

CITY OF STOCKTON COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1.	Cooperative/Piggyback Name:	Sourcewell	
2.	Contractor:	Krueger International Inc., dba KI	
3.	Cooperative Agency Agreement Name and Agreement Number:	Sourcewell Contract Number 121919	
4.	Cooperative Agency Initial Agreement Term:	Start Date: February 18, 2020 End Date: February 18, 2024	
5.	Cooperative Agency's Agreement-Options to extend:	Up to one additional one-year period.	
6.	Cooperative Agency Amended Term:	Not applicable	
7.	Cooperative Agency Remaining Options to Renew:	Not applicable	
8.	City of Stockton Cooperative Purchase Agreement Term:	Start Date: July 1, 2020 End Date: February 18, 2024	
9.	City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$355,163 for the term of the Agreement.	

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AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Sourcewell Contract Number 121919 ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

- 1. **Agreement Term:** The Term of this Agreement shall remain in effect from July 1, 2020 through February 18, 2024 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not go beyond the term stated in the COOP fully executed amendment.
- 2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Agreement.

- 3. **Compensation:** City and Contractor do hereby enter into this Agreement for lockers available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$355,163 for the purchase and installation of lockers. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.
- 4. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON	CONTRACTOR NAME.
Harry Black, City Manager	By: Signature
	Print name
ATTEST:	Title:
Eliza R. Garza CMC, City Clerk	[If Contractor is a corporation, signatures must comply with Corporations Code §313]
APPROVED AS TO FORM:	By: Signature
City Attorney,	
	Print name Title:



Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Krueger International Inc.**, **dba KI**, 1330 Bellevue Street, P.O. Box 8100, Green Bay, WI 54308 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.
- C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.
- D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

- B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

- B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.
- C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

- D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
 - 1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 - 2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
 - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.
- F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
 - Maintenance and management of this Contract;
 - Timely response to all Sourcewell and Member inquiries; and
 - Business reviews to Sourcewell and Members, if applicable.
- B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address:
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

- A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

- 1. *Notification*. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
- 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
- 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).
- F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to 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. The contracts 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 C.F.R. § 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). 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 C.F.R. § 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 work week of 40 hours. Work in excess of the standard work week 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 work week. The requirements of 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 which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell DocuSigned by: Jeremy Schwartz

Title: Director of Operations &

Procurement/CPO

Date: 2/17/2020 | 5:07 PM CST

Krueger International Inc. dba KI

DocuSigned by: Guy Patkze

Title: Assistant Secretary

2/18/2020 | 7:11 AM PST

Approved:

DocuSigned by:

TE42B8F817A64CC.... Chad Coauette

Title: Executive Director/CEO
Date: _____2/17/2020 | 6:58 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and **Services**

Vendor Details

Company Name: Krueger International, Inc.

Does your company conduct business under any other name? If

ΚI

yes, please state:

PO Box 8100

Address:

Green Bay, WI 54308-8100

Contact: Lee Amundson

Email: lee.amundson@ki.com

Phone: 800-454-9796 920-468-2781 Fax: HST#: 39-1375589

Submission Details

Monday November 11, 2019 10:11:49 Created On: Wednesday December 18, 2019 14:55:34 Submitted On:

Submitted By: Lee Amundson Email: lee.amundson@ki.com

Transaction#: 65568d9f-fb8c-441f-b9ab-7550f60a8d82

Submitter's IP Address: 208.50.15.6

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Krueger International, Inc. (d/b/a: KI)	*
2	Proposer Address:	1330 Bellevue Street, PO Box 8100 Green Bay, WI 54308-8100	*
3	Proposer website address:	ki.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Guy Patkze Assistant Secretary 1330 Bellevue Street Green Bay, WI 54302 guy.patzke@ki.com 920.468.2541	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kelli Plamann Contract Program Manager 1330 Bellevue Street Green Bay, WI 54302 kelli.plamann@ki.com 920.468.2719	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARK WALDECKER Corporate Accounts / K-12 Dealer Development Manager P: 920.406.3508 M: 920.327.0195 F: 920.468.2729 E: mark.waldecker@ki.com ki.com ANDY VANSTRATEN Contract Manager P: 920.468.2394 E: andy.van.straten@ki.com ki.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

Who We Are OUR FOUNDATION

The metal chair was KI's flagship product in 1941. Innovative for its time, it brilliantly answered the call for seating that was portable, stackable, durable and affordable. KI recognized the market's need and responded with a welcome solution. The KI folding chair symbolizes a long legacy of listening to our customers. Our insightful ability to solve problems through product design and space planning concepts has made us a respected leader in manufacturing furniture solutions – products that skillfully support the success of customers in the business, university, educational, healthcare, and government markets.

ATTACHMENT A

Today, we've grown well beyond our folding chair origins and offer a broad portfolio ranging from seating and tables to architectural walls and panel systems. Our award- winning innovations reflect a desire to meet your objectives, be your go-to resource and build an enduring relationship with you.

This foundation and a strong market understanding is why KI customers throughout the world continue to rely on our trusted expertise to create solutions that fit their environments. That's why we say we offer far more than furniture ... We're Furnishing Knowledge.

What Makes Us Different We want to hear what you have to say about your goals, how your employees or students want to work or learn, your expectations ... even what you want people to feel when they walk into your space. That way, we can help you make well-informed, educated decisions about your furniture investment. Following are a few more reasons customers keep coming back to KI for furniture solutions.

EASY TO DO BUSINESS

Whether you need help space planning, selecting surface materials, determining what furniture best fits your work style, or coordinating installation with other contractors, we're here to help.

CORE MARKET FOCUS

We stay laser focused on our core markets, persistently growing our knowledge, understanding and experience within each. That helps us design furniture solutions and support services that address the needs specific to:

- Higher Education
 - K-12 Education
- Workplace
 - Healthcare
 - · Federal & State Government

MARKET OF ONE® PHILOSOPHY

We believe the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. We're the right place for furniture, service and fulfillment options that align with your brand, culture and work environment.

FULFILLMENT FREEDOM

We will gladly collaborate and coordinate with any partner, dealer and/or installation entity you choose. We do not prescribe to pre-set distribution channels. Rather, we allow you to determine the best means to manage ordering and fulfillment activities.

EMPLOYEE OWNERSHIP

KI is 100% employee owned and when you own something, you treat it differently. Everyone in the organization from the executive office to the production floor has a stake in the game.

DELIVERY AND INSTALLATION SERVICES

Delivery day should be exciting, not stressful. Should that date need to change for any reason, just let us know. We'll adjust accordingly.

Should you need assistance with fulfillment, KI offers a comprehensive service package. A factory-trained, on-site management team will oversee your project from initial pre-planning meetings through the final walk-through. Options for warranty and

Provide a detailed description of the products and services that you are offering in your proposal.

Furnishing Knowledge Through Design

Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and defining a balance between the basic workstyles (Focus, Interaction, Ideation and Regenerative), and behavioral needs of users.

ATTACHMENT A

Furnishing a business office, a hospital lounge, a classroom, or a government facility takes special knowledge. What choices will best serve the application? How will you create the look to reflect a distinct personality, and the functionality to serve unique needs? KI is here to help. Selling you furniture comes at the end of the process. First, we bring you information, skill, and partnership. We listen to what you need, then work with you to create it. And if we don't already have it, we'll design it from scratch. Our long experience ensures that when we say the "best furniture," we mean the best quality providing the best style and function.

Learning Spaces – Dynamic Collaboration, Conventional Classrooms, Technology Integrated, Engaging/Presenting, and Lecture/Auditorium.

Social Spaces / Third Spaces - Learning Commons/Media Centers, Lobby/Lounge, Cafes and cafeterias/Dining and Living Spaces.

Offices and Workstations – Flexible, Accommodating Workspaces, Peak Performance, Designed to move.

Training Rooms - Transforming Training Environments, Impactful Solutions.

Conference Rooms - Masterful Meetings, Bringing Ideas to the Table.

Storage Solutions - Intelligent, Innovative, Integrated.

Bid Number: RFP 121919

9	What are your company's expectations in the event of an award?	Our overall goal, if awarded, is to continue to grow our ability to offer puricing agencies functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs will continue to be one of our main goals in the relentless drive to make the Customer's experience with KI effortless.
		With the continued partnership with Sourcewell, we believe that we will continue to grow our presence within these core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors and we expect that by continuing to share and enhance the same core values we can continue to grow our Educational and Government accounts by making them aware of the benefits of both Sourcewell and KI.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your	Please find KI's Condensed, Consolidated balance sheet for 2017/2018, Surety Letter and a copy of our current insurance certificate for your review.
11	What is your US market share for the solutions that you are proposing?	Since KI is a privately held, 100 percent employee owned company, we prefer to keep certain information confidential. However, KI defines our business via what we term as "Core Markets". To be a KI Core Market means we must currently maintain a Top 3 position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12 and Government markets are all Core Markets for KI. KI has an experienced team in place that follows this market share and is extremely committed to maintaining and growing those positions.
12	What is your Canadian market share, if any?	KI has have the same commitment to Core Markets in Canada that we have in the United States and other countries throughout the world. We will continue to grow and gain market share on all of our "Core Markets".
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	KI has never petitioned for bankruptcy protection.
14	your written authorization to act as a distributor	KI is a manufacturer, but not only do we make the products, we have the capability to fulfill these orders direct to the member or through a local distributor of their choosing. KI also has the ability to service direct through our Service subsidiary, a one stop shop. At KI, we believe that the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs.
		• Dedicated Service – You will have a team of experienced KI professionals assisting you through the furniture procurement journey. In addition, you have 24/7/365 access to your order information from any electronic device via ki.com/orderstatus.
		• Fulfillment Freedom – While we offer space planning, shipping and installation services, we will never limit you to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity YOU choose. KI does not prescribe to preset distribution channels. Rather, we deploy local KI representatives to work directly with you. KI's approach provides alternative procurement methods that allow you, not the manufacturer, to determine the best means to manage ordering and fulfillment activities. It also provides you the opportunity to reduce costs via bypassing the traditional dealer/"middleman" model, if required.
		This client-centric business model is the engine that continues to drive KI's growth and client satisfaction. Ultimately, clients appreciate the flexibility to make purchasing and fulfillment decisions according to their needs versus what may be most expedient for the manufacturer.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in	Please find all KI's licenses per state attached for your review. KI is authorized to sell products and provide services in all 50 states, the District of Columbia, and Canada. KI complies with applicable federal, state, local, and industry laws for each purchasing member where ever they are located.
	pursuit of the business contemplated by this RFP.	KI does work with third party certified service providers and obtains license verification and insurance certificates for all providers whom we work with.
16	Provide all "Suspension or Disbarment"	KI has not been subject to any suspension or disbarment in the past ten years or

17 Within this RFP category th	Seating	ATTACHMENT A
subcategories of solutions.	- Stack and Guest Seating	
titles that best describe you	- Task Seating	
services.	- Lobby & Lounge Seating	
	- Folding Chairs and Stools	
	- Multiple Seating	
	Storage	
	- Files and Storage	
	- High-density and mobile storage systems	
	Technology Support furniture	
	- Desking	
	- Powered Tables	
	- Tables	
	- Accessories	
	Systems/Modular Furniture	
	- Desking	
	- Casegoods	
	- Panels	
	- Accessories	
	Library Furniture	
	- Tables and Chairs	
	- Lobby &	
	Lounge Cafeteria	
	Furniture	
	- Tables	
	- Folding Tables	
	- Seating and Chairs Early Childhood	
	Furniture	
	- Tables	*
	- Seating and chairs	
	- Storage Audio Visual	
	Furniture	
	- Tables	
	- Accessories	
	Training Furniture	
	- Tables	
	- Desks	
	- Seating and Chairs	
	- Stools Educational Office	
	Furniture	
	- Tables	
	- Desking	
	- Accessories	
	- Seating and Chairs Auditorium/Fixed	
	Seating & Tables Demountable Walls	
	Residence Hall	
	Healthcare	
	- Sleepers	
	- Chairs	
	- Recliners	
	- Casegoods Freestanding Classroom and School	
	Furniture	
	- Tables	
	- Desking	
1	- Seating and Chairs	
	- Storage	
	- Accessories	
	Upholstery	

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Product Design 2019 BUILDINGS™ Editor's Choice — Hiatus Sleeper Bench 2018 A4LE LE Awards, Solution Provider Award — Ruckus Collection 2018 BUILDINGS™ Production Innovation Grand Award (1st Place) — Tattoo Collection 2018 BUILDINGS™ Product Innovation Merit Award (2nd Place) — Ruckus Mobile Height-Adjustable Lectern 2018 Best of NeoCon® Gold — Tattoo Collection 2017 Nightingale Award, Gold — Patient Seating — Ruckus Task Chair 2017 Best of NeoCon® Gold — Ruckus Collection 2017 Best of NeoCon® Gold — Universal Height-Adjustable Screen 2017 Best of NeoCon® Gold — Pallas Loft Collection 2017 BUILDINGS™ Production Innovation Grand Award (1st Place) — Ruckus Collection 2016 Nightingale Award, Gold — Fabrics & Textiles Category — Pallas Gaia Collection 2016 Bightingale Award, Silver - Conference Seating Category — Doni Seating Collection 2016 EdSpaces Innovation Awards, Seating Category Winner — Ruckus Collection 2016 EdSpaces Innovation Awards, Best in Competition — Ruckus Collection 2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) — MyPlace Lounge Collection 2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) — Lightline (Freeform) Architectural Wall 2016 Best of NeoCon® Gold — MyPlace Lounge Collection 2015 Best of NeoCon® Gold — Evoke Architectural Walls 2015 Best of NeoCon® Silver - Soltíce Metal Collection 2015 Best of NeoCon® Innovation Award - Sway Lounge Collection 2015 #9 Contract Magazine Ranking Health Care Textiles Category — Pallas Textiles
		Business and Industry 2018 – Weyenberg Prize for Business Excellence 2018 KI was awarded the Weyenberg Prize for Business Excellence, co-sponsored by the University of Wisconsin – Green Bay and InitiativeOne Leadership Institute. The Weyenberg Prize seeks to honor business excellence – companies where transformational leadership, strategy development, and strategic execution are embedded deep within the corporate culture.
		Sustainability 2010-2019 Green Masters Award – Wisconsin Sustainable Business Council
19	What percentage of your sales are to the governmental sector in the past three years	KI's percentage of sales into the government sector over the past 3 years is between 5% and 25%. KI's product offerings allow for State and Local government to choose functional and quality products without sacrificing the most current styles and collaborative trends. KI experiences sales growth in the Government sector each year. (This growth does not include KI's Prison Industries programs).
20	What percentage of your sales are to the education sector in the past three years	KI's percentage of sales into the educational sector over the past 3 years is between 50% and 75%. KI proudly manufactures furniture solutions that support the freedom to move, a vital need and so much more. Supporting the development of world-class learning environments has been – and always will be – at the very core of KI. It's what we do best. KI has experiences growth in sales within the educational sector each year. KI education markets are critical to KI's vertical market strategy. The combined sales is ranked 1 and 2 within KI's vertical markets.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	KI holds cooperative purchasing agreements with groups such as NASPO, OMNIA and TIPS. KI also holds up to 26 State contracts. A growing number of States have adopted the Sourcewell cooperative and KI Furniture as their lead-state contract. Annual Sales per GPO and State contracts vary from \$100K - \$50 Million. Sourcewell is the most requested and utilized contract in KI's portfolio.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	KI holds a General Service Administration (GSA) Contract, number: GS-28F-0033P. Annually, KI performs in the range of \$1 million - \$50 Million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Tulsa Public Schools: East Central Library	Shawn Parks	918.746.9724	*
Stillwater Public Schools: Sangre Ridge Elementary Library	John Anders, Facilities Director	405.533.6340	*
Florida International University	Mark Marine, Manager of Administrative Services	305.348.7357	*
Department of Juvenile Justice: Fort Myers Youth Academy	Katrina Harvey	239.210.0934	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
College/ University	Education	Wisconsin - WI	Supplied good and services	Approximately \$500K to \$1M/project	Approximately \$5M to \$12M
College/ University	Education	North Carolina - NC	Supplied good and services	Approximately \$250K to \$1M/project	Approximately \$1M to \$8M *
K-12 Public	Education	New York - NY	Supplied good and services	Approximately \$250K to \$500K/project	Approximately \$500K to \$5M
Local Government	Government	Minnesota - MN	Supplied good and services	Approximately \$500K to \$1M/project	Approximately \$1M to \$8M *
Local Government	Government	Florida - FL	Supplied good and services	Approximately \$250K to \$500K/project	Approximately \$250K to \$3M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

	ine	Question	Response *	
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25	Sales force.	KI Locations or Sales Specialist Near You In addition to corporate Academic Material Methods better understand your overall project objectives. KI has broken out the numbers below. National Support and Service: 22 Showrooms — eight of which are international 3 Divisions 8 Manufacturing Locations — three of which are international Field Sales Force: 74 Direct Sales Representatives 87 Independent Sales Representatives 13 Canadian Sales Representatives Corporate Support and Service: 5 staff - Market Development Analysts - The goal of the Market Development area is to generate thousands of "qualified" project opportunities. These projects must be "new" to the field and not already registered in our internal database. 54 staff - Inside Sales Support - KI has a dedicated Inside Sales Support area that works within a specific region to support customers, clients and sales representatives. This area includes actively marketing KI's product offering throughout their designated region. 174 staff — Corporate Customer Service and other Support Teams - When a customer places a call to the KI customer service departments, a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe. Customer Service Agents are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise. Customer Service Team Manager provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics.	*
26	Dealer network or other distribution methods.	Dealer Network KI has 340 approved dealers and 58 approved dealer representatives of listing for your review. Spacesaver Corporation 23 US Area Contractor/Distributor 11 Canadian Distributors	*
27	Service force.	Division of KI – Corporate Services 52 Staff - Installation Management Services (Corporate Services): The Corporate Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained and specialize in the installation, maintenance, and repair of all of KI's products - 9 Staff - Regional Managers - 31 Staff - Installation Supervisors - 9 Staff - Installation and Account Coordinators - 3 Staff - Project Managers - 153 - Certified Installers throughout the country	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Account Management We are transparent when it comes to your project, which than a business transaction. While you will have one main point of contact, know that an entire team will be working on your behalf. The cross-functional team includes tenured industry professionals who specialize in executing large and complex projects. The team is selected based on your needs, so in addition to your sales representative and customer service representative, team members may also be selected from design, manufacturing, finance or any other area of the business that could positively impact the outcome of your project.	A
		CENTRALIZED PROJECT MANAGEMENT KI's centralized approach to project management, offers clients a variety of critical benefits, including: Intimate project knowledge and local representation Access to an experienced corporate team of project managers Access to a dedicated client support team, along with a single point of contact Complementary CAD and other support services (including revisions) Continuity and consistency in project management practices Centralized data management	*
		LOCAL SUPPORT Your sales specialist is based out of your geographic area and can respond to your needs in person, if necessary. This person is responsible for your account as well as specific projects you have in progress and will work with you one-on-one to develop account management plans, discuss projects in progress, perform site reviews, etc. The sales specialist can also engage, when necessary, with his or her district sales leader who can provide account support while ensuring project integrity from start to finish.	
		KI Customer Service Customer service agents interface with design/engineering, manufacturing and logistic departments to handle customer concerns and issues. Standard hours of operation are from 8 a.m. to 5 p.m. with fluctuation for specific geographic areas. When a customer places a call to the KI customer service department, the customer will be greeted by a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible and adheres to four-hour response timeframe.	
		Please find the complete Customer Service Program attached for your review.	
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	KI and its Subsidiaries are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Neither KI nor its Subsidiaries are limited to any geographical area.	*
		KI and its Subsidiaries are able to service all of Sourcewell market segments through the proposed contract.	
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	KI and its Subsidiaries are able to fully serve ALL Sourcewell Member sectors that utilize commercial furnishings through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	KI and its Subsidiaries do not have any specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA. For shipments destined to other U.S. states (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
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Describe your marketing strategy for promoting this contract opportunity.
Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.

Tradeshows KI will market and promote the Sourcewell contract during tradeshows MENT customized literature and signage. KI will actively participate in the AASA, NAEP, I-ASBO, NACO, NIGP and all the additional shows we participates in annually. KI attends approximately 50+ tradeshows a year.

Bid Number: RFP 121919

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Over the years, we've developed a keen eye and learned quite a bit about was will and what doesn't. And it's important to us to share that information with youto inspire you and help you make smart furniture solutions. To that end, we have several resources where you can leverage our experience and get inspired!	∏
		SOCIAL MEDIA For new product ideas and project inspiration, few social media sites have proven more valuable and visual than Pinterest. We've curated endless boards for cool training spaces, work styles, active design, various products, architectural walls, quotes we love, cities we've visited and our favorite #designmoves. If you're looking for inspiration, here's where you'll find it - PINTEREST.	
		In addition, you can also engage with us on these social channels: facebook, twitter, snapchat, Instagram and YouTube.	
		ELECTRONIC CATALOGS We've developed a catalog for each of our core markets. Each catalog offers insights on the market, real-world images, thought-starters and space planning ideas as well as product recommendations. You can flip through the catalogs here or order a printed copy on KI.com.	
		Higher Education Solutions Catalog K-12 Solutions Catalog Healthcare Solutions Catalog Business Solutions Catalog	*
		THOUGHT LEADERSHIP White Papers: Our product design is based on human-centered design. We are often in the field observing, interviewing and experimenting. In addition, our market leadership team is always researching and investigating how our furniture can support the way you work, learn, relax and heal. We've compiled that information into several white papers to help you plan the perfect environment.	
		The Learner's Journey Collegiate/Workplace Design Improving Clinic Design Understanding Active Design	
		KI Blog: If you don't have time to thoroughly read a white paper, you can glean a lot of info thought leaders.	ſ
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Marketing Sourcewell proactively and jointly market KI's contract to agencies nationwide throughout the United States through a network of major sponsors (AASA, NAEP, I-ASBO, NACO, NIGP) and state-level sponsors. In addition, Sourcewell staff will enhance the Supplier's marketing efforts through in-person/phone meeting with public agencies, participation in key events, tradeshows, web site, social media, publications, and by providing online tools to the Supplier's sales force.	
		Training Anticipate that Sourcewell would be dedicated to the training and education of KI's s Sourcewell contract.	*
		Knowledge Management Support Anticipate Sourcewell would provide resources and tools that marketing, training, and targeting data.	ď
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	KI offers an e-procurement ordering process via third party technologies. These private "purchasing portals" are available for qualified requests. KI customers use the e-procurement system as a means of transacting online purchase orders via private web pages, individually loaded with customer-approved style and finish options as well as contract pricing. These electronic systems allow numerous locations and purchasing entities to utilize one central method of submitting purchase orders, which streamlines paperwork and improves communication.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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36	Describe any product, equipment,	KI provides published installation/ assembly instructions and user / maintenance manufacture.	T
	maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	products directly to the client at no additional cost. Along with written information, KI personnel can provide hands-on product training. This valuable face-to-face interaction between knowledgeable KI employees and client facilities personnel provides a proactive learning experience and offers a forum in which to raise questions and discover the most efficient methods of product handling. Once trained, facilities personnel can handle a wide range of product maintenance procedures, eliminating the need to hire outside labor for simple product adjustments. This would be an optional request at no additional charge.	*
37	Describe any technological advances that your proposed products or services offer.	Innovation KI is a unique contract furniture manufacturer. We use a Go-To-Market strategy to tailor products and service solutions to the specific needs of each customer. In fact, many of our "standard" products were born out of the need to solve a particular customer's challenge. Once we develop a furniture innovation, we share in the success of these personalized solutions by making them available to all our customers.	
		Innovation is Part of Our DNA Innovation: Large Space Installation KI has demonstrated the ability to create unique, productive, ergonomically complete work environments based on our client's goals and objectives.	
		Innovation: Implement IPD Process and Save Time KI continues to evolve the innovation proce maximize efficiency through all phases of design, fabrication and construction.	g *
		The key to a successful IPD process is early trade involvement. KI recognizes that organizations that work on different projects can bring interesting points of view on how to handle specific workplace issues. Electricians and data management specialists can enlighten us on their challenges in managing technology and power that we can integrate with our product solutions. General construction works closely with KI, especially on movable wall projects, because interior architecture and furniture are so tightly entwined.	
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please reference KI Circular Economy Model - Attachment	*
39	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please reference KI Eco-Labels Ratings Certifications - Attachment	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As an equal opportunity employer, KI implements fair labor and business hackes liberal levels of the organization. Promoting a balanced playing field in the marketplace, KI follows basic guidelines when selecting subcontractors. Ensuring fair procurement of products and services, KI participates in the development, preparation and execution of individual subcontracting plans and monitors performance relative to each plan. The company's support of minority and women-owned enterprises is demonstrated through outreach efforts, internal guidelines and processes, contractual language and incentive plans. Some of the specific ways KI can meet supplier diversity initiatives include. Outreach efforts to obtain sources: Contracting minority and small business trade associations Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (Pro-Net) System. Attending small, minority and women-owned small business procurement conferences and trade fair. Internal efforts to guide and encourage purchasing personnel: Presenting workshops, seminars and training programs Establishing, maintaining and using small, hubzone small, small disadvantaged and women-owned small business source lists, guides and other data for soliciting subcontracts. Monitoring activities to evaluate compliance with the subcontracting plan KI also participates and cooperates in pertinent studies and/or surveys as well as periodic compliance reporting which show compliance with subcontracting plans. Please find "KI's Minority Plan for 2019" attached for your review. You will also find the certification for each dealer partner listed on the approved dealer list attached for question 26. Dealer Network.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	KI has numerous unique qualities. The Sourcewell member is the most important customer to KI. Some manufacturers have to keep their largest distributors happy and large distributors have to keep their key providers happy, KI is only concerned with providing the right solution for the Sourcewell members. If standard furniture options just aren't working for you and you need an "outside the box" solution, look to Infinity from KI. Approximately 20% of all KI solutions fall into the category of Infinity, compared to an industry average of roughly 1%. Whether you want to modify an existing KI product or create something from concept, we can help. The Education and Government customers are KI's "Core Markets". The Sourcewell members aren't an opportunity market for us they are who we interact with on a daily basis to improve learning and productivity. KI is 100% employee owned ESOP Company. Every employee/owner is responsible for and committed to doing the right thing, the right way, every time, because we all dependent upon it. KI is a United States manufacturer. Some of the industry giants import up to 40% of their products sold in the United States. KI imports a much smaller percentage and is driven to create more local jobs who support Education and Government markets with their taxes. KI has the broadest selection of products in the industry which allows for "1-stop shopping" which allows the Sourcewell member to attain the deepest discount tier more easily than having to select from multiple sources.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	KI has the ability to service Canadian customers through our Canada subsidiaries however there are barriers that exist regarding certifications which can be cost prohibitive. KI's current submission does not provide a pricing structure for the international business, however should the Canadian demand increase, KI can look at the pricing structure and business practices required in order to service this geographic area in an effort to navigate the exchange rate and tax challenges.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes, KI's warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period.
		Labor Warranty Further subject to the limitations set forth below, KI warrants that the KI product will be installed in compliance with all manufacturer specifications. If, during the ninety (90) days immediately following initial installation, KI reasonably determines that one or more aspects of the KI product was not installed according to manufacturer specifications, KI shall, at KI's expense, reinstall the affected components according to manufacturer specifications. KI shall be afforded reasonable access to all components suspected to require reinstallation in order to determine warranty coverage. Claims of alleged faulty installation made to KI outside the aforementioned ninety (90)-day period shall fall outside the scope of this warranty, and KI shall be under no obligation to provide any reinstallation services for untimely claims.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	KI's Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	KI has the ability to provide a certified technician to perform warranty work in any geographical location. Each Sourcewell Member will be provided detailed information as to how to contact KI or KI's representative for warranty work.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	KI is the manufacturer and will cover all products that are part of our proposal.
48	What are your proposed exchange and return programs and policies?	KI is a just in time manufacturer and produces products according to a client's specific specifications, therefore an exchange option or program is not required.
		Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.
		If a product is defective upon arrival, and if written notice of the defect is given to KI, both product and services will be covered by KI's warranty.
49	Describe any service contract options for the items included in your proposal.	KI will offer its full product line and our subsidiary companies product lines to Sourcewell. KI has an extensive educational portfolio, along with a full line of systems products, files & storage, seating, tables, lounge seating, healthcare, casegoods, architectural walls, and auditorium applications.
		KI also has factory trained technicians and installation partners throughout the US that can assist in fulfillment needs.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	KI uses the tools of SalesForce.com to store Sourcewell contract terms and discounting. Salesforce.com is tied to KI's proprietary quoting system in a way that once the Sourcewell contract number is loaded into the system, Salesforce.com auto feeds the discounting into the required Product fields of the quote. Each Sourcewell Purchasing option and tier has a unique contract number in Sourcewell to ensure proper costing is populated based on the customer requirements. KI is composed of a team of inside sales specialists, Regional Sales Representatives and a robust Dealer network. A select number of dealer partners have access to the proprietary quoting program and are trained on its use. All other Dealer network partners must request a quote from KI in an effort to ensure contract discounting compliance. Built into KI's pricing submittal is Dealer compensation. KI values the customer experience and finds great value in allowing the Customer to determine their comfort level in administering a purchase order direct to the Manufacturer or through their trusted Dealer network. Either way, KI makes sure that the end-user price is always based on the awarded contract discount. The unique Sourcewell contract numbers that were applied to the various Sourcewell procurement options (volume tiers and Delivered or Delivered and installed) are noted on the quote cover page and urged to be mentioned on the Members purchase order as an extra measure. Once a PO and accompanied quotation is received by KI's order entry team, they log in the order and order information including the Sourcewell contract numbers. KI's system has programing written to scan for the use of the Sourcewell contract and accrue the administration fee for future reporting and payment. On a quarterly basis KI's Contract Management department will run the reporting based on all of the Sourcewell contracts and input the data into the Sourcewell cales usage templates. The sales total is calculated based upon the agreed upon administration fee and a check	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, P-Cards are accepted at time of order placement only, order needs to be \$500 or less and be paid in full. There would be no additional costs to the Sourcewell Member if using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Question	Response * ATTACHMEN	T
Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	price lists. In a continuing effort to improve efficiency and reduce our environmental impact, KI will no longer offer printed price lists. KI price lists are now available in electronic format (PDF) only. We	*
Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts will vary depending on product and geographic area. KI has established 4 "zones" that will cover our 48 contiguous states. Those 4 zones offer both a "dock" delivery option and an "installed" option for Sourcewell customers. Zone 5 has been established for Alaska and Hawaii. Zone 5 offers a "dock" delivery option only for port of exit. Delivery from continental US to HI or AK may have an additional charge. Installation, if requested, will be negotiated between the customer and the installer on a case by case basis.	
	determined. Please see the product discount spreadsheet under the Pricing Offered section of the RFP.	
Describe any quantity or volume discounts or rebate programs that you offer.	KI's pricing policy is to always provide the "BEST PRICE" on all of its products, which eliminates the need for rebates, incentives, or additional discounts. It is KI's intent to provide Sourcewell and its members with the "BEST PRICE", based on the terms and conditions, as documented in the Pricing offer.	*
Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	provided that the majority of the order is made up of KI Products. These items would be sold at cost plus a percentage. KI also has an internal group (Personalized Solutions Group), which takes product solutions and makes minor modifications to them, agai to meet a specific client needs, application, or sustainability requirement. Personalized solutions allows KI the ability to create	n *
	also provided an "installed" option for Sourcewell customers. Installation for HI or AK, if requested, will be negotiated between the customer and the installer on a case by case basis. Auditorium /Fixed Seating & Demountable Walls Architectural products charges and are quoted on a project by project basis. Spacesaver Products Installation: Due to the customer nature of this equipment, it is quoted per project; however, installation charges for	
	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. Describe any quantity or volume discounts or rebate programs that you offer. Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. Identify any element of the total cost of acquisition that is NO pre- delivery inspection, installation, set up, mandatory training	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing date including standard or list pricing and the Sourcewell discounted price) on all of the items that you want be considered a start of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. We will be providing an experimental limpact, KI will no longer offer printed price lists. KI price lists are now available in electronic format (PDF) only. We provided Sourcewell with direct links to all of KI product price lists. These price lists are also available in electronic format (PDF) only. We provided Sourcewell with direct lists to ensure that you and electronic (PDF) versions of the price lists to ensure that you and your members are viewing the most recent pricing. As a manufacturer of commercial education(fine furniture, KI offers numerous options in closes, fabrics, laminates, styles, paint finish for every product we sell. Providing stu # for every p

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59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Products quoted as "Delivered Pricing", no additional dos Circle Pricing given. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing. Accessorial Fees: Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following: A need for special delivery equipment, including lift gates The absence of a loading dock Re-direction or re-consignment of product Detention charges Street unloads Improper refusal of product After hours/weekend installation Union labor rates if required Additional fees for installations in excess of 30 miles from closest servicing center and on full service installation orders less than \$2,500. Auditorium /Fixed Seating & Demountable Walls Architectural products a transportation and are quoted on a project by project basis. Spacesaver Products Freight and inside delivery: is quoted per project lowest cost to each member.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	KI reserves the right to select the "best way" shipment methods and m a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than other U.S. states or foreign territories, delivery will be made to a prea	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	KI's Discounting is zoned in a way to provide price relief to geographic areas. Within this structure KI provides multiple delivery options for each end users site conditions and specifics. A few of KI shipping methods are: Parcel (FedEx or UPS) Standard LTL Truckload Advance Shipment Notification (ASN) Blanket Wrapping	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Salesforce.com is communication tool used between the field sales organization and customer support at the corporate office. It gives real-time updates and instructions where needed and helps in product management, reporting, and contract management.
	autilinstrative lee to Sourceweil.	Salesforce allows the company to provide one view of the customer to its internal employees and Sales Associates. All KI sales and support roles have visibility to the accounts, contract pricing, and contacts that interact with KI personnel in the order-to-cash cycle. They also have collaborative technology to share information on opportunities and cases.
		Sourcewell members that have a direct account, the KI contract number is listed on the account. This contract number will automatically appear on their orders when they are entered. If the Sorurcewell contract number is noted on the order or on the quote from the sales rep, then that contract number is entered on the order.
		KI's Process for tracking sales from distributors and/or dealers On a weekly basis, reports of orders that are entered during the previous week are printed. The end-user is determined on each order by checking the mailing the sales rep/de. The end-user of each order is then checked against the Sourcewell member list. If the end-user is listed on the membership lists, the contract number is added to the order. At the end of the quarter, the EDI report is run, which captures all orders during that quarter with the Sourcewell contract number listed on it. When a dealer would have purchased for a member, the contract number is listed in the notes and all of the member information is then listed on the report. Showcase query is then used to put the EDI information into the Excel document. The report is then again checked one last time to make sure end-users are still an existing member of Sourcewell. At this time the member's name, address and member numbers are also check for accuracy. When all final checks are completed, the report is sent via email to Sourcewell. The admin fee and letter is then to Sourcewell.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	KI and its Subsidiaries would like to propose a 1% administrative fee calculated as a percentage of the contract sale price and to be payable to Sourcewell for facilitation and promotion of the contract opportunity.

Table 14: Industry Specific Questions

Line Item	Question	Response *
	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most important is the feedback from the customer. KI has taken on a major initiative in enhancing the customer experience. Through our continuous improvement of corporate processes and policy to our internal customer service training and our customer surveys KI believes that the customer's needs will continue to change, and KI must adapt with it. Every survey score is reviewed and any score that is low is flagged and a personal call is made by our leadership team to assist in improving the experience and learning what steps need to be taken to make this the exception.

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66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	Commitment to Quality Everyone at KI – from the sales representative dut in the key part of the equation.
		To ensure our customers throughout the world feel assured that our products and services will meet their diverse quality requirements, we practice several quality performance measurements, including ISO 9001 certification, Six Sigma methodology, Kaizen processes and high ethical standards. We also incorporate environmental health and safety programs to ensure our business protects the health and safety of our employees, customers, vendors, communities and environment.
		KI's BIFMA Testing Lab certified Sourcewell can assure its members of the finest products by insisting that vendors meet acceptable quality standards. Those acceptable standards in the contract furniture industry are ANSI/BIFMA standards that test for stability, strength, durability and load. We qualify KI products to the applicable ANSI/BIFMA and UL test standards through independent and internal testing. KI is ISO 9001 registered, houses a state-of-the art and accredited laboratory testing facility with accurate equipment and fully trained personnel.
		Copies of specific KI product test results are available upon request as required for product specifications, etc.
		Our customers' appraisals of our performance, specifically quality, is of utmost importance to us. Please find the attachment titled BIFMA Testing for your review.
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	FURNISHING KNOWLEDGE THROUGH DESIGN Design shapes how we see ourselves, drives emotion and ensures safety. Our approach to design uses platforms of simplicity, universality and connectivity. Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and a balance between the basic work styles (Focus, Interaction, Ideation and Regenerative) and behavioral needs of users.
		Whether you're furnishing a school, workplace, healthcare center or government facility, each space presents its own nuances and challenges. At KI, we've spent decades learning about each of these core markets. We apply that knowledge to designing furniture that meets each market's specific requirements for aesthetics, durability, functionality, flexibility and technology integration. We invite you to experience how we can collaborate to meet your furniture needs.
		We can help you design campus and learning spaces that support a variety of engaging activities and reflect the growing importance of innovation, collaboration and creativity as found in professional environments.
		KI will work with Sourcewell members through brainstorming and collaborative activities to uncover key insights for their specific projects.

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develop Infinity from KI At KI, we are uniquely positioned to bring your vision to line Child Environment totally from scratch.
Infinity from KI is a tried-and-true way for the KI team to engage with you to design and build the furniture you want and need personalized for your brand, your employees, your space.
Inspiration can come from anywhere. Perhaps you like a standard KI product but you want to change a feature that we may not consider "standard" for that product. That's okay; we can do it! Or, perhaps you want to change everything about the product and create a totally new product. We can do that, too.
See It Spec It Spec It allows you to view different fabrics, finishes and options on select products. With the click of a button, change the fabrics and finishes on select seating, tables, desking, benching, panel systems, storage and accessories.
CAD/Revit Symbols Our CAD and Revit symbol library will quickly and accurately provide you with the product information you need to specify your project.
Browse our 2D and 3D planning symbols available in DWG (CAD) or RFA (Revit) formats, compatible with a variety of planning and visualization software platforms. Learn more about our additional technologies, Encompass, 20/20 Technologies and Project Matrix.
Images Browse, download and share images of KI furniture in myriad styles and applications.
Surface Materials: Fabrics & Finishes Browse standard fabric and finish offerings and view specifications, colorways and product approvals.
KI has evolved over it's time to not just look at what products we can provide to an end user, but to act as visionaries, to see and understand what the Customer needs. Our design and development team is active among the Architectural and Design firms trying to get an understanding of what our customer in every market is looking for. Over time the way people work changes, and in some cases, history tends to repeat itself and a customer's needs can go full circle. That has never been more apparent than in todays markets and it is importance to stay ahead of those needs.
By listening and networking within the core markets, our teams can assist in creating efficiencies and certainly does not sacrifice its quality. We may have started out provide
egrated Environmental Overview
RECYCLED CONTENT (1-2 Points) All KI products contain varying percentages of recycled content based on the material, product, and any specific or variable requirements.
REGIONAL MATERIALS (1-4 Points) Manufactured within 500 miles of the project location. Manufactured: Six manufacturing I depending on product. Raw materials: As a just in time manufacturer, material selection project locations will vary.
CONSTRUCTION WASTE MANAGEMENT (1-2 Points) Packaging Material - All corrugate, plastic wrap, metal or plastic binding is recyclable Packaging options help to support LEED NC & CI – MR 2.1 and MR
2.2 Construction Waste Management or LEED EB - MR Prerequisite 1.1 Source Reduction and Waste Management. - KI can assist in creating an onsite recycling program with the General Contractor.
LOW EMITTING MATERIALS (1-2 Points) SCS Indoor Advantage™ Gold

DocuSign Envelope ID: 4189301F-6CF6-4333-8DFB-7ED64F6697AE - Qualifies for LEED low-emitting materials credits, complies with 網部頂角@HMENTA X7.1/M7.1, meets CA 01350. CERTIFIED WOOD (1 Point) Forest Stewardship Council (FSC) Certified FSC Chain of Custody verification @ www.fsc.org - Available by "special request" on wood options DAYLIGHT AND VIEWS: Daylighting (1-2 Points) Maximize interior daylighting - Movable Walls and Systems with glass options HEALTH PRODUCT DECLARATIONS (HPD) (1 Point) - Health Product Declaration (HPDs) provide a full disclosure of the potential chemicals of concern in products by comparing product ingredients to a wide variety of "hazard" lists published by government authorities and scientific associations. - KI continues to add products to this list as we receive supplier information. LIFE CYCLE ASSESSMENT (LCA)/ENVIRONMENTAL PRODUCT DECLARATION (EPD) (1 Point) - LCA/EPD is a technique to assess the environmental aspects and potential impacts associated with a product. - Our goal is complete at least one LCA/EPD a year due to the time needed and the costs involved in gathering and creating documentation. - KI continues to add products to this list as we receive supplier information. RE-USE/RECYCLING (1 Point) - KI selects materials that can be recycled at the end of a product's use and designs its products so that it can be easily disassembled and separated for local recycling facilities. Disassembly Instructions can be found online or by request. - We have resources and a National Program that will assist or remove product and either donate to a non-profit or recycle the product to eliminate it from the landfill. FACTS® CERTIFICAITON - The Facts certification mark is owned by the Association for Contract Textiles, Inc. (ACT) - A Facts sustainability rating indicates a textile has been evaluated for environmental, economic and social aspects across its life cycle. - Pallas currently has over 35 sku's that have been awarded this certification. LEED Other Credits: (1-4 Points) - Environmentally preferable interior finishes and furnishings, allows project teams to ea Innovation point for purchasing products certified under ANSI/BIFMA e3 Furniture Sustainability Standard. - Enhanced Acoustical Performance: Design to meet STC Rating and reducing external and internal noise transmissions/ Innovation Credits: o Pilot Credit 44: Ergonomic Strategy; Identify activities and ber equipment, and education. Design for Flexibility Regional Materials

71 Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.

KI and its subsidiaries have been successful in continuing to grow our market share since the beginning of our relationship with Sourcewell in 2008. We believe that our values and passion to support the customer are strongly aligned. Both Sourcewell and KI value the relationships with the customer and continue to better understand how to support the Government and Educational sectors. KI has strong leadership and strive to provide training to our representatives regarding the importance of these aligned goals. In turn we understand the importance of being able to satisfy the customer's desire to work with specific local dealers/ contractors/ installers that other manufacturers who must utilize franchise dealers cannot. The advantage this presents is customer comfort, the ability to work with who they are comfortable with. Our goal is to continue to partner with other Sourcewell contract holders to promote KI product and the Sourcewell portfolio of contracts, for the betterment of its members. Our growth and success in these markets will continue to grow by instilling these values and offering this effortless experience to the Sourcewell members and any customer looking for a furniture solution.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability 10. Financials strength and stability.pdf Monday December 16, 2019 17:07:33
 - Marketing Plan/Samples 32. Marketing Sourcewell---KI-Contract-Overview.pdf Monday December 16, 2019 17:08:01
 - WMBE/MBE/SBE or Related Certificates 40. Minority (MWBE) Subcontracting Plan-2019.pdf Monday December 16, 2019 17:08:10
 - Warranty Information 43. Terms-Conditions-Rights-and-Warranties.pdf Monday December 16, 2019 17:08:21
 - Pricing 62.Pricing Sourcewell Discount Matrix.xls Wednesday December 18, 2019 10:37:45
 - Additional Document Additional Documents.pdf Monday December 16, 2019 17:20:07

Bid Number: RFP 121919

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Guy Patske, Assistant Secretary, Krueger International, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes
No

Bid Number: RFP 121919 Vendor Name: Krueger International, Inc.



RFP #121919 REQUEST FOR PROPOSALS for

Furniture Solutions with Related Accessories and Services

Proposal Due Date: December 19, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published: October 31, 2019

Pre-proposal Conference: November 21, 2019 10:00 a.m., Central Time

Question Submission Deadline: December 12, 2019, 4:30 p.m., Central Time

Proposal Due Date: December 19, 2019 4:30 p.m., Central Time

Late responses will not be considered.

Opening: December 19, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

Sourcewell RFP #121919
Furniture Solutions with Related Accessories and Services
Page 1

I. <u>ABOUT SOURCEWELL AND MEMBERS</u>

A. **SOURCEWELL**

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Proof of publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. <u>SOLUTIONS-BASED SOLICITATION</u>

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

- 1. Sourcewell is seeking proposals for Furniture Solutions with Related Accessories and Services, for applications such as a) office, conference, lobby, lounge, common, collaboration, multipurpose, and meeting spaces; b) classroom, lab, studio, and maker spaces; c) library, media, technology, or computer centers; and, d) food service or dining areas, student union spaces, and residence halls. Comprehensive solutions are sought for furniture types to include, but not be limited to:
 - Desks, chairs (folding and stackable), tables, modular walls, cubicles, seating (benches, fixed, stools, etc.), patio or outdoor, cabinets or integrated storage, and residential hall furnishings;
 - b. Related services including rental, design, installation, assembly, safety inspection, repair, renovation, refurbishment, and re-manufacture, retrofit or recycling services for the furniture solutions described above; and
 - c. Complementary offerings may include: office related storage and technology integrated furniture solutions.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- 1. RFP#091719 Event Seating and Staging Solutions with Related Accessories and Services
- 2. RFP#040215 Storage Products or Systems with Related Accessories
- RFP#081419 Technology Catalog Solutions

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

- 1. <u>Safety Requirements</u>. All items proposed must comply with current applicable safety or regulatory standards or codes.
- Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- 3. <u>New Equipment and Products</u>. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
- 4. <u>Delivered and operational</u>. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
- 5. <u>Warranty</u>. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200M therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

- Contracts will be awarded to Proposers able to best meet the need of Members.
 Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
- Proposers should include all relevant information in its proposal. Sourcewell cannot
 consider information that is not provided in the Proposal. Sourcewell reserves the right
 to verify Proposer's information and may request clarification from a Proposer,
 including samples of the proposed equipment or products.
- Depending upon the responses received in a given category, Sourcewell may need to
 organize responses into subcategories in order to provide the broadest coverage of the
 requested equipment, products, or services to Members. Awards may be based on a
 subcategory.
- 4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. **REQUIREMENTS**

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:

- a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
- b. Percentage Discount from Catalog or Category is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
- 2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
- 3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
- 4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all

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requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

Sourcewell RFP #121919

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. **OPENING**

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist
 Members achieve environmental and social requirements, preferences, and goals.
 Information submitted as part of a proposal should be as specific as possible when

responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

TOTAL POINTS	1000
Pricing	400
Depth and Breadth of Offered Equipment, Products, or Services	200
Warranty	50
Value Added Attributes	75
Marketing Plan	50
Ability to Sell and Deliver Service	100
Financial Viability and Marketplace Success	75
Conformance to RFP Requirements	50

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and
 indemnify and hold harmless Sourcewell, its agents and employees, from any judgments
 or damages awarded against Sourcewell in favor of the party requesting the materials,
 and any and all costs connected with that defense. This indemnification survives
 Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer
 agrees that this indemnification survives as long as the trade secret materials are in
 possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



10/31/2019

Addendum No. 1

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you advise for this RFP the details of this solicitation? I see the basic requirements for fulfillment, but do not see the details.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 10/31/2019, is required at the time of proposal submittal.



11/4/2019

Addendum No. 2

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it a requirement to pay the administrative fee on services? Would it be possible to pay the admin fee on products only?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/4/2019, is required at the time of proposal submittal.



11/8/2019

Addendum No. 3

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Pursuant to the Question and subsequent Addendum No. 1, in understanding that the "respondent is allowed to propose the entire line of products and services falling within the scope of the RFP", and referring to Section II. B., can you clarify that there is no specific template, Excel sheet or other required format in the submission of the responses?

Answer 1:

All proposals must be submitted through the Sourcewell Procurement Portal. Guidance on preparing a response in the Portal can be found in the "Submit Response Guide" found on the "Bids Homepage" in the Resource Materials section.

Question 2:

Section III PRICING, A. describes the requirements for pricing proposals. Is a proposer who distributes via a dealer network, required to provide the dealer pricing/discount/margin and the Sourcewell member pricing/discounting in their submission?

Answer 2:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

Since delivery and installation of product is generally facilitated by the dealer, how shall the cost of labor be handled vis a vis this RFP submission? Can the dealer add their cost of labor on a case by case basis?

Answer 3:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Although financial information does not fall under Minnesota Statutes Section 13.37, some of the financial information requested, is not public information. Will Sourcewell execute a confidentiality agreement prior to a proposer's release of this information?

Answer 4:

Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a confidentiality agreement for a proposer. It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted. Reference Section VI. E. of Sourcewell RFP.

Question 5:

Is there a list of narrative questions in the form of a pdf? If not, is there a way to download the questions from the portal to pdf?

Answer 5:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/8/2019, is required at the time of proposal submittal.



11/11/2019

Addendum No. 4

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is this bid is intended for Saskatchewan and Alberta entities only? On pg.2 it says it is for MASH, RMA, SARM and SUMA AMM?

Answer 1: Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Members. Refer to RFP Article I., Section B – Members and Use of the Resulting Contracts. In Canada, this includes municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors), which may include the members of RMA, SARM, SUMA, and AMM, as examples.

Question 2:

If you are looking for turnkey solutions, does this mean you would like all products proposed and not just one (like seating)?

Answer 2:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members." Proposals are evaluated based on the criteria as stated in the RFP.

Question 3:

The solicitation states the Administrative Fees are typically 1% to 2%. What determines the calculated percentage? How is that communicated to the supplier?

Answer 3:

Refer to RFP Section III. B. – Administrative Fees, and Addendum No. 2, Answer 1, with respect to administrative fees.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/11/2019, is required at the time of proposal submittal.



11/12/2019

Addendum No. 5

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

To clarify, is Sourcewell is asking for a Drop Ship (Dock Delivery) discount or a Delivered and Installed Discount? Do we need to submit highest product price for all of our products in a separate document or will Price Books suffice?

Answer 1:

Refer to RFP Section III. – PRICING, and Addendum No. 3, Answer 2, with respect to pricing.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/11/2019, is required at the time of proposal submittal.



11/18/2019

Addendum No. 6

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is the Membership size in Canada? Is it optional for us to sell to Canadian Members?

Answer 1:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 2:

Are we able to utilize our current Price Books but include the US-Canadian Dollar Conversion Calculation on the cover page of the Price Book?

Answer 2:

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing for Proposers intending to sell in Canada. It is left to the discretion of each proposer to determine and propose a pricing model that is consistent with the RFP terms and their own business methods.

Question 3:

Within the scope of the RFP, under III. Pricing, all pricing quoted must reflect a Member's total cost of acquisition. Is it acceptable to submit pricing for product only,

with shipping and handling charges to be calculated and added at time of quote? Will Sourcewell accept any exceptions or deviations to the terms.

Answer 3:

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing. It is left to the discretion of each proposer to determine and propose a pricing model that is clearly understood, complete, and fully describes the total cost of acquisition.

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, with the award notification.

Question 4:

If we have products that have been used for Technology benching, and also used for Science or Art tables in K-12 market, and training classes, can we include our products on the Office Furniture contract? The RFP states: This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell: RFP#081419 Technology Catalog Solutions.

Answer 4:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 5:

Please give more clarification for Question 68 - "Describe your design resources to develop or enhance culture, change management and integrated technology needs."

Answer 5:

Each Proposer has the opportunity to describe their capabilities with respect to the relevant design resources in response to Question 68.

Question 6:

What regions or municipalities does this bid pertain to so we can propose the best team to service the bid?

Answer 6:

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 7:

When can we expect to receive the call-in information for the pre-bid conference?

Answer 7:

Registered plan takers will receive log-in instructions via email two business days prior to the WebEx conference.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/18/2019, is required at the time of proposal submittal.



11/20/2019

Addendum No. 7

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is a manufacturer's authorization required to be submitted for each brand specified and/or quoted?

Answer 1:

It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables.

Question 2:

In the specifications area of the bid response, do any of the line items within the tables have character limits?

Answer 2:

In our experience, the tables provide enough space for a proposer to provide a brief but thorough response to each question.

Question 3:

Will the agency please provide a list of current Sourcewell members, as noted in the RFP?

Answer 3:

The reference in RFP Article I, Section B, to the Appendix of Members is to the "Political Subdivision List", available by hyperlink, in the Resource Materials section on the front page of the Sourcewell Procurement Portal. The hyperlinked listing is intended to satisfy the requirement of certain states that Sourcewell make a list of members in the jurisdiction available at the time of the solicitation. More generally, membership is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

Question 4:

Will separate price lists for the United States and Canada be acceptable?

Answer 4:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

If a manufacturer chooses not to service Canada, would this negatively impact their likelihood to receive an award?

Answer 5:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

Question 6:

Will the agency please further clarify the scoring criteria?

Answer 6:

Refer to RFP section VI. B. AWARDS for evaluation criteria for this solicitation and the Sourcewell Evaluator Scoring Guide (available by hyperlink, in the Resource Materials section on the front page of the Sourcewell Procurement Portal).

Question 7:

Will Sourcewell please clarify the Administrative Fees portion?

Answer 7:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/20/2019, is required at the time of proposal submittal.



11/21/2019

Addendum No. 8

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a limit on the number of awards?

Answer 1:

Refer to RFP Section VI. EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

Question 2:

Do the award criteria include a set minimum on a Proposer's: a) company size; b) sales volume or annual revenues; or, c) years in business?

Answer 2:

Refer to RFP Section VI. EVALUATION AND AWARD, subsections A. and B., for information regarding the evaluation criteria. No minimums of the types described have been imposed.

Question 3:

What weight is placed on a company's past experience with Sourcewell/NJPA versus new comers?

Answer 3:

Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

Question 4:

If a manufacturer offers products for music furnishings, that could be considered cross over in the storage and platforms categories, can those products be submitted under the furniture solicitation.

Answer 4:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 5:

During the pre-bid conference, the presenters stated that a manufacturer and a dealer could both propose the same product line. How must the dealer prove they have authorization if a Manufacturer's Letter of Authorization is not required?

Answer 5:

As stated in Addendum 7, it is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables.

Question 6:

Do any line items in the questionnaire tables have character limits?

Answer 6:

As indicated in Addendum 7, there is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/21/2019, is required at the time of proposal submittal.



12/2/2019

Addendum No. 9

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a division of a larger parent company and cannot release information as a division in response to several questions without a non-disclosure agreement or protection of a -proprietary/trade secret clause. The information can be released as our company as a whole but not by division without an NDA. Can you tell us how we should proceed?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted. Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a non-disclosure agreement for a proposer. Reference Section VI. E. of the Sourcewell RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/2/2019, is required at the time of proposal submittal.



12/5/2019

Addendum No. 10

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a manufacturer enters a bid for this solicitation and lists a specific dealer as part of his bid, can the dealer also enter a bid listing the manufacturer's line of products and can both of them be awarded?

Answer 1:

Sourcewell does not limit the proposers in any given solicitation. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Is Sourcewell including Quebec in this solicitation?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or set locations. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. However, this solicitation has not been posted in the French language, nor has it been advertised specifically in Quebec, which may impact the use of the awarded contracts within the province.

Question 3:

In section 4 of the sample contract provided regarding product and pricing change requests, the last bullet point states to include a complete restatement of pricing documentation in Microsoft Excel. Can you please confirm if the initial pricing must be in excel format or can we submit our price book only with an intended discount structure?

Answer 3:

Section 4, Product and Pricing Change Requests of the Contract Template is applicable once a vendor has a contract and needs to change pricing or add or subtract products from the initial proposed offering. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/5/2019, is required at the time of proposal submittal.



12/5/2019

Addendum No. 11

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We do not carry an insurance coverage required in the Sourcewell contract template. How should we address this in our response?

Answer 1:

To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 – Specifications in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/5/2019, is required at the time of proposal submittal.



12/13/2019

Addendum No. 12

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding Table 11: Pricing & Delivery - Line Item 54, the detailed pricing data showing both our list prices as well as the Sourcewell discounted price for all SKUs expands some of the price lists beyond a standard letter size in landscape orientation, but works in 11 x 17 landscape orientation. Will this be an issue when submitting our pricing data in an electronic format?

Answer 1:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. As mentioned in Addendum 3, a Proposer may navigate to Step 4 of the response process, select "Preview Bid" and then "Preview My Bid in PDF" to self-assess the output format. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/13/2019, is required at the time of proposal submittal.





Proposal Opening Record

Date of opening: December 19, 2019

Sourcewell posted Request for Proposal #121919, for the procurement of Furniture Solutions with Related Accessories and Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, October 31, 2019, and the solicitation remained in an open status within the portal until December 19, 2019, at 4:30 PM CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on December 19, 2019, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #121919 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

A2S America - received 12/19/19 at 9:42:59 AM

Academia Furniture Industries – received 12/18/19 at 2:07:35 PM

Agati, Inc. - received 12/13/19 at 10:08:03 AM

ALLSEATING CORPORATION - received 12/18/19 at 8:03:11 AM

Alumni Classroom Furniture, Inc. – received 12/19/19 at 11:05:48 AM

Commercial Furniture Group, Inc. – received 12/18/19 at 11:12:20 AM

CORT Business Services Corporation – received 12/18/19 at 11:34:09 AM

DIRTT Environmental Solutions, Inc. – received 12/18/19 at 4:36:42 PM

DVO-USA, INC. - received 12/19/19 at 11:05:24 AM

Ecologic Industries, LLC – received 12/19/19 at 2:10:14 PM

Elkay Sales, Inc. – received 12/18/19 at 6:22:19 PM

Everest Expedition, LLC, dba The Worden Company – received 12/16/19 at 1:15:16 PM

Exemplis, LLC – received 12/18/19 at 4:50:51 PM

Fellowes, Inc. - received 12/19/19 at 1:46:07 PM

Fleetwood - received 12/16/19 at 2:12:46 PM

Fomcore, LLC - received 12/19/19 at 8:55:37 AM

Global Equipment Company, Inc. – received 12/19/19 at 12:47:30 PM

Hann Manufacturing, Inc. - received 12/19/19 at 3:48:46 PM

Hertz Furniture Systems, LLC - received 12/18/19 at 3:45:35 PM

Humanscale Corporation – received 12/19/19 at 2:27:16 PM

Inscape, Inc. – received 12/18/19 at 1:45:02 PM

Ironwood Manufacturing, Inc. – received 12/19/19 at 2:22:58 PM

John Savoy & Son, Inc. - received 12/13/19 at 11:16:45 AM

KEWAUNEE SCIENTIFIC CORP – received 12/19/19 at 4:19:52 PM

Keystone Ridge Designs, Inc. – received 12/18/19 at 12:56:12 PM

Krueger International, Inc. – received 12/18/19 at 2:55:34 PM

Sourcewell Page 2 of 2

Lakeshore Learning Materials – received 12/17/19 at 4:53:42 PM Lesro Industries, Inc. - received 12/18/19 at 10:58:03 AM Michigan Tube Swagers and Fabricators, Inc. - received 12/19/19 at 3:25:30 PM MiEN Company, Inc. – received 12/19/19 at 10:17:34 AM National Office Furniture, Inc. – received 12/18/19 at 1:32:29 PM OFS Brands, Inc. – received 12/19/19 at 12:35:13 PM Palmer Hamilton, LLC - received 12/18/19 at 3:18:31 PM Paragon Furniture, Inc. – received 12/19/19 at 3:46:53 PM Prophet Corp. - received 12/19/19 at 4:05:38 PM Russell Carroll Manufacturing, Inc. – received 12/19/19 at 7:36:42 AM Sauder Manufacturing Co. – received 12/17/19 at 8:21:07 AM School Specialty, Inc. – received 12/18/19 at 12:29:16 PM Senator International, Inc. – received 12/19/19 at 1:20:20 PM Staples Contract & Commercial, LLC – received 12/19/19 at 3:03:38 PM Steelcase, Inc. – received 12/19/19 at 3:01:54 PM Teknion, LLC – received 12/19/19 at 11:05:04 AM VARI Sales Corporation - received 12/18/19 at 3:10:51 PM Vestre USA, Inc. – received 12/19/19 at 10:12:04 AM Wenger Corporation – received 12/17/19 at 12:29:59 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on December 19, 2019, at 4:31 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

Docusigned by:

Gray Grung

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Greg Grunig, Procurement Lead Analyst

Docusigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst



Proposal Evaluation RFP# 121919 - Furniture Solutions with Related Accessories and Services

						Alumni Classroom Furniture	Commercial Furniture Group	CORT Business Services	DIRTT Environmental				Everest Ex dba The Worden	
		A2S America	Academia Furniture Industries	Agati, Inc	ALLSEATING CORP	Inc.	Inc	Corporation	Solutions, Inc	DVO-USA INC.	Ecologic Industries LLC	Elkay Sales, Inc.	Company	Exemplis LLC
	Possible Points													
Conformance to RFP														
Requirements	50	33	35	35	42	37	34	45	34	37	36	39	42	43
Pricing	400	344	301	348	281	318	288	343	314	279	306	266	320	313
Financial Viability and														
Marketplace Success	75	46	48	56	64	51	48	67	59	46	53	54	54	64
Ability to Sell and Deliver														
Service	100	59	65	59	73	68	68	86	75	64	70	62	74	88
Marketing Plan	50	33	31	33	38	34	38	46	42	39	35	41	38	43
Value Added Attributes	75	47	46	62	67	50	45	63	62	57	54	57	66	66
Warranty	50	31	39	42	42	42	36	43	42	39	42	43	40	42
Depth and Breadth of Offered														
Equipment, Products, or														
Services	200	158	148	162	141	151	159	160	145	135	153	151	156	164
Total Points	1,000	751	713	797	748	751	716	853	773	696	749	713	790	823
Rank Order		26.	5 35.5	19	30.5	26.5	33	5	21	38	28.5	35.5	20	10

				Global Equipment Company										Michigan Tube Swagers and
		Fellowes, Inc.	Fleetwood	Inc.	Hertz Furniture Systems, LLC	Humanscale Corporation	Inscape Inc.	John Savoy & Son, Inc.	Kewaunee Scientific Corp	Keystone Ridge Designs, Inc.	Krueger International, Inc.	Lakeshore Learning Materials	Lesro Industries, Inc.	Fabricators, INC
	Possible Points													
Conformance to RFP														
Requirements	50	40	40	42	42	44	43	39	34	41	44	41	36	38
Pricing	400	308	311	280	306	323	314	290	270	306	326	323	301	314
Financial Viability and														
Marketplace Success	75	66	49	59	59	66	63	61	54	53	67	62	49	50
Ability to Sell and Deliver														
Service	100	88	72	84	82	90	80	72	65	66	90	88	71	68
Marketing Plan	50	45	39	42	45	44	43	38	30	37	45	42	35	34
Value Added Attributes	75	66	61	55	63	69	65	59	47	56	68	67	56	60
Warranty	50	42	43	35	40	44	42	42	35	41	42	44	43	38
Depth and Breadth of Offered														
Equipment, Products, or														
Services	200	171	156	171	173	161	170	166	136	148	178	150	158	161
Total Points	1,000	826	771	768	810	841	820	767	671	748	860	817	749	763
Rank Order		9	22	23	16	7	11	24	39	30.5	3	12	28.	5 25

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		National Office Furniture, Inc.	OFS Brands Inc.	Palmer Hamilton	Prophet Corporation	Sauder Manufacturing Co.	School Specialty, Inc.	Senator International Inc	Staples Contract & Commercial LLC	Steelcase Inc.	Teknion LLC	VARI Sales Corporation	Vestre USA Inc	Wenger Corporation
	Possible Points													
Conformance to RFP														
Requirements	50	38	44	44	41	37	38	42	43	44	44	42	38	33
Pricing	400	313	316	346	335	308	306	314	332	331	329	331	273	321
Financial Viability and														
Marketplace Success	75	58	65	64	59	56	60	60	60	69	63	59	52	45
Ability to Sell and Deliver														
Service	100	87	91	87	83	62	85	81	85	92	83	84	58	58
Marketing Plan	50	42	45	46	40	26	42	42	47	46	42	40	34	33
Value Added Attributes	75	64	67	63	63	55	63	58	70	69	65	63	59	52
Warranty	50	40	44	41	45	40	41	41	41	44	43	41	39	40
Depth and Breadth of Offered														
Equipment, Products, or														
Services	200	174	175	167	149	154	179	162	186	184	171	149	149	132
Total Points	1,000	816	847	858	815	738	814	800	864	879	840	809	702	714
Rank Order		13	6	4	14	32	15	18	2	1	8	17	37	34

Greg Grunig

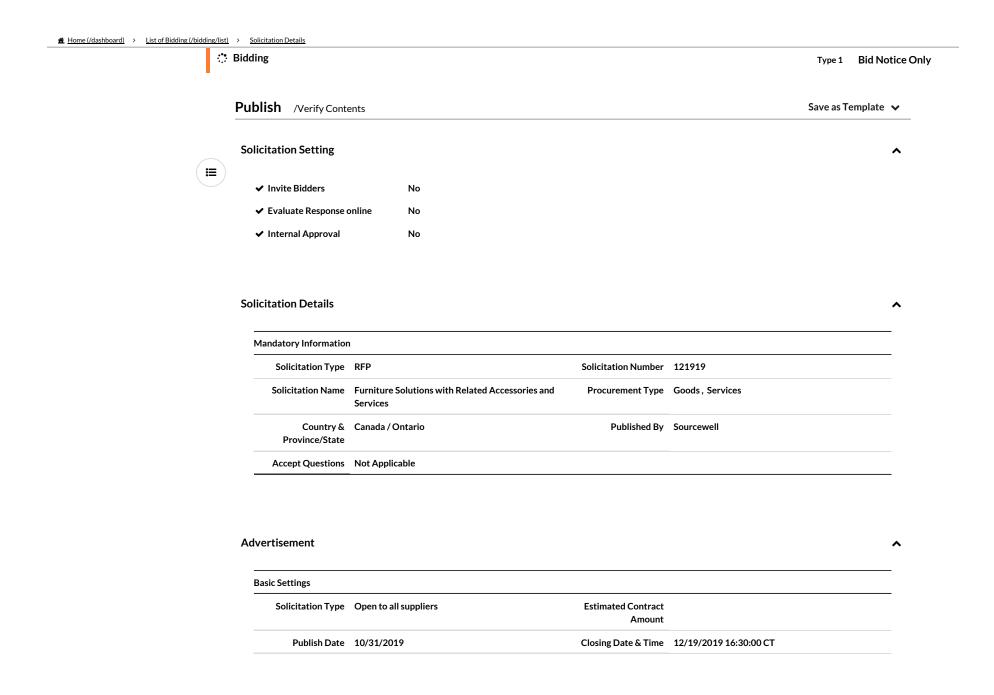
Greg Grunig, Sourcewell

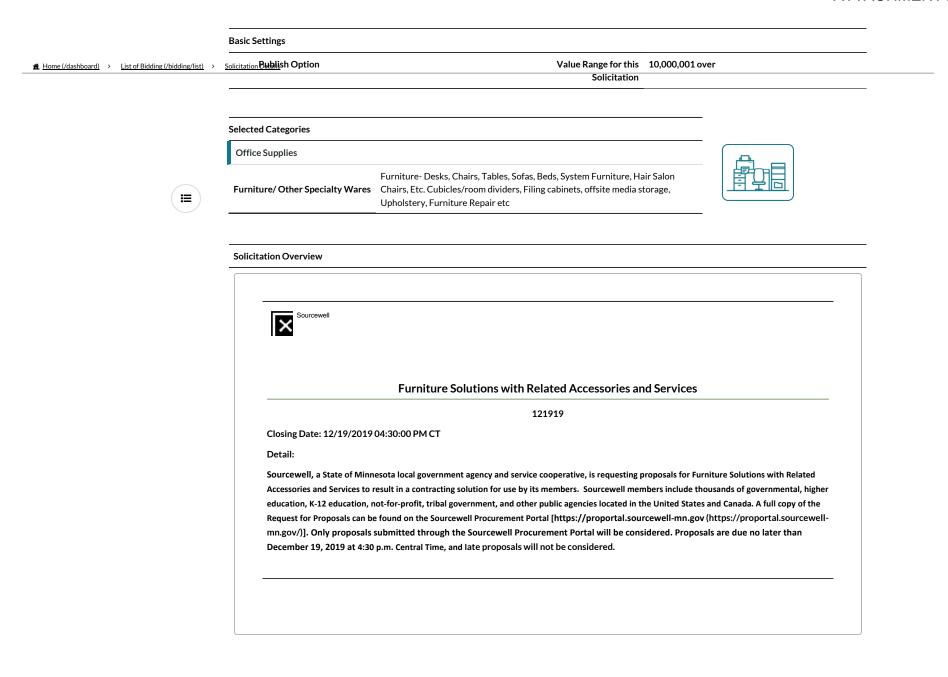
Michael Muñoz, CPPB, Sourcewell

Stephanie Haataya

Stephanie Haataja, CPIM, Sourcewell

Craig West, Sourcewell





# Home (/dashboard) > List of Bidding (/bidding/list) >	Additional Recipients Solicitation Details	☑ Email Address						
	Once the posting is approved, an e-mail will be sent to the following recipient(s).	carol.jackson@sourcewell-mn.gov						
	© Copyright 2019 R2CoW. All Rights Reser	ved. Powered by Biddingo.com(http://www.biddingo.com/)						
[User Manuals / Support #_1 (/contactUs)								

AFFIDAVIT OF PUBLICATION





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

STATE OF OREGON, COUNTY OF MULTNOMAH -- ss.

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

Case Number: NOT PROVIDED
FURNITURE SOLUTIONS WITH RELATED ACCESSORIES AND SERVICES
Sourcewell; Bid Location Staples, MN, Todd County; Due 12/19/2019 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/1/2019

State of Oregon County of Multnomah

> SIGNED OR ATTESTED BEFORE ME ON THE 1st DAY OF November, 2019

> > Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

Carol Jackson Sourcewell 202 12th St NE Staples, MN 56479-2438 SOURCEWELL FURNITURE SOLUTIONS WITH RELATED ACCESSORIES AND SERVICES

Proposals Due 4:30 pm, December 19, 2019 REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered. Published Nov. 1, 2019.

Order No.:

11810348

Client Reference No:

Notice

Basic Information

Estimated Contract Value (CAD) \$200,000,000.00 (Not shown to suppliers)

Reference Number 0000163343 Issuing Organization Sourcewell

Owner Organization

Solicitation Type RFP - Request for Proposal (Formal)

Solicitation Number 121919

Title Furniture Solutions with Related Accessories and Services

Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada

Purchase Type Term: 2020/03/02 01:00:00 AM EST - 2024/03/01 01:00:00 AM EST

Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related

cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than December 19, 2019 at 4:30 p.m. Central

Time, and late proposals will not be considered.

Dates

 Publication
 2019/10/31 09:44:48 AM EDT

 Question Acceptance Deadline
 2019/12/12 05:30:00 PM EST

Questions are submitted online No

Bid Intent Not Available

Closing Date 2019/12/19 05:30:00 PM EST

Prebid Conference 2019/11/21 11:00:00 AM EST

Contact Information

Procurement Department

218-894-1930

rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended

Event date 2019/11/21 11:00:00 AM EST

Location WebEx Conference

Event Note Login instructions will be emailed two days prior.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

2019/10/31 09:45:03 AM EDT Page 1 of 8

Documents

Documents

Document	Size	Uploaded Date	Language
How to obtain RFP documents [docx]	140 Kb	2019/10/31 09:43:49 AM EDT	English

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Categories

Selected Categories

GSIN Categories (104)	
G	Goods Goods
N71	Furniture Furniture
N7195D	FURNITURE, AUDITORIUM SEATING FURNITURE, AUDITORIUM SEATING
N7195E	FURNITURE, LIBRARY FURNITURE, LIBRARY
N7195EA	FURNITURE, LIBRARY, COMMERCIAL FURNITURE, LIBRARY, COMMERCIAL
N7195EB	FURNITURE, LIBRARY CUSTOM FURNITURE, LIBRARY CUSTOM
N7195AA	BULLETIN BOARD, WOOD, SPEC. DDP/SSB 29 BULLETIN BOARD, WOOD, SPEC. DDP/SSB 29
N7195AB	BULLETIN BOARD, EXCEPT SPECS BULLETIN BOARD, EXCEPT SPECS
N7195BA	COSTUMER, WEARING APPAREL, STEEL, EXCEPT SPEC COSTUMER, WEARING APPAREL, STEEL, EXCEPT SPEC
N7195FF	WALL PANEL, ACCOUSTICAL, REMOVABLE WALL PANEL, ACCOUSTICAL, REMOVABLE
N7195G	PLANT, DECORATIVE, TROPICAL PLANT, DECORATIVE, TROPICAL
N7195GA	PLANT, DECORATIVE, TROPICAL, ARTIFICIAL PLANT, DECORATIVE, TROPICAL, ARTIFICIAL
N7195J	RACK, WEARING APPAREL RACK, WEARING APPAREL
N7195FB	PARTITION, FREE-STANDING, ACOUSTICAL SCREEN ACCESSORIES PARTITION, FREE-STANDING, ACOUSTICAL SCREEN ACCESSORIES
N7195FC	PARTITION, FREE-STANDING, ROOM DIVIDER, METAL PARTITION, FREE-STANDING, ROOM DIVIDER, METAL
N7195FE	INTERCONNECTING PANELS AND SUPPORTING COMPONENTS (EXCEPT SPEC). INTERCONNECTING PANELS AND SUPPORTING COMPONENTS (EXCEPT SPEC).
N7195FEB	PARTITION, SCREEN SYSTEMS, ELECTRIFIED PANELS, CSA APPROVED PARTITION, SCREEN SYSTEMS, ELECTRIFIED PANELS, CSA APPROVED
N7125M	CABINETS AND LOCKERS (SECURITY ONLY) CABINETS AND LOCKERS (SECURITY ONLY)
N7125MA	CABINETS, SECURITY, FLAMMABLE AND COMBUSTIBLE LIQUIDS CABINETS, SECURITY, FLAMMABLE AND COMBUSTIBLE LIQUIDS
N7125N	BINS, WOOD BINS, WOOD
N7125L	LOCKER, TOOL, STEEL LOCKER, TOOL, STEEL
N7105P	BENCH, DINING FOLDING LEGS (EXCEPT SHIPBOARD TYPE) BENCH, DINING FOLDING LEGS (EXCEPT SHIPBOARD TYPE)
N7105	HOUSEHOLD FURNITURE Household Furniture Includes Bedsprings, Open style (All-metallic); Folding Chairs; Camp Furniture; Mirrors, Wall Mounting and Furniture Types; Smoking Stands.
N7110	OFFICE FURNITURE Office Furniture Includes Filing Cabinets; Safes; Post Office Furniture; School Furniture; blackboards.

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GSIN Categories (104)	
N7195	MISCELLANEOUS FURNITURE AND FIXTURES Miscellaneous Furniture and Fixtures Includes Stone, Clay, and Concrete Furniture; Auditorium and Theater Furniture; Library Furniture; Cashier Stands.
N7195LC	TABLE, WORK, GENERAL PURPOSE, STEEL TABLE, WORK, GENERAL PURPOSE, STEEL
N7195LE	TABLE, DESKTOP, FOR MICROCOMPUTERS, PRINTERS, TERMINALS, ETC. TABLE, DESKTOP, FOR MICROCOMPUTERS, PRINTERS, TERMINALS, ETC.
N7195N	SHOWCASE SHOWCASE
N7195NJ	VISUAL DISPLAY BOARD VISUAL DISPLAY BOARD
N7195JC	RACK, WEARING APPAREL, SECURITY TYPE RACK, WEARING APPAREL, SECURITY TYPE
N7195K	RACK, OVERSHOES RACK, OVERSHOES
N7195L	TABLE, WORK TABLE, WORK
N7195U	PLANTERS PLANTERS
N7195V	FURNITURE, RESTAURANT FURNITURE, RESTAURANT
N7195Q	CUSTOM METALWORK, MISCELLANEOUS FURNITURE AND FIXTURES CUSTOM METALWORK, MISCELLANEOUS FURNITURE AND FIXTURES
N7195S	FURNITURE, LOBBY, CONCRETE BASE FURNITURE, LOBBY, CONCRETE BASE
N7195SD	SEATS, AIRPORT, TANDEM SEATS, AIRPORT, TANDEM
N7195TA	QUEUING SYSTEMS QUEUING SYSTEMS
N7110LFA	FREE-STANDING FURNITURE WITH METAL LEGS - COMMERCIAL (EXCEPT SPEC) FREE-STANDING FURNITURE WITH METAL LEGS - COMMERCIAL (EXCEPT SPEC)
N7110LE	FURNITURE, COMMERCIAL, OFFICE, WOOD COMPONENTS ONLY (EXCEPT MODULAR) FURNITURE, COMMERCIAL, OFFICE, WOOD COMPONENTS ONLY (EXCEPT MODULAR)
N7110WA	FILING CABINETS SEAC APPROVED FILING CABINETS SEAC APPROVED
N7110VEA	TABLE, OFFICE TYPE, CONFERENCE, WOOD VENEER TOP (RECTANGULAR, CIRCULAR, BOATSHAPE) TABLE, OFFICE TYPE, CONFERENCE, WOOD VENEER TOP (RECTANGULAR, CIRCULAR, BOATSHAPE)
N7110WAC	CABINETS, SECURITY, SAFE, FILE CABINETS, SECURITY, SAFE, FILE
N7110VCA	TABLE, OCCASIONAL NESTING, WOOD (OFFICE) TABLE, OCCASIONAL NESTING, WOOD (OFFICE)
N7110VE	TABLE, OFFICE TYPE, CONFERENCE TABLE, OFFICE TYPE, CONFERENCE
N7110CDH	CHAIR, STRAIGHT METAL, WITHOUT ARMS, STACKING TYPE CHAIR, STRAIGHT METAL, WITHOUT ARMS, STACKING TYPE
N7110CF	CHAIR, STACKING, ARMLESS, MOULDED PLASTIC AND FIBREGLASS, DSS QPL CHAIR, STACKING, ARMLESS, MOULDED PLASTIC AND FIBREGLASS, DSS QPL
N7110LB	FURNITURE, COMMERCIAL, OFFICE, WOOD (EXCEPT MODULAR) FURNITURE, COMMERCIAL, OFFICE, WOOD (EXCEPT MODULAR)
N7110JE	FURNITURE, MODULAR II, OFFICE, GOVERNMENT DESIGN FURNITURE, MODULAR II, OFFICE, GOVERNMENT DESIGN
N7110LCC	FURNITURE, COMMERCIAL, OFFICE, UPHOLSTERED, METAL CHROME BASE FURNITURE, COMMERCIAL, OFFICE, UPHOLSTERED, METAL CHROME BASE

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GSIN Categories (104)	
N7110LCA	FURNITURE, COMMERCIAL, OFFICE, FULLY UPHOLSTERED FURNITURE, COMMERCIAL, OFFICE, FULLY UPHOLSTERED
N7110J	FURNITURE, MODULAR (OFFICE) FURNITURE, MODULAR (OFFICE)
N7110JC	SHELF ASSEMBLY, MODULAR 1, DESK SHELF ASSEMBLY, MODULAR 1, DESK
N7110JA	FURNITURE, MODULAR 1, EXECUTIVE FURNITURE, MODULAR 1, EXECUTIVE
N7195BB	COSTUMER, WEARING APPAREL, WOOD COSTUMER, WEARING APPAREL, WOOD
N7195B	COSTUMER, WEARING APPAREL COSTUMER, WEARING APPAREL
N7195DR	FURNITURE, CORRUGATED CARDBOARD - KNOCKDOWN FURNITURE, CORRUGATED CARDBOARD - KNOCKDOWN
N7195C	CABINETS, LIBRARY CARD, INDEX, WOOD CABINETS, LIBRARY CARD, INDEX, WOOD
N7125MB	CABINETS, SECURITY, BULK STORAGE, SPEC SSC/SES 110,DSS QPL CABINETS, SECURITY, BULK STORAGE, SPEC SSC/SES 110,DSS QPL
N7195GB	PLANT, DECORATIVE, TROPICAL, LIVE PLANT, DECORATIVE, TROPICAL, LIVE
N7195FEC	INTERCONNECTING PANELS AND SUPPORTED COMPONENTS, CAN/CGSB-44.220 SEE CGSB - QPL INTERCONNECTING PANELS AND SUPPORTED COMPONENTS, CAN/CGSB-44.220 SEE CGSB - QPL
N7195LA	TABLE, WORK, BENCH TYPE, METAL TABLE, WORK, BENCH TYPE, METAL
N7195JA	RACK, WEARING APPAREL, EXCEPT SPEC AND SECURITY TYPE RACK, WEARING APPAREL, EXCEPT SPEC AND SECURITY TYPE
N7195FA	PARTITION, FREE-STANDING, ACOUSTICAL SCREEN (APPROVED, COMMISSIONER) PARTITION, FREE-STANDING, ACOUSTICAL SCREEN (APPROVED, COMMISSIONER) DOMINION FIRE
N7195F	PARTITION, FREE-STANDING PARTITION, FREE-STANDING
N7195FEA	PARTITION, SCREEN SYSTEMS (NON ELECTRIFIED SYSTEM) PARTITION, SCREEN SYSTEMS (NON ELECTRIFIED SYSTEM)
N7195FD	PARTITION, FREE-STANDING, ROOM DIVIDER, WOOD PARTITION, FREE-STANDING, ROOM DIVIDER, WOOD
N7195LB	TABLE, WORK, BENCH TYPE, WOOD TABLE, WORK, BENCH TYPE, WOOD
N7125B	CABINETS, STORAGE CABINETS, STORAGE
N7125BD	CABINETS, STORAGE, SMALL METAL PARTS CABINETS, STORAGE, SMALL METAL PARTS
N7125BB	CABINETS, STORAGE, GENERAL PURPOSE CABINETS, STORAGE, GENERAL PURPOSE
N7125	CABINETS, LOCKERS, BINS AND SHELVING Cabinets, Lockers, Bins, and Shelving Includes Kitchen Cabinets; Sectional Shelving.
N7105CD	CHAIRS,STACKING,DND. CHAIRS,STACKING,DND.
N7195M	FOOTREST, ADJUSTABLE FOOTREST, ADJUSTABLE
N7195LD	TABLE, WORK, GENERAL PURPOSE, WOOD TABLE, WORK, GENERAL PURPOSE, WOOD

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	ATTACHWENTA
GSIN Categories (104)	
N7195R	DISPLAYER, SWINGING WING DISPLAYER, SWINGING WING
N7195P	CUSTOM WOODWORK, MISCELLANEOUS FURNITURE AND FIXTURES CUSTOM WOODWORK, MISCELLANEOUS FURNITURE AND FIXTURES
N7100	FURNITURE Furniture
N7110CDC	CHAIR, STRAIGHT, STACKING TYPE CHAIR, STRAIGHT, STACKING TYPE
N7110CE	CHAIR, STUDENT, WITH TABLE ARM CHAIR, STUDENT, WITH TABLE ARM
N7105N	FURNITURE, CHURCH (PEWS AND PULPITS) FURNITURE, CHURCH (PEWS AND PULPITS)
N7110CA	CHAIR, CAFETERIA CHAIR, CAFETERIA
N7110C	CHAIR (OFFICE) CHAIR (OFFICE)
N7110LF	FURNITURE, COMMERCIAL, FOR ELECTRONIC OFFICE EQUIPMENT INSTALLATIONS INSTALLATIONS
N7110LFB	FREE-STANDING FURNITURE WITH WOOD PANEL LEGS - COMMERCIAL (EXCEPT SPEC.) FREE-STANDING FURNITURE WITH WOOD PANEL LEGS - COMMERCIAL (EXCEPT SPEC.)
N7110LFC	FURNITURE, COMMERCIAL, FOR ELECTRONIC OFFICE EQUIPMENT, PANEL HUNG FURNITURE, COMMERCIAL, FOR ELECTRONIC OFFICE EQUIPMENT, PANEL HUNG
N7110LA	FURNITURE, COMMERCIAL, OFFICE, METAL (EXCEPT MODULAR) FURNITURE, COMMERCIAL, OFFICE, METAL (EXCEPT MODULAR)
N7110LC	FURNITURE, LOUNGE SEATING FURNITURE, LOUNGE SEATING
N7110LCB	FURNITURE, COMMERCIAL, OFFICE, UPHOLSTERED, EXPOSED WOOD FRAME FURNITURE, COMMERCIAL, OFFICE, UPHOLSTERED, EXPOSED WOOD FRAME
N7110LD	FURNITURE, COMMERCIAL, OFFICE SPECIAL (EXCEPT MODULAR) FURNITURE, COMMERCIAL, OFFICE SPECIAL (EXCEPT MODULAR)
N7110M	FURNITURE, SCHOOL FURNITURE, SCHOOL
N7110E	DESK DESK
N7110JB	FURNITURE, MODULAR 1, GENERAL OFFICE FURNITURE, MODULAR 1, GENERAL OFFICE
N7110JD	FURNITURE, MODULAR 1, TABLE, OCCASIONAL FURNITURE, MODULAR 1, TABLE, OCCASIONAL
N7110JF	Lan management modular shelving system Lan management modular shelving system
N7110L	FURNITURE, COMMERCIAL, OFFICE (EXCEPT MODULAR) FURNITURE, COMMERCIAL, OFFICE (EXCEPT MODULAR)
N7110GFB	FILING CABINETS, VERTICAL, COMMERCIAL FILING CABINETS, VERTICAL, COMMERCIAL
N7125A	BINS, STORAGE (DND SPECIFICATIONS) BINS, STORAGE (DND SPECIFICATIONS)
N7125BC	CABINETS, STORAGE, TAPES, CASSETTES AND FILMSTRIPS CABINETS, STORAGE, TAPES, CASSETTES AND FILMSTRIPS
N7195DA	FURNITURE, NON-RESIDENTIAL, OUTDOOR FURNITURE, NON-RESIDENTIAL, OUTDOOR
N71	Furniture Furniture
N7110V	TABLE (OFFICE) TABLE (OFFICE)

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	ATTACHMENTA
GSIN Categories (104)	
N7110VB	TABLE, OFFICE, WOOD (OFFICE) TABLE, OFFICE, WOOD (OFFICE)
N7110VC	TABLE, OCCASIONAL (OFFICE) TABLE, OCCASIONAL (OFFICE)
N7110W	OFFICE FURNITURE, SECURITY TYPE OFFICE FURNITURE, SECURITY TYPE
N7110WAH	FILING CABINET INSULATED (FIRE) FILING CABINET INSULATED (FIRE)
MERX Category (1)	
G	Goods Goods
G17	Furniture Furniture
UNSPSC Categories (5)	
56000000	Furniture and Furnishings
56110000	Commercial and industrial furniture
56111500	Workstations and office packages
56112200	Desking systems
56100000	Accommodation furniture
56101500	Furniture
56101700	Office furniture
56101900	General furniture parts and accessories

2019/10/31 09:45:03 AM EDT Page 7 of 8

Document Request List Document Request List

Organization Name	Main Contact	Download Date	City	Province/State			
No document has been requested yet.							

2019/10/31 09:45:03 AM EDT Page 8 of 8



NYS' official source of contracting opportunities Bringing business and government together

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Furniture Solutions with Related Accessories and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 121919

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 10/31/2019

Due Date/Time: 12/19/2019 4:30 PM

Central Time

County(ies): All NYS counties

Classification: Office & Residential Furniture, Supplies & Equipment - Commodities

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative,

is requesting proposals for Furniture Solutions with Related Accessories and Services

to result in a contracting solution for use by its members. Sourcewell members

include thousands of governmental, higher education, K-12 education,

not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov]. Only

proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and

late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell

Procurement Department

Greg Grunig

Procurement Lead Analyst

202 12th Street NE

P.O. Box 219

Staples, MN 56479 United States Ph: 218-895-4189

greg.grunig@sourcewell-mn.gov

Submit to contact: Sourcewell

Procurement Department

Greg Grunig

Procurement Lead Analyst

202 12th Street NE

P.O. Box 219

Staples, MN 56479 United States Ph: 218-895-4189

greg.grunig@sourcewell-mn.gov

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Tools



Bid RFP #121919 - Furniture Solutions with Related **Accessories and Services**

[Switch to Vendor View]

Bid Type RFP

Bid Number 121919

Title Furniture Solutions with Related Accessories and

Services

Start Date Oct 31, 2019 8:52:01 AM CDT

End Date Dec 19, 2019 4:30:00 PM CST

Agency Sourcewell

Bid Contact Chris Robinson

(218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219

Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.

[Notification report] [Access report]

Questions

0 Ouestions 0 Unanswered [View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

Delivery Information

Proposals must be submitted through the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov].

Pre-Bid Conference

Date Nov 21, 2019 10:00:00 AM CST

Location WebEx Conference

Notes Pre-Proposal login information will be emailed two days prior.

Documents

No Documents for this bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2019 © | The Public Group, LLC. All rights reserved.

 $^{The}Public \mid Group_{^{rx}}$

Deseret News



ATTACHMENT A

PROOF OF PUBLICATION CUSTOMER'S	S COPY	
CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER	
SOURCEWELL, Accounting Dept	9001496962	REQUEST FOR PROPOSALS Sourcewell, a State of
PO BOX 219	DATE	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting
STAPLES MN 56479	10/31/2019	cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members
ACCOUNT NAME		bers. Sourcewell members include thousands of governmental, higher education, K-12 education, not-
SOURCEWELL,		fion, K-12 education, not- for-profit, tribal govern- ment, and other public agencies located in the
TELEPHONE	ORDER # / INVOICE NUMBER	United States and Canada.
2188945483	0001271695 /	for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-
PUBLICATION SCHEDULE	DESCRIPTION AND AND STREET	mn.gov]. Only proposals submitted through the
START 10/31/2019 END 10/31/2019	RECEIVED NOV 0 8 7019	Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time,
CUSTOMER REFERENCE NUMBER		and late proposals will not be considered. 1271695 UPAXLP
Sourcewell RFP for Advertisement (Furniture)		
CAPTION		7
REQUEST FOR PROPOSALS Sourcewell, a S	tate of Minnesota local government agenc	_
SIZE		
34 LINES 1 COLUMN(S)	_
TIMES TOTAL COST		7
3 78.78		_
	AFFIDAVIT OF PUBLICATION	
AS NEWSPAPER AGENCY COMPANY, LLC dba		CEDITEV THAT THE ATTACHED
ADVERTISEMENT OF REQUEST FOR PROPOSALS	Sourcewell, a State of Minnesota local government	ment agency and service cooperative, is
requesting proposals for Furniture Solutions with Re F LLC dba UTAH MEDIA GROUP, AGENT FOR DESERE		
ENGLISH LANGUAGE WITH GENERAL CIRCULATIC STATE OF UTAH. NOTICE IS ALSO POSTED ON UT	N IN UTAH, AND PUBLISHED IN SALT LAKE	E CITY, SALT LAKE COUNTY IN THE
DATE AND REMAINS ON UTAHLEGALS.COM INDEF		
46-3-104.		
PUBLISHED ON Start 10/31/2019 End 10/	/31/2019	1
	Isual n	nundran
DATE10/31/2019	SIGNATURE	
STATE OF UTAH)		
COUNTY OF <u>SALT LAKE</u>)		
SUBSCRIBED AND SWORN TO BEFORE ME ON THIS	31ST DAY OF OCTOBER I	N THE YEAR 2019
BY_LORAINE GUDMUNDSON		



NOTARY PUBLIC SIGNATURE



View

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Revisions

OPEN

Furniture Solutions with Related Accessories and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:

November 21, 2019 at 10:00 am CST

Proposals Due:

December 19, 2019 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal 🗷



NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members.

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

THE STATE MEDIA CO., INC.

Columbia, South Carolina publisher of



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004439408	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL PO BOX 219 STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [htt ps://proporals.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procusement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered. 4439408

RECEIVED NOV 1 2 2019

State of South Carolina County of Richland

I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

October 31, 2019

Michelle Long Inside Classified Accounts Representative

Subscribed and sworn to before me on this 6th day of November in the year of 2019

Amy L. Robbins

Notary Public for South Carolina My Commission Expires: November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."



Penco Products, Inc.

1820 Stonehenge Drive, Greenville, NC 27858 Phone: 800-562-1000 Fax: 800-248-1555

Sold ToCity of Stockton
Stockton, CA
Phone:
Fax:

Date 6/13/2019

Quote No T087-3791

Job Name Stockton Police HQ

Quotation

Please accept our quote as detailed below:

199 frames 18" wide x 24" deep x 72" high Welded Patriot Duty lockers with 33" deep drawer bases. 13 frames 18" wide x 24" deep x 60" high Welded Patriot Duty locker with no drawer base.

Lockers include 16GA continuous sloping hoods and 16GA finish end panels at exposed row end locations. 1-1/4" thick x 9-1/2" wide laminated hardwood locker bench tops included. Standard finish in choice of 24 colors. Material ships FOB 27840 - Hamilton NC with a 10 to 12 week lead time. This is a material only quote, all offloading and installation is the responsibility of the purchaser.

Freight shown is an estimate only for standard dock to dock delivery, unless specifically and otherwise noted. Deliveries to residential, school, limited access or job site address or that require the use of a lift gate, will incur accessorial charges not included in the standard delivery freight charges. All parts to be standard as manufactured by Penco Products, Inc., unless specifically detailed and otherwise noted. No parts other than shown below are included. All conditions and limitations as noted under "General Information" in Penco's written pricing guides are in effect for this quote. It is the customer's responsibility to review and interpret the project drawings, specifications and details to verify that the material listed below will meet the projects requirements.

	QTY	U/M	CAT NUM	W	D	Н	COLOR	LEGS
1	8	Ea.	97XXXZ					
	SPRAY PA	INT, COLC	OR TO BE DETERMINE	ED				
2	1		NUM-PLT					
	TBD							
3	199	Ea.	64WD182490C	18	24	72		N
	PATRIOT	DUTY LKR	-WELDED W/DWR BA	A <i>SE (1 D</i>	OOR)			
4	13	Ea.	64WCB182464C	18	24	64		N
	PATRIOT	DUTY LKR	-WELDED 4" BASE (1	DOOR)				
5	13	Ea.	605461C	24	24			
	LOCKER S	SHELF, 16	GA					
6	16	Ea.	66639H	1	24	81		
	FIN. END	PANEL, SL	OPE HOOD, LEFT, NO	O LEGS, .	SR			
7	11	Ea.	66640H	1	24	81		
	FIN. END	PANEL, SL	OPE HOOD, RIGHT,N	IO LEGS,	SR			



Penco Products, Inc. 1820 Stonehenge Drive, Greenville, NC 27858 Phone: 800-562-1000 Fax: 800-248-1555

Sold To

City of Stockton Stockton, CA Phone: Fax:

Date 6/13/2019

Quote No T087-3791

Stockton Police HQ Job Name

	QTY	U/M	CAT NUM	W	D	Н	COLOR	LEGS
8	60	Ea.	66157H	72	24	9		
	SLOPE H	OOD, 16GA.	: INCLUDES 1 HOO	D & 2 SUP	TS.			
9	52	Ea.	66172C		24			
	SPLICE A	SSEMBLY						
10	2	Ea.	66104C	24	24			
	CORNER	FILLER, SLO	OPE TOP					
11	12	Ea.	661141C	12		72		
	VERTICAL	L ANGLE FIL	LLER					
12	8	Ea.	66119C			72		
	WALL AN	GLE (SLIP)	IOINT)					
13	7	Ea.	9602	72	9.5	1.25		
	LOCKER I	ROOM BENG	CH, WOOD					
14	5	Ea.	9604	96	9.5	1.25		
	LOCKER I	ROOM BENG	CH, WOOD					
15	14	Ea.	9605	108	9.5	1.25		
	LOCKER I	ROOM BENG	CH, WOOD					
16	3	Ea.	9606	120	9.5	1.25		
	LOCKER I	ROOM BENG	CH, WOOD					
17	8	Ea.	9607	132	9.5	1.25		
	LOCKER I	ROOM BENG	CH, WOOD					
18	5	Ea.	9623	48	24	1.25		
	LOCKER I	ROOM BENG	CH, WOOD, ADA					
19	20	Ea.	60822H			16.25		
	PEDESTA	L, LOCKER	BENCH, TUBE					





Penco Products, Inc.

1820 Stonehenge Drive, Greenville, NC 27858 Phone: 800-562-1000 Fax: 800-248-1555

Sold ToCity of Stockton

Date 6/13/2019

Stockton, CA Quote No T087-3791

Phone:

Fax:

Job Name Stockton Police HQ

Estimate Subtotal \$170,645.61

Estimated Freight \$15,300.00

Installation

Tax \$0.00

Total \$185,945.61

See Last Page for Conditions

Payment Terms

FOB Point

Shipping Terms

Ship Via

Shipment

Orig. Creation Date: 6/11/2019, Software Version: 5.11, Data version: 157

Penco Products, Inc.

Richard Evans

West Coast District Sales Manager, Folsom, CA

95630

Phone: (916) 317-8184 Fax: (800) 248-1555

Email: Richard.Evans@PencoProducts.com

- Penco Products Standard Estimate Terms
- · Estimate is based on information provided and is subject to adjustments.
- · Quote is valid for 90 days. Freight, installation, and taxes are extra unless itemized.
- · This quote excludes sales tax. If applicable, it will be added during order processing.
 - \cdot It is the distributor's responsibility to verify product and quantities for accuracy.
 - · Freight cost is estimated and will be billed at actual cost at time of shipment.

Camargo's Locker Magic

Quote

Lic# 789549 DIR#1000022508

PO Box 214226

Sacramento, Ca, 95821

lockermagic@gmail.com

916-541-4945

Quote No:

1673

Date: 06/10/2019

For: City Of Stockton

mwilgus@lyonworkspace.com

Stockton Ca

Ship To: City of Stockton / Indigo

Stockton Ca

Tracking No

Ship Via

FOB

	Camargo's Locker Magic - Quote 1673 - 06/10/20	19	ATTACH	HMENT A
Code	Description	Quantity	Rate	Amount
	Materials	1	\$175,788.00	\$175,788.00
	216 Valor Locker Upper Unit Shell, 18"w x 24"d x			
	72"h			
	* Colo r-Unknown Color			
	199 Valor Locker Drawer Unit, 18"w x 36"d x 18"h			
	* Color-Unknown Color			
	216 Valor Locker Partition Kit for 18"w Upper Unit			
	Shell			
	* Colo r-Unknown Color			
	216 Valor Locker Boot Tray for 18"w Upper Unit,			
	10"w x 24"d			
	* Color-Unknow n Color			
	216 Valor Locker Vest Shelf for the 18"w Upper Unit,			
	18"w x 24"d			
	* Color-Unknow n Color			
	432 SINGLE PRONG HOOK			
	199 WOOD LKR BENCH 18"WX12"D X3/4"			
	216 Number Plates			
	14 Continuous Sloping Hood w/STD Support 16GA * Color-Unknown Color (XX)			
	Continuous Sloping Hood - 2 4 Inch Deep (24)			
	Continuous Sloping Hood - 24 mch Deep ([24]) Continuous Sloping Hood Package - 5 Pack - 25 '			
	Total Length (-25)			
	* Color Charge-NO C USTOM CHARGES(STD)			
	3 End Finish Panels - Single Row - Slope Top -			
	16GA			
	* Color - Unknown Color			
	End Finish Panel Locker Depth - 24 Inch (24)			
	End Finish Panel Locker Height - 72 Inch (72)			
	End Finish Panel - Left Hand (L)			
	Package Quantity - 4 Pack (-4)			
	3 End Finish Panels - Single Row - Slope Top -			
	16GA			
	* Color - Unknown Color (XX)			
	End Finish Panel Locker Dep th - 24 Inch (24)			
	End Finish Panel Locker Height - 72 Inch (72)			
	End Finish Panel - Right Hand (R)			
	Package Quantity - 4 Pack (-4)			
	216 Valor Locker Compartment Shelf, 8"w x 24"d			
	17 Flush drawer for 18x24 VALOR locker			
	5- 24x90 slope top end finish panel			
	19 36x18 flat top end finish panel			
	4 12x90 efp for VALOR locker with boot drawer			
	Total Weight: 76,198 lbs.			
	Labor : Receive, in my warehouse, all materials above Set up and deliver to site	1	\$112,000.00	\$112,000.00*
	Then install according to your layout			
	Thermistali according to your layout			

Camargo's Locker Magic - Quote 1673 - 06/10/2019

	Camargo's Locker Magic - Quote 1073 - 00/10/20	ATTACHMENT A			
Code	Description	Quantity	Rate	Amount	
SCOPE	Scope of work: Supply, Deliver and install all materials above according to your layout	1	\$0.00	\$0.00*	
	ALL LABOR IS PREVAILING WAGE NON UNION	1	\$0.00	\$0.00	
	All materials are manufactured by Lyon	1	\$0.00	\$0.00	
	GENERAL TERMS AND CONDITIONS: 1. Above pricing is valid for thirty (30) days, and this quotation is automatically withdrawn if not accepted in writing within the thirty day period. Terms net twenty days from date of invoice 2. Materials to be billed at time of material arrival, if installation is not imminent. 3. Delivery times based on manufacturer's published lead times at date of order and are subject to change without notice. 4. Prices are subject to acceptance as indicated, and if not accepted within thirty (30) days from above date, may be changed or withdrawn without notice. 5. Orders may not be canceled after acceptance without written authorization, in the event of a cancelation, the order is subject to reasonable cancellation charges based on type of material and status of order with manufacturer. 6. Price listed above is based on non-union labor unless specifically noted in the body of the quote. If Union labor is required, but not specifically detailed in the body of this quote, this quote is automatically withdrawn. 7. All Permits, Licenses, and fees are excluded, unless specifically stated in the body of this quote. 8. Interpretation of the local Building and Fire Codes are the responsibility of the purchaser.	1	\$0.00	\$0.00	
*Indicate	es non-taxable item				
	Subtotal			\$287,788.00	
	TAX 9%			\$15,820.92	
	Shipping			\$0.00	
	Total			\$303,608.92	
	Total		\$30	3,608.92	

EXHIBIT B INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a

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primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

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Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

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Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services 400 E Main Street, 3rd Floor – HR Stockton, CA 95202

Systems and Space Inc.

Proposal to Improve Space Management and Storage Capacity

















We have set the standard in customer care - Because we understand the composition and characteristics that are intrinsic to space management and capacity planning.

Stockton Police Department

Spacesaver FreeStyle Lockers

April 16, 2020

Submitted To: Marina Lemos

Stockton Police Department 22 East Market Stockton, CA 95202

Submitted By: Jordan Jaime

Systems Planner
Systems & Space, Inc.
500 Boulder Court, Suite B
Pleasanton, CA 94566
(925) 426-1955

Partners in Progressive Storage Solutions

This proposal will demonstrate to you that selecting SSI as your storage solution partner will create smarter storage initiatives and help uncover the space needed to grow.

Who Is Systems & Space?

SYSTEMS & SPACE, INC. (SSI) is a premier provider of space, storage and filing solutions for today's business environment. Since 1988 we've been developing complete storage and space management strategies and solutions – for all types of businesses. We are experts at individual systems analysis, systems hardware, engineering and implementation. Our mission is to deliver your project on time, within budget – and trouble free.

Executive Summary

SYSTEMS & SPACE, INC., is pleased to present this proposal to the space management team at your company. The attached detailed architectural drawings outline your specific requirements and our solution. This proposal is available for acceptance 30 days from the cover date.

Why Systems & Space, Inc.?

In order to complete this project on time, with high quality results, it is essential to select a company that can work within your timelines, budget and meet your planning requirements, now and for the long term.

SSI possesses the capability to ensure the success of this project because:

- SSI understands the scope of your specific planning requirements
- SSI engineering, project management experience and system planning are unparalleled in the industry
- SSI has a longstanding partnership with Spacesaver Corporation
- SSI offers extended warranty programs to preserve your investment for years to come.

The SSI management team is committed at every level to the success of your project.

Why Spacesaver?

SPACESAVER is the industry leader in high-density mobile file systems. Spacesaver has been in business since 1972 and has more installations than all of its competitors. For material protection, storage efficiency, durability, reliability, security, safety, and accessibility, Spacesaver is the state of the art solution for all your storage requirements.

Design

This proposal includes an architectural drawing to allow for visual acceptance. The drawing outlines room dimensions, system dimensions, stored media - existing plus increased capacities and storage weight.

Floor Loading

Floor load data that applies to the project is subject to interpretation by a certified structural engineer. SSI is providing reference data for determining load and distribution conditions. Floor load and considerations are to be reviewed and evaluated by a qualified engineer. It is the responsibility of client to have this system approved for the floor loading if needed.

SYSTEMS & SPACE, INC. can assist with the floor load assessment process. We will work directly with your structural engineer or we can provide a certified structural engineer and consulting. A complete analysis, including any required building modifications, designs and supporting structural calculations, will be prepared for a fixed fee. The fee will be determined by the complexity of the project and pricing will be submitted at your request.

Delivery, Installation, Training and Warranty

Components and materials will be shipped approximately 10-15 weeks upon receipt of purchase order and completed checklist. A field service supervisor and job crew leader will be assigned prior to the system installation. They will remain with the project until completion to control all scheduling, freight, elevator access and all phases of the installation to assure complete satisfaction with minimal disruption to your staff. Spacesaver warrants that all equipment shall be free from defects in materials and workmanship for five (5) years from the date of the customer's written acceptance of installation – to assure complete satisfaction. This proposal is based on installation utilizing a Monday-Friday workweek and nonunion hours of 8:00 AM – to 5:00 PM. Should you require different hours, other options are available. SSI will provide unlimited training to all users to assure optimal use of your system.

Extended Warranty Programs

Extended warranty programs are available to protect and preserve your investment. These programs include 1st priority service response and covered check-up appointments throughout the years. For more information, simply ask your Systems Planner.



Business



Government



Healthcare



Justice



Library



Museum

Systems & Space Inc. Guarantees the Success of Your Project!

Investment

Drawing No.	Description	Investment
18319	Spacesaver FreeStyle Lockers	\$242,002.52
	See drawings provided for locker quantities and details	
	Tax	\$21,770.64
	Prevailing Wage Installation	\$73,469.17
	Freight	\$17,919.90
	Grand Total	\$355,162.23

The Investment includes all materials, tax, freight and installation for the **Spacesaver** system.

Systems & Space, Inc. is not responsible for any additional engineering fees. If a client elects to pay for our Seismic Calculation Services, it includes a standard set of calculations. Any additional engineering or product modifications will be an add on cost to the client.

Our price is valid for 60 days from the date of this proposal.

Sourcewell Contract Purchases

The Sourcewell has awarded KI/Spacesaver with a national competitively bid contract governed by a national municipal contracting agency.

When purchasing under the Sourcewell contract, please use the following guidelines in preparing your purchase orders:

The purchase order will be made payable to: Systems & Space, Inc.

Please include the following information on your purchase order: Sourcewell/KI Contract Number: 121919-

KI/Spacesaver

Remit purchase order to: Systems & Space, Inc.

500 Boulder Court, Suite B Pleasanton, CA 94566

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER 599899 DIR CONTRACTOR'S REGISTRATION NUMBER 1000007450

Payment Terms There will be no prepayment terms. Terms are NET 30 Days.

X

Client ApprovalPrint NameDateSystems Planner: Jordan JaimeProject #18319

Project #18319

Critical Path to Installation: 10-15Week Standard Lead Time

Order placed – (see attached checklist)

- Week 1 Systems Ordered by SSI
- Week 10 Product Ships from Manufacturer

Systems Planner: Jordan Jaime

• Week 12-15 – SSI receives product and begins installation based on date set with Stockton Police Department

Installation Information:	Programme and the second
1. Company Name	
2. Contact name at installation area	ErA
3. Street Address	
4. Suite, Bldg., or Floor	
5. City, State, Zip Code	
6. Contact Phone # Pager/Cell #	
7. Fax # E-Mail Address	
Billing Information:	
8. Company Name:	
9. Accounting Department Contact Name	
10. Billing Address	
11. Suite, Bldg., or Floor	1
12. City, State, Zip Code	Out of
13. Contact Phone # Pager/Cell #	
14. Fax #E-Mail Address	
Acknowledgement Information:	
15. Company Name	
16. Contact name to send order Acknowledgement to	V
17. Street Address	Softwal
18. Suite, Bldg., or Floor	
20. City, State, Zip Code	10
21. Contact Phone #Pager/Cell	

Check	list for Ordering & Developing Spacesaver System	
	Review and sign off on drawings	
	Choose shelving colors from Spacesaver Color Selector:	
	Choose end panels from WilsonArt Laminate book:	
	Attach purchase order and deposit to proposal	ij·ij·lililililililililililililililililili
	Sign and date acceptance areas on proposal	
	Client's Move Date:	
	General Contractor's Name:	
	Phone #Fax #	
	Mobile #Email	
	Finished Floor Covering Type: Carpet or Tile (Circle one)	10
	Finished Floor Covering Installation Date:	AU 2
	If project is Existing Construction, is client considering replacing Finished Floor C	overing?
	Yes / No Tile or Carpet (Circle one)	
	Is there a Construction/Move schedule available? Yes or No	
	Project Completion Date:	
	Non union hours of Installation are Monday through Friday 8:00 AM to 5:00 PM. After 5 PM and anytime on Saturday and Sunday is overtime.	
	Security: Do SSI personnel need access badges, escorts, etc?	20. 10
	Parking: Are permits required? Yes or No	
~		
Clie	nt Approval Print Name	Date
	Systems Planner: Jordan Jaime	Project #18319

NOTICE: This proposal contains information that is proprietary to Systems & Space, Inc. and is intended for the use of Stockton CA only. No part of this proposal or the enclosed CAD drawings may be used, reproduced or disclosed to any other party without prior consent of Systems & Space. Inc.

TERMS & CONDITIONS FOR PRODUCTS, SYSTEMS & INSTALLATIONS

- 1. GENERAL: These terms & conditions shall apply to sales from SYSTEMS & SPACE, INC. to BUYER and to any quotation by SYSTEMS & SPACE, INC. for sales. These terms & conditions shall not be superseded by any terms & conditions in BUYER'S order. If a Contract Agreement will be issued in lieu of, or in addition to execution of this proposal, Buyer agrees to include this proposal as an Exhibit to the Contract Agreement.
- 2. PRICING: This proposal is valid for 60 days from the date of the proposal.
- 3. PAYMENT TERMS: There are no prepayment terms based on the Sourcewell Contract language. Terms are NET 30 Days.
- 4. ENGINEERING DATA: The proposal, drawings and/or specifications of any quotation are confidential engineering data, and represent SYSTEMS & SPACE, INC. Si investment in engineering skill and development, and remain the property of SYSTEMS & SPACE, INC. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to SYSTEMS & SPACE, INC. All specifications and dimensions of proposal, drawings are approximate, and are subject to changes during detailed engineering.
- 5. <u>DELIVERY:</u> Shipping or delivery dates are approximate. SYSTEMS & SPACE, INC. shall not be liable for delays in or failure of delivery due to changes requested by BUYER, or causes beyond its control. At the request of BUYER, BUYER shall make payment as though shipment has been made as specified and for any expenses incurred by SYSTEMS & SPACE, INC. due to BUYER'S request in delaying shipment.
- 6. STORAGE: If product is stored for more than 30 days at SYSTEMS & SPACE, Inc. due to delays in delivery caused by BUYER, SYSTEMS & SPACE INC. will charge BUYER at the rate of 1% of BUYER's invoice per month pro-rated daily.
- 7. SPECIALS: Special items not considered as standard inventory by SYSTEMS & SPACE, INC. and/or manufactured by SYSTEMS & SPACE, INC. to BUYER'S specifications or job requirements, will become the sole property of the BUYER and will not be accepted for return.
- 8. INSURANCE: SYSTEMS & SPACE, INC. carries Workers' Compensation insurance with statutory limits as required by law. In addition, SYSTEMS & SPACE, INC. carries General Liability Insurance with \$1M occurrence/\$2M general aggregate/\$2M completed operations, and Auto Liability with \$1M combined single limit. Upon request, entities shall be named as Additional Insured under endorsement CG D2 48 080 05.
- 9. CANCELLATION: On all cancelled orders, BUYER shall compensate SYSTEMS & SPACE, INC. for its performance, commitments and damage as follows: BUYER shall pay SYSTEMS & SPACE, INC. a cancellation fee not to exceed the original purchase price.
- 10. CONSTRUCTION AREA: BUYER shall provide SYSTEMS & SPACE, INC. with a free and clear construction site. All materials and/or construction shall be removed from the area. BUYER will furnish SYSTEMS & SPACE, INC. with adequate electrical power to efficiently operate the power tools required for the installation.
- 11. UNLOADING, SPOTTING AND STORAGE: BUYER shall provide SYSTEMS & SPACE, INC. with adequate unloading facilities, and sufficient access to those facilities to insure SYSTEMS & SPACE, INC.'S efficient unloading procedure. Adequate aisles shall be provided by the BUYER to provide efficient handling of the materials from the unloading of storage area to the construction site.
- 12. COMMENCEMENT OF INSTALLATION AT JOB SITE: SYSTEMS & SPACE, INC. will not be obligated to commence work at job site until receipt of written notice from BUYER that BUYER'S building is ready for use and necessary utilities and equipment are supplied there as well.
- 13. CHANGES IN WORK: Should the BUYER order changes in the work, such orders and adjustments shall be made in writing to SYSTEMS & SPACE, INC. The contract price shall be adjusted according to the changes in the work specified.
- 14. COMPLETION: Installation shall be deemed completed upon use of any equipment by BUYER.
- 15. FLOORS: BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed.
- 16. FLOOR COVERING: Existing floor covering may require removal prior to the start of our scope of work. Removal and replacement of existing floor covering is specifically excluded from this proposal. Should the client wish Systems & Space, Inc. to remove the existing floor covering, please consult your Systems Planner for a quote for this work. Please note that while Systems & Space, Inc. will use every precaution to maintain the integrity of the existing floor covering, we cannot guarantee that the existing floor covering will be suitable for reuse. Client acknowledges that installation of new floor covering may be required, at an additional cost to client.
- 17. SURVEYS, PERMITS AND REGULATIONS: BUYER shall procure and pay for all permits, inspections, and/or structural calculations required by any governmental authority for any part of the work performed by SYSTEMS & SPACE, INC., except if otherwise stated.
- 18. TESTING: All material and equipment for testing the installation shall be provided at BUYER'S expense. At the time that SYSTEMS & SPACE, INC. states to the BUYER that the work is complete, the BUYER will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the BUYER shall accept the same and deliver to SYSTEMS & SPACE, INC. a signed statement of acceptance. If the BUYER fails to so notify SYSTEMS & SPACE, INC. or if the BUYER fails to make such inspection, the work shall be conclusively deemed accepted by the BUYER.
- 19. LABOR RELATIONS: SYSTEMS & SPACE, INC. is a non-union contractor. Unless specifically outlined in the project specifications and/or bid documentation, our bid will not be based upon compliance with the terms and conditions of any labor agreements. Any requirement to comply with labor agreements identified after submission of this bid will require an increase in our contract amount to reflect this change. Our proposal is based upon an eight (8) hour workday during normal business hours (unless otherwise specified). No provisions have been made for overtime or shift premium pay.
- 20. <u>LEGAL ACTION</u>: In the event that any legal action is initiated regarding the breach of any terms or conditions of this agreement, the prevailing party shall be entitled to receive in addition to any damages suffered, their court costs and attorney's fees incurred.

X		
Client Approval	Print Name	Date
Systems Planner: Jordan Jaime		Project#18319

References

Companies who have entrusted SYSTEMS & SPACE, INC.

















































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