): 507-446-4664E-MAIL
ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURED
INNOVATIVE OFFICE SOLUTIONS LLC
151 CLIFF RD E
BURNSVILLE, MN 55337-1533

320-922-8

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 458

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO- JECT ☐ LOC OTHER:	N	N	9872356	06/04/2023	06/04/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	9872356	06/04/2023	06/04/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION	N	N	9872357	06/04/2023	06/04/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N	9411355	06/04/2023	06/04/2024	☒ PER STATUTE ☐ OTHER E.L EACH ACCIDENT \$1,000,000 E.L DISEASE EA EMPLOYEE \$1,000,000 E.L DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

320-922-8
COOPERATIVE PURCHASING CONNECTION
1001 W MOUNT FAITH
FERGUS FALLS, MN 56537

458 1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Criteria	Yes/No	K-Log	Duet Group	Innovative
Required Submittals		Yes	Yes	Yes
Minimum of five (5) years of experience with designing, obtaining, delivering, stalling and supporting the product lines offered		Yes	Yes	Yes
Debarment and suspension verification check		Yes	Yes	Yes
Criteria	Points			
Qualifications & Experience	20	20	18	20
Performance Capability	30	20	20	28
Value Add	5	0	0	1
Products, Services & Pricing	45	30	25	43
Total Scores	100	70	63	92

December 12, 2023

Innovative Office Solutions
Attn: Brooks Smith
151 Cliff Road E
Burnsville, MN 55337

Award Decision, RFP #24.6 Furniture, Installation and Related Services

Dear Mr. Brooks Smith:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #24.6 Furniture, Installation and Related Services.

The evaluation committee, using the criteria outlined in the RFP documents, has completed its review of the proposals received.

CPC is pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the CPC and the North Dakota Educators Service Cooperatives (NDESC) Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; CPC looks forward to working with you.

Regards,

Melissa Mattson

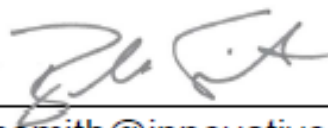
Melissa Mattson, Director
Cooperative Purchasing Connection

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

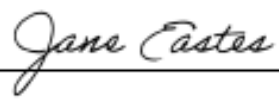
Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name	<u>Innovative Office Solutions LLC</u>	Date	<u>10/5/23</u>
Address	<u>151 Cliff Rd E</u>	City, State, Zip	<u>Burnsville, MN 55337</u>
Contact Person	<u>Brooks Smith</u>	Title	<u>President & CEO</u>
Authorized Signature		Title	<u>President & CEO</u>
Email	<u>bsmith@innovativeos.com</u>	Phone	<u>952.698.9226</u>

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency	<u>Cooperative Purchasing Connection</u>	Authorized Signature	
Name	<u>Jane Eastes</u>	Title	<u>Deputy Director</u>
Awarded this	<u>12</u> day of <u>December</u>	Contract #	<u>24.6</u>
Contract/Agreement to Commence _____			