County of DuPage, Illinois

National Intergovernmental Purchasing Alliance

Allsteel Inc. Proposal for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment, Interior Solutions, and Related Product and Support Services

Solicitation Number P15-150-DT | November 4, 2015 2:00 PM

Allsteel®

Allsteel®

2210 Second Avenue
Muscatine, Iowa 52761
563.272.4800
allsteeloffice.com

November 4, 2015

DuPage County Procurement Services Division
Attn: Furniture Evaluation Committee
421 North County Farm Road, Room 3-400
Wheaton, IL 60187

Re: County of DuPage, Illinois Request for Proposal #P15-150-DT

Dear Furniture Evaluation Committee:

On behalf of the entire Allsteel team we are pleased to respond to the DuPage County (National IPA) Request for Proposal. We appreciate the opportunity to service the DuPage County contract and we are prepared to meet your needs today and in the future.

At Allsteel, we have invested significant resources in developing unique, functional and relevant solutions that will last for years to come. We believe everything starts and ends with providing customers what they need, better than they expected, better than we did yesterday, and better than anyone else.

This means listening to our clients and developing solutions that address their needs and processes that ensure their satisfaction. We strive to develop relevant solutions through extensive research and continuous product innovation. The foundation of Allsteel's innovation is steeped in comprehensive research with Architects, Designers, Facility Managers, and End Users. The emerging desires of our customers, therefore our focus, include reducing our collective impact on the environment, end user comfort and control, and the adaptability of a quickly changing workplace and workforce. All of our new product developments, the maintenance of our existing portfolio, and the services we supply, pursue innovative and meaningful benefits to our customers.

Additionally, we ensure customer satisfaction by engaging servicing dealers that have the people, tools, and resources to make certain each project runs smoothly. To support your members, Allsteel is utilizing the services of our nationwide network of dealers. This solution has provided your members with locally-owned businesses that understand your members' needs, while still providing the strength and capabilities of Allsteel.

Allsteel Inc. is a wholly owned subsidiary of the HNI Corporation. HNI Corporation businesses comprise some of the strongest and best-known brands in the office furniture industry to include The HON Company, Allsteel, Gunlocke, Maxon, Paoli, HBF, Artcobell, and Midwest Folding Products. HNI's business model for these operating companies is a "split and focus" approach that allows each of the brands to operate individually and cater to the needs of our specific

Cover Letter

market segments. Although the brands operate independently, our operating companies also work together to provide a full range of office product solutions and to leverage operational efficiencies to deliver the best value to our customers.

Thank you again for the opportunity to earn your business. Allsteel is prepared and committed to delivering a complete solution that is specific to your member's needs, both today and in the future. As you review our proposal, I hope you find the information you need to invite us to continue to the next step in your process. It will be our pleasure to answer any questions you have along the way.

Best Regards

Steve Sparks
VP, Higher Education - State & Local Government
Allsteel Inc.

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1. Executive Summary

Allsteel®

Allsteel Inc. is a premium grade office furniture manufacturer based in Muscatine, Iowa. We operate as a unit of HNI Corporation, one of the largest and most financially sound companies in the office furniture industry.

Since our founding in 1912, we have developed or refined products such as systems furniture, modular desking and the lateral file. We also continue to enhance existing products through ongoing research dedicated to finding opportunities for both continuous improvement and breakthrough ideas. We also work with many of the world's leading designers to create products that integrate adaptive and intuitive functionality.

At Allsteel, we have invested significant resources in developing unique, functional and relevant solutions that will last for years to come. We believe everything starts and ends with providing customers what they need, better than they expected, better than we did yesterday, and better than anyone else.

This means listening to our clients and developing solutions that address their needs and processes that ensure their satisfaction. We strive to develop relevant product solutions through extensive research and continuous product innovation. The foundation of Allsteel's innovation is steeped in comprehensive research with Architects, Designers, Facility Managers, and End Users. The emerging desires of our customers, therefore our focus, include reducing our collective impact on the environment, end user comfort and control, and the adaptability of a quickly changing workplace and workforce. All of our new product developments, the maintenance of our existing portfolio, and the services we supply, pursue innovative and meaningful benefits to our customers.

Nationwide Distribution

Allsteel distributes our products and services through a national network of certified dealers. Aside from the 100+ Allsteel field sales organization we have over 220 dealer partners with over 300 locations in all markets in the US. Our dealer partners have a full range of services including space planning, specification, installation, warehousing, inventory management, asset management, corporate standards programs, e-commerce, and project management.

Additionally, we ensure customer satisfaction by engaging servicing dealers that have the people, tools, and resources to make certain each project runs smoothly. To support your members, Allsteel is utilizing the services of our nationwide network of dealers. This solution has provided your members with locally-owned businesses that understand your members' needs, while still providing the strength and capabilities of Allsteel.

Dealer Locations

Please refer to our Dealer Coverage Map in the Qualifications & Experience section of this response for our servicing dealer locations.

Allsteel is prepared and committed to delivering a complete solution that is specific to your member's needs, both today and in the future. We seek to increase sales and market share by introducing new products, further enhancing our existing line of products and continuing to pursue complementary acquisitions.

We will increase sales with State, City, Counties, Colleges, Universities and Nonprofit Organizations through the effective use of the National IPA contract. This will be accomplished as follows:

Education & Training

1. Educate Allsteel field sales members on the benefits of National IPA contract – Q2 2016.
2. Train and reinforce NIPA contract during our National Sales meeting Q2 2016.
3. Work with Allsteel's nine Region Managers to develop sales plans and client targets with our 220 dealer partners.
4. Allsteel will train all NIPA Region Managers on Allsteel products and procedures. Q2 2016.
5. Leverage our current selling teams at the dealer level to educate clients on the advantages of using the NIPA contract.

Sales Activities

1. Schedule focused selling events in each Allsteel region with the appropriate NIPA managers.
    a. Focus on top 8-10 current clients
    b. Focus on the top 5 public universities in appropriate markets.
    c. Identify and focus on key non-profit organizations
2. Train vertical market managers on the benefits of Allsteel and target key clients
3. Train Allsteel's key dealer sales members on the overall benefit of driving sales through NIPA.

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2. Copy of Solicitation Pages

Allsteel®

COUNTY OF DuPAGE, ILLINOIS

REQUEST FOR PROPOSAL #P15-150-DT
FOR A MASTER AGREEMENT TO PROVIDE SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES

PRE-PROPOSAL CONFERENCE
SEPTEMBER 29, 2015 AT 11:00 A.M.
DuPage County Administration Center
421 N. County Farm Road, Room 1-500B
Wheaton, IL 60187-3978

PROPOSAL OPENING DATE:
OCTOBER 14, 2015 AT 2:00 P. M.
DuPage County Procurement Division
421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978
(630) 407-6200

Debra J. Thompson, CPPB, Buyer
630-407-6184
dthompson@dupageco.org

DuPage County Procurement Services

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201

REQUEST FOR PROPOSAL:	P15-150-DT	PROPOSAL ISSUE DATE:	09/11/15
PROPOSAL DESCRIPTION:	SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES		
PROPOSAL OPENING DATE:	10/14/15	PROPOSAL OPENING TIME: 2:00 p.m.	
SUBMIT 1 ORIGINAL PLUS 4 COPIES		BOND REQUIRED: YES	

PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE RECEIVED AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE PROPOSALS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE PROPOSERS:
You are hereby invited to submit your proposal for the services to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

PRE-PROPOSAL MEETING

A Pre-Proposal Meeting is scheduled for SEPTEMBER 29, 2015 at 11:00 a.m. Local Time, in the DuPage County Conference Room 1-500B, DuPage County Administration Center, 421 North County Farm Road, Wheaton, IL 60187. This meeting will also have available telephone conferencing for Proposers unable to attend. The conference call must be arranged by the Proposer 24 hours prior to the scheduled meeting by calling the Buyer, Debby Thompson at 630-407-6184, no later than September 28, 2015 at 11 :00 a.m. Central Time for the specifics for the Conference Call.

The original proposal and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All proposals are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Proposals must be delivered and time stamped, prior to the public proposal opening date and time, to:	DU PAGE COUNTY PROCUREMENT SERVICES DIVISION 421 NORTH COUNTY FARM ROAD, ROOM 3-400 WHEATON, IL 60187-3978

Any communication regarding this invitation between the date of issue and date of award is required to go through the Proposal Coordinator or the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor).
Unauthorized contact with other DuPage County staff or officers is strictly forbidden.

BUYER:	Debby Thompson, CPPB	PHONE:	(630) 407-6184
EMAIL:	dthompson@DuPageCo.org		

FULL NAME OF PROPOSER	
PROPOSER CONTACT PERSON	
TELEPHONE NUMBER	

FACSIMILE AND/OR E-MAIL TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED

SECTION 1 - PROJECT INFORMATION

PROJECT NAME:	SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES
FOR:	County of DuPage, IL is acting as a Principal Procurement Agency, on behalf of itself and the National Intergovernmental Purchasing Alliance Company (National IPA), to create a nationwide cooperative contract for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment, Interior Solutions and Related Product and Support Services that will be available and marketed by National IPA and the selected supplier to Public Agencies nationwide.

SCHEDULE OF EVENTS

EVENT:	LOCATION:	DATE:	TIME:
Request For Proposals Posted	www.DemandStar.com	09/11/2015	
Advertisement	Daily Herald	09/11/2015	
Pre-Proposal Conference	DuPage County Administration Center 421 North County Farm Road, Room 1-500B Wheaton, IL 60187	09/29/2015	11:00 a.m.
Deadline for Inquiries to Substitutions, Exceptions and Questions to Bid Language and Specifications.	Must be submitted in writing to: dthompson@dupageco.org	10/05/2015	3:00 p.m.
Response to Inquiries	Via E-Mail	10/06/2015	3:00 p.m.
Proposals Due	Procurement Services, Room 3-400	10/14/2015	2:00 p.m.
Evaluation of Proposals	Proposal Evaluation Committee		
Parent Committee Approval	DuPage County Finance Committee	12/08/2015	
County Board Approval	County Board Room	12/08/2015	
National IPA & Awarded Suppliers meet regarding contract implementation	To be scheduled by National IPA	TBD	
Anticipated Contract Start Date	Nationwide	04/01/2016	

√	SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL PROPOSAL
	1 HARDCOPY (IN 3-RING BINDER)
	FOUR (4) ELECTRONIC (CD) COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL FORM
	PUBLISHED PRICE LISTS CORRESPONDING WITH DISCOUNTS OFFERED

SECTION 2 - INSTRUCTIONS TO PROPOSERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **EXCEPTIONS:** Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Proposer's letterhead and signed; exceptions must reference the RFP number and the specification, contract term or other portion of the RFP which is being excepted. If the Proposer wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Proposer agrees that if selected, it will be bound by same. If the County accepts the proposed exception, notice of that acceptance will be given to all registered prospective Proposers. No exceptions or changes to contract terms will be accepted with the proposal.

4) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, and to foster compliance with Illinois Criminal Statutes related to public procurement, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this RFP, or contacts with the County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

A violation of this provision is cause for the County to reject the Proposer's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this RFP. No contact regarding this document with other County employees is permitted.

4) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Proposal Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **PRE-PROPOSAL CONFERENCE:** The date, time and location of the meeting is indicated on the cover page of this RFP. **All Proposers are strongly encouraged to attend this conference**, but attendance is not mandatory.

6) PROPOSAL SUBMISSION: To be considered, the proposal must be prepared in the manner and detail specified in this proposal.

A. Proposals must be submitted before the date and time indicated as the deadline. It is each Proposer's responsibility to insure that the Procurement Services Division receives its proposal prior to the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, except for legal holidays to:

DuPage County Procurement Services Division
421 North County Farm Road, Room 3-400,
Wheaton, IL 60187

B. Proposals received after the above deadline will not be accepted and will be returned to the Proposer unopened. The Procurement Services Division's timestamp shall be the official time.

C. The opening of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.

D. Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

E. Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.

F. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the proposal must initial corrections in ink.

G. Proposals sent by facsimile or other electronic means will not be considered.

H. All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.

I. Proposals are subject to public disclosure after award in accordance with state law under the Freedom of Information Act (FOIA). If you believe your proposal contains information which would qualify for a statutory exemption, you must mark each section to be withheld; pricing does not qualify for exemption.

7) PROPOSAL SIGNATURES: An authorized official must sign the proposal. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer. If the Offeror is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Offeror is a partnership, all partners shall execute the Proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.

If the Offeror is a sole proprietor, the owner shall execute the proposal.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

8) CONTRACT AWARD: The County reserves the right to withdraw the RFP, to award to one Proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities if it is in the County's interest. The Proposers to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. All proposals will be presented as a discount off identified list. Purchases resulting from the award of this proposal are contingent upon the availability of funds. Receipt of the Proposer's proposal by the County does not constitute a binding contract. Issuance of the Master Agreement will govern the terms of future orders by the County and other Participating Public Agencies, but does not constitute an order. The County is not liable for performance costs until the successful Proposer has been given a fully executed purchase order.

9) **HOLDING OF PROPOSALS:** Offeror may withdraw the Proposal at any time prior to the time specified as the closing time for the receipt of proposals. However, no Offeror shall withdraw or cancel the Proposal for a period of one hundred twenty (120) calendar days after said closing time for the receipt of proposals. Unauthorized withdrawal may result in the withdrawing Offeror paying the sum of $1,000.00 as liquidated damages for the County's cost of review to date or loss in re-solicitation.

10) **REJECTION:** The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Procurement Official or designee that the best interest of the County will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer has committed a violation of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Official has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **LAW GOVERNING:** The RFP and resulting contract shall be governed by the laws of Illinois. Proposer agrees to comply with all applicable State and Federal laws.

13) **NO PROPOSAL RESPONSE:** Businesses who receive this RFP but who do not submit a proposal are requested to return a notice stating the reason(s) for not responding. This will insure that they remain eligible for future solicitations and will assist the County in assessing the fairness of the proposal process.

14) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

A. Evidence of collusion among Proposers.
B. Lack of competency as revealed by either financial, experience, or equipment statements.
C. Lack of responsibility as shown by past work.
D. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

20) **DISCUSSIONS:** Discussions may be conducted with responsible Proposers, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Proposers who submit Proposals determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of Proposals. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change and all registered Proposers will be notified of the change. The Proposer shall reduce any substantial oral clarification of its Proposal to writing.

21) **PROPOSER RESPONSIBILITIES:** The Proposer must be capable, either as a firm or a team, of providing all services as described under SECTION 6 – SPECIFICATIONS AND SCOPE OF WORK and to maintain those capabilities until notification of the fact that their proposal was unsuccessful. Exclusion of any service for this proposal may serve as cause for rejection. The selected Proposer must remain capable of providing all services as described under SECTION 6 – SPECIFICATIONS AND SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Proposer will be responsible for all Services in this proposal whether they are provided or performed by the Successful Proposers or their Subcontractor(s). Further, the County will consider the Successful Proposers to be the sole point of contact with regard to contractual matters. The Successful Proposers must identify all Subcontractors and the Services they provide. The Successful Proposers are responsible for all payments and liabilities of all Subcontractor(s).

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Proposer shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Proposer may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the proposal or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

22) **DISCLOSURE OF CONTENTS:** All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the proposal becomes the property of the County and may be returned only at the County's option.

Proposers must make no other distribution of their proposals other than authorized by this RFP. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer's personnel shall be subject to disqualification.

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.

SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO REQUEST FOR PROPOSALS:** If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum.

   Addendum information is available over the Internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

   Illinois law requires that changes in excess of $10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

4) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County's issuance of a purchase order against the Master Agreement or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

5) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

6) **CONTRACTOR PERFORMANCE:** The Instructions, General Conditions, Special Conditions, Specifications and Scope of Work, and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

7) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

8) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

9) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. destination. The total price quoted by the Proposer must be the total cost delivered to the location(s) stated. Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

10) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

11) **INDEMNITY:** The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

12) **LAW GOVERNING:** The RFP and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

13) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

14) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

15) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1.

16) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

17) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

18) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

19) **PERFORMANCE AND PAYMENT BONDS:** The awarded Contractor shall, within ten (10) working days of issuance of a purchase order, where applicable, provide a Performance and Payment Bond a.) in the interest of the County of DuPage in the amount of one hundred percent (100%) of the contract amount to insure a timely and acceptable completion of this agreement and to insure payment for all materials, supplies and equipment charge and to insure compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). No work shall be started until receipt of a performance and payment bond.

20) **PREVAILING WAGE:** This contract may call for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

Not less than the prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at www.dupageco.org/purchasing or you may use your own format containing the same information with pre-approval by the Purchasing Officer (submit sample with bid).

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

21) **PREVAILING WAGE PRICE ADJUSTMENT:** The contractor is required to pay the current prevailing wage, which may be adjusted during the term of the contract or renewal, with no adjustment in the contract price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the bid may be adjusted to the then-current prevailing wage, and such adjustment shall govern the contract price during the renewal period. No adjustment will be made to the amount of mark-up.

Du Page County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	NE	ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	E	ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780

MATERIAL TESTER I		ALL	29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL	34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL	44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
OPERATING ENGINEER		BLD 1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT	36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER E		ALL	45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
ORNAMNTL IRON WORKER W		ALL	45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
PAINTER		ALL	41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS		BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL	44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
PIPEFITTER		BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD	41.250	43.760	1.5	1.5	2.0	9.700	13.08	0.000	0.980
PLUMBER		BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD	41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD	44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820
SPRINKLER FITTER		BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	E	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STEEL ERECTOR	W	ALL	45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
STONE MASON		BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
~~SURVEY WORKER~~ -> NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON		BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON		BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR		HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER		ALL 1	35.920	36.120	1.5	1.5	2.0	8.280	8.760	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	42.620	43.620	1.5	1.5	2.0	10.05	13.34	0.000	0.670

Legend:
M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations of trade names may be viewed at http://www.state.il.us/agency/idol/rates/rates.htm

22) **PROTEST: No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.**

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and

address of the protestor, the RFP number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final.

Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

23) **TAX: The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.**

24) **TERMINATION, CANCELLATION AND DAMAGES:** If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

25) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.

26) **VENUE:** By submitting a response, proposer agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

SECTION 4 - SPECIAL CONDITIONS

1) **DAVIS BACON ACT REQUIREMENTS:**

A. Definitions. For purposes of this Clause, Contract Work Hours and Safety Standards Act, and the Recipient Functions clause, the following definitions are applicable:

(1) Award means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

(2) "Construction, alteration or repair" means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation –

(a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
(b) Painting and decorating; or
(c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.

(3) Contract means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.

(4) Contracting Officer means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) Contractor means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.

(6) Recipient means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(7) "Site of the work"--

(a) Means--
(i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and
(ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;
(b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-
(i) They are dedicated exclusively, or nearly so, to performance of the project; and
(ii) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and
(c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of

this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

(8) Subaward means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier sub recipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) Subrecipient means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Sub- award under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) Applicable to Recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l (b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer. of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly

rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour

Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.

(b) The Recipient is responsible for the ensuing that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors; including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and Current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation, or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

(ii) That each laborer or mechani$_c$ (including each helper, .apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits 0r cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, .or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting .Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such Violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor

F. Apprentices and Trainees

(1) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed –

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(b) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(c) The allowable ratio of apprentices to journeymen On the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(d) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(e) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(f) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. .

(g) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

(1) The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts.

(3) The SF 1413 is available from the Contracting Officer or at http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf. Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower-tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower-tier subcontracts. SF 1413 is available from the Contracting Officer or at http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf. The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413

I. Contract Termination - Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR: 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts Contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility.

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm; is a person; entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. M. Approval of Wage Rates. All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

M. Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of $100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in Violation of the provision set forth in CWSSHA paragraph A, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

(3) Withholding for unpaid wages and liquidated damages.

(a) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the Same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause. (2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

(4) Subcontracts. The Subrecipient shall insert in a Contract .and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower-tier subcontractors).

(5) The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Davis- Bacon Act Requirements clause, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in, Davis Bacon Requirements clause.

N. RECIPIENT FUNCTIONS

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;

(d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward Complaints, Summary of investigations and all relevant information to DOE;.
(e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
(f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
(g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
(h) Provide copies of all records upon request by DOE or DOL in a timely manner.

(2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.

(3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such record$_s$ to DOE within 5 business days of receipt of a request from DOE.

2) **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor.

3) **PRICING:** Pricing will be discount off of manufacturer's identified price list. New price lists may be submitted for approval annually upon thirty (30) days written notice along with corresponding support documentation.

4) **WORKING WITHIN SECURED AREAS:** A portion of the work may be performed within secured areas.

Security

Service Company shall, one (1) week prior to starting work, supply the completed Criminal History and Background information forms (sample attached) for all their employees and subcontractor employees who may be working at the jobsite, to Debra Thompson at dthompson@dupageco.org for advance security reasons.

Service Company will be required to perform all work in keeping with County security procedures while on the Facilities' grounds and shall be responsible for all personnel (including subcontractors) employed by their firm to ensure that Facilities' dress codes and overall policies are followed.

Notice Warning

Any person who takes into, or out of, or attempts to take into, or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions thereof. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

A person, not otherwise authorized by law, commits promoting contraband:

By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

By knowingly conveying contraband to any persons confined in a correctional facility; or

By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

The Contractor will provide the County with a complete list of all persons duly authorized to work on this project. Only those persons will be allowed to work within secured areas. All Contractors' personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition and other similar items into any areas of work. County's security personnel may conduct searches of Contractor's personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by Contractor's personnel is restricted. Such use must be approved on a case-by-case basis.

The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this Article.

Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without County's escort. Work within these areas may be restricted to spaces that can be observed by the County's escort.

All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

A designated area outside of the secured area will be arranged for parking of personal vehicles. Delivery trucks will be admitted to receiving areas only by the request of the Contractor, and may be under the supervision of County's security personnel. Immediately load or unload trucks and remove from secured areas.

Workers shall not talk to, signal, whistle, or in any way attract the attention of any inmate, and shall restrict their movements to the project area. Nothing shall be taken from or given to an inmate. Inmates

are not to help workmen in any way. Workers shall promptly notify their supervisor or County's security personnel of all unusual happenings pertaining to the inmates.

Within secured areas, the County will designate washing and toilet facilities for Contractor’s use.

SECTION 5 - INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. **Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing the County of DuPage thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	$1,000,000
B. Each Employee-disease	$1,000,000
C. Policy Aggregate-disease	$1,000,000
3. **Commercial General Liability****	
A. Per Occurrence	$2,000,000
B. General Aggregate	
1. General Aggregate- Per project	$2,000,000
2. General Aggregate - Products/	
Completed Operations	$2,000,000
4. Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
5. Fire Legal Liability (any one fire)	$100,000
6. Medical Expense (any one person)	$10,000
7. **Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	$2,000,000 $2,000,000
8. **Business Auto Liability****	$1,000,000

** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance
**** Garage Liability (combines standard GL & Auto Liability

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

NOTE: A) It is the responsibility of Contractor to provide a copy of this BID to their insurance carrier.
B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division
Debra Thompson, CPPB, Buyer
421 North County Farm Road
Wheaton, IL 60187-3978
TX: (630) 407-6184
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:
The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

INSURANCE RATING:
All of the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:
The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:
Within 60 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:
The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney.

RIGHTS RETAINED:
Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

SECTION 6 - SPECIFICATIONS AND SCOPE OF WORK

INTRODUCTION: The County of DuPage, Illinois, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The County of DuPage is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Novation, to leverage over $53 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A).

The County of DuPage anticipates spending approximately $75,000 over the full potential Master Agreement term for office furniture. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of office furniture purchased under the Master Agreement through National IPA is approximately $75 million. This projection is based on the current annual volumes among the County of DuPage, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

1) OBJECTIVES: This RFP is has the intent of achieving the following objectives:

A. Provide a comprehensive solicited and awarded Master Agreement offering terms for the sale and delivery of products and services nationally to Participating Public Agencies ;

B. Establish a channel partnership to offer this Master Agreement as the supplier(s) primary offer to Participating Public Agencies nationally;

C. Achieve cost savings for suppliers and Participating Public Agencies through a single Master Agreement, eliminating the need for duplication of process.

D. Aggregate volume of Public Agencies nationally to achieve best value and increase market share for awarded supplier(s).

1) MINIMUM QUALIFICATIONS: Proposers (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

- Have a strong national presence in industry.
- Have a distribution model capable of delivering products and services nationwide.
- Have a demonstrated sales presence.
- Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

- Be able to provide a full range of products, supplies and services to meet the demands of the County and all Public Agencies that opt to participate in the cooperative purchasing program through National IPA.

2) **TERM OF CONTRACT:** The awarded contract will be for the three (3) year period beginning April 1, 2014 through March 31, 2017, with two (2) optional one-year renewal period provided there is no change in the terms, conditions, specifications, and provided that such renewals are mutually agreed to by both parties. **In no event shall the term plus renewals exceed five (5) years.**

3) **AWARD BASIS:** The resulting award made by Principal Procurement Agency will be the basis of an award on a national level through National IPA. If multiple Supplier(s) are awarded by Principal Procurement Agency under the Master Agreement, those same supplier(s) will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency.

4) **GENERAL DEFINITION /OF PRODUCTS:**

A. **Systems Furniture** - The complete catalog of all systems furniture, and accessories available;

B. **Freestanding Furniture** -The complete catalog of all case goods, furniture and accessories available;

C. **Seating** - The complete catalog of chairs and other seating available;

D. **Filing Systems, Storage Systems and Equipment** - The complete catalog of filing systems, storage systems, freestanding file cabinets, high density filing systems and cabinets, equipment and accessories;

E. **Interior Solutions–** The complete catalog of available interior solutions. Interior solutions may include wall systems, case work lines, custom designed solutions, pre-engineered and pre-fabricated interior solutions, other products and services not specifically named in the above categories that complement the products and services and provide customers with a complete interior solution.

F. **Green or Sustainable Furniture Products –** The complete catalog promoting the recycling or remanufacturing of existing furniture and/or reclaimed materials;

G. **Refurbishing Products and Services** – The complete catalog of refurbished products and refurbishing services offered;

H. **Related Products and Support Services**- Related office interior products, including signage and design, installation, modular furniture reconfiguration and other services that provide customer support.

5) **SERVICE LEVELS:** Service levels for the Master Agreement must include at minimum the following:

A. Loading Dock:

B. Standard Installation services shall be based on the following assumptions; additional charges may be incurred for services outside those stated below:

(1) Performed during normal business hours 7:00 am to 5:00 pm, Monday through Friday, no holidays.

(2) Non-Union Labor (but see Prevailing Wage and Bacon-Davis sections)

(3) Free and clear access to the docks and elevators

(4) Job site to be free and clear of other trades

(5) Reasonable access to the space.

C. Standard Installation services shall include the following:

(1) Delivered to a designated area or room within the Participating Public Agency

(2) Uncrating all products

(3) Assembly if required

(4) Installation if required

(5) Removal of debris

(6) Wipe down of surfaces

(7) Completion of punch list

(8) Dedicated project coordinator

(9) Product orientation and new user training

D. Supplemental Services: Please detail the supplemental services the Supplier will provide through this contract to include but not limited to:

(1) Project Management Services

(2) Design Service (basic design to be included in standard installation)

(3) Reconfiguration Services

(4) Strategic Planning Services

(5) Occupancy Planning Services

(6) Build out Project Management Services

6) WARRANTIES: All products must have at minimum manufacturer warranty period from date of delivery or installation date, if installed, to include parts, labor and all return delivery cost.

7) DELIVERIES: Deliveries will be made to DuPage County typically between the hours of 8:30 am and 4:00 pm on regular business days unless other arrangements are made, other Participating Public Agencies may have different hours but will be in the range of 7:00 am to 5:00 pm, Monday through Friday. Delivery locations will be stated on each purchase order issued.

The supplier(s) will authorize immediate replacement of any product that has been damaged in transit.

Supplier(s) understand that they are required to adhere to the delivery time they indicate for products.

8) SUBMISSION REQUIREMENTS:

(a) One ORIGINAL, one (1) hardcopy in a 3-ring binder) and four (4) electronic (CD) copies. Submit four (4) electronic copies of the proposal in a Microsoft Office compatible or PDF format on four (4) separate compact disks or flash drives. Limit the number of electronic files to one complete (PDF) when returning the information. The County's preference is to have the information in one file. Segregating each form into a new file is not preferred. *The format and content of the electronic copy should be equivalent to the original hard copy proposal.*

A. The RFP forms must be completed legibly and in their entirety; and all required supplemental forms including National IPA Exhibits A-D. Response must be signed.

B. Information must be furnished and presented in an organized, comprehensive and easy to follow manner. Suppliers are cautioned that organization of their response, as well as thoroughness is critical to the evaluation process.

C. It is the Supplier's responsibility to clearly identify and to describe the products and/or services being offered.

D. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired.

SECTION 7 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1) **EVALUATION:** All proposals received will be evaluated by an Evaluation Committee comprising of County representatives and National IPA representatives in a consultant only role. The following factors, listed in relative order of importance, will be considered in making the selection:

A. **Method of Approach**

B. **Price Proposal**

C. **Qualifications and Experience**

Minimum Requirements Specific to Evaluation Criteria:

A. **Method of Approach**

1. General Requirements

a. Provide a detailed written response illustrating how your offer will meet the General Requirements of this solicitation for the County of DuPage and the national program.

b. Submit any and all information that will aid the County in evaluating your proposal.

2. Provide a response to the national program.

a. Include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

b. The successful offeror will be required to sign Attachment A, Exhibit B, National IPA Administration Agreement The Agreement shall be signed no later than issuance of the County of DuPage's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

3. Product Requirements

a. Provide a detailed written response describing the products offered. Offerors shall provide the proposed product lines. Offerors shall identify and describe their categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of product categories offered
2. Identification and description of sub categories
3. Identification and description of manufacturers within each sub category

b. What is the total number of products offered in your catalog? Are all catalog products available to participating public agencies nationwide?

c. How are "green and/or sustainable" products identified in your catalog?

d. What additional products and services do you offer to provide a complete interior solution to customers? In your response, include how these additional products and services will be priced.

e. Submit any information that will aid the County in evaluating your proposal.

4. Service Requirements

a. Provide a detailed written response describing Services offered. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

i. Policies and programs detailing your efforts in these areas.
ii. Literature explaining your capabilities.
iii. End of life management or life cycle assessment

b. What is the standard warranty for your product and installation?
c. Submit any information that will aid the County in evaluating your proposal.

B. **Price Proposal:**

1. The County will assess net pricing of products based on the discounts proposed and the list price offered. Based on the evaluation of net pricing, the County will determine pricing most advantageous to the County.

a) Provide pricing using a discount off identified manufacturer's price list for each category of products.

b) Provide the reference to the standard index or other objective criteria used to determine pricing of each product category and how this is the most advantageous to County of DuPage and Participating Public Agencies nationwide

c) Propose a plan to adjust pricing as market conditions change.

d) Detail any additional pricing incentives such as for large orders.

e) State any return and restocking policy, and any fees, if applicable, associated with returns

f) Are purchasing cards or credit card accepted for payment? Describe any convenience fees imposed.

g) Complete the Pricing Workbook Exhibit J which includes the following:

2. Product Categories

a. Discounts in provided tier structure, by order size and service levels; loading dock, inside delivery, and installed

b. Provide installation schedule by region, or other categorization. Indicate a maximum percent of total as a cap on installation costs.

c. Provide any additional charges that may be applicable, to include but not limited to union or prevailing wage installation, special restriction, deliveries outside of an identified radius of a servicing dealer.

d. State any prompt payment terms available.

e. Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lessor period. Contractor may offer Participating Agencies competitive pricing which is lower that the not-to-exceed price set forth therein at any time during the Contract term and such lower pricing shall be applied as a global price reduction under the Contract.

C. **Qualifications & Experience**

1. Provide a brief history and description of your company.

2. Provide the total number and location of sales persons employed by your firm.

3. Number and location of support centers (if applicable)

4. Describe the qualifications of your sales personnel and technicians.

5. Provide a listing of key personnel who may be assigned to the County's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

6. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

7. Please submit any additional information that you feel is applicable to your qualifications and experience.

2) **SHORTLISTING:** The County may shortlist the Proposers based upon responses to the above items. If necessary, the County will conduct interviews/demonstrations. The County will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluation committee and to clarify their proposals through exhibition and discussion. The County will not reimburse oral presentation costs of any Proposer.

3) **INTERVIEWS/DEMONSTRATIONS:** The County reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the County may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the Offeror for the costs associated with the interview and/or demonstration process.

4) **ADDITIONAL INVESTIGATIONS:** The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any proposer submitting a proposal.

5) **PRIOR EXPERIENCE:** Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

6) **EVALUATION OF PROPOSALS:** Please be aware that your company's responses to this solicitation will be evaluated at the sole discretion of County of DuPage; in consultation with National IPA representatives and that no express or implied guarantee is made that your company will be asked to participate beyond this solicitation. Responses will be analyzed as quickly as possible. The County of DuPage reserves the right to refuse any and all responses.

To ensure equal treatment of all participating vendors, Debra J. Thompson, CPPB, Buyer, shall be sole designated representative for this solicitation. Proposers are expected to utilize this representative for ALL information regarding this solicitation. Proposers who contact any other team member regarding the subject of this solicitation are subject to disqualification from participation.

SECTION 8 - REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

1) **Proposal Form**
2) **Price Workbook**
3) **Background Investigation (for work performed in secure areas at the County of DuPage)**
4) **Vendor Ethics Disclosure Form**
5) **W9**
6) **References**
7) **National IPA Attachments**

PROPOSAL P15-150-DT
PROPOSAL FORM
SYSTEMS FURNITURE, FREE STANDING FURNITURE, SEATING, FILING EQUIPMENT, INTERIOR FURNITURE RELATED PRODUCTS AND SUPPORT SERVICES

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Proposer	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Proposal Contact Person	
Email Address	

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- ❑ the Owner/Sole Proprietor
- ❑ a Member of the Partnership
- ❑ an Officer of the Corporation
- ❑ a Member of the Joint Venture

herein after called the Proposer and that the all of the Partners of the Partnership, Officers of the Corporation or Member of the Limited Liability are as follows:

_____ (President, CEO, Partner or Member)

_____ (Vice-President, Partner or Member)

_____ (Secretary, Partner or Member)

_____ (Treasurer, Partner or Member)

(If additional Officers, Partners, or Members, list on an attached sheet.)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate.

Further, the undersigned certifies that the Proposer is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Proposer may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the Proposer certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Proposer, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

No Proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

_____ Name: _____

Company Name

_____ Title: _____

Address

_____ Phone: _____

City State Zip

_____ Fax: _____

Signature of Person Authorized to Sign

_____ Email:_____

Printed Name

_____

Title

_____

Federal Tax ID

Acknowledged before me by _____ (name) as _____(title)

of _____(company) this ____ (day) of _____, 201__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

EXAMPLE

SECTION 9 - PRICE LISTS

See Excel Workbook file – pricing should be returned in Excel and printed and inserted in this section.

EXAMPLE

Products	Discounts are from List Price. Tiers are based on List Product Value of each order Discounts for orders over $500,000 are negotiable *Suppliers may add rows for additional product categories not specifically identified					
	$1-$99,999		$100,000-$249,999		$250,000-$499,999	
	Loading Dock	Installed	Loading Dock	Installed	Loading Dock	Installed
Seating						
Seating/Tables						
Desking						
Powered Tables						
Multi-Purpose Tables						
Folding Tables						
Filing/Storage						
Resident Hall Furniture						
Systems						
Interior Solutions						
Moveable Wall Systems						
Green or Sustainable Furniture Products						
Refurbished Products & Services						

Installation & Delivery Service: The Service option discounts include "standard" services only, subject to conditions listed below. The discounts are "not to exceed" percentages that may be lower as quoted by the servicing dealer dependent upon specific project conditions. Additonal

Standard Services are Subject to the Following Conditions:

1. Installation will be performed during normal weekday hours
2. Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation pr
3. Service work shall not be hindered by other trades
4. Electric, heat and elevator service will be furnished without charge
5. The immediate area shall be complete and free of debris including carpet/flooring installation before delieve
6. Any work requiring a licensed electrician is the responsibilty of the agency

Additonal Charges May Apply for

*If there are other conditions that would cause additional charges to be applied please list and define how these will be charged for. Service percentages should be expressed as an additional percent of the total product list value

Service	Percent or Per Labor Hour Additional Charge
Inside Delivery-Upper Levels Non-Seating	
Inside Delivery-Upper Levels Seating	
Union & Prevailing Wage Non Seating	
Union & Prevailing Wage Seating	
Major Metro Market and Upper Floor Installation	
Installation outside of a ___mile range of a the servicing dealer	

Supplemental Services

*If there are other supplemental services that the propser may want to offer, please list and detail the charge per labor hour for the service.

Service	Per Labor Hour Charge
Project Management Services	
Furniture Project Management	
Furniture Project Coordination	
Reconfiguration Services	
Design (outside of standard services)	
Strategic Planning Services	
Occupancy Planning Services	
Occupancy Planner	
CAD Drafter	
Build Out Project Management Services	
Fixtures, Furniture and Equipment Management Services	
Fixtures, Furniture and Equipment Storage Services	

JOHN E. ZARUBA
SHERIFF

501 N. County Farm Road
Wheaton, Illinois 60187
(630) 407-2000
FAX (630) 407-2013
www.co.dupage.il.us/sheriff

Civil Division **(630) 407-2060**
Corrections **(630) 407-2255**
Crime Laboratory **(630) 407-2100**
Detective Division **(630) 407-2323**
Radio Room **(630) 407-2400**
Records Division **(630) 407-2270**
Warrants Division **(630) 407-2290**

OFFICE OF THE SHERIFF
COUNTY OF DUPAGE

APPROVAL FOR BACKGROUND INVESTIGATION, CRIMINAL HISTORY AND DRIVERS LICENSE CHECK

As an employee for a company under contract with DuPage County, I realize that a background investigation, criminal history, and driver's license check will be done before I can work in the DuPage County Jail. I hereby authorize the DuPage County Sheriff's Office to search any law enforcement database to conduct it.

List ALL names you have ever used:

Name:_____
(PRINT) LAST, FIRST MIDDLE

Name:_____
(PRINT) LAST, FIRST MIDDLE

Name:_____
(PRINT) LAST, FIRST MIDDLE

Address:_____Apt.:_____

City:_____ State:_____Zip:_____

Date of Birth:_____/_____/_____ Soc. Sec. #_____-_____-_____

Drivers License Number:_____

Sex:_____ Race:_____

Vendor:_____

Signature:_____

Date:_____

Witness:_____

VENDOR ETHICS DISCLOSURE

On January 12, 2010, the DuPage County Board adopted amendments to Ordinance OFI-003B-04, the DuPage County Ethics Ordinance.

Section 2-417 "Contractor Disclosure", requires that certain information be provided by vendors who contract with or are seeking to contract with the County to provide goods or services.

All requisitions and change orders require that the vendor provide the most current information as detailed on the "Vendor Ethics Disclosure Statement" form.

The Vendor Ethics Disclosure Statement and instructions can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

Continuing Disclosure: It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

Failure to Comply: Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

Contribution: A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Gift: Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

Multi-year contracts: Those contracts with duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

Prohibited Source: Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.

EXAMPLE

Required Vendor Ethics Disclosure Statement

Company Name:			
Company Contact:		Contact Phone:	
Bid/Contract/ PO:			

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:
If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Attach additional sheets if necessary. Sign each added sheet and number each page __ (#) of __ (total pages).

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature _____

Printed Name _____

Title _____

Date _____

Page 1 of _____ *Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.*

EXAMPLE

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ – ___ – ____

or

Employer identification number
__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

Please submit completed W-9 form with your bid proposal

REFERENCES

The bidder must list references for the last three (3) completed projects, listing company name, address, contact person, telephone number and date of completion. Additional references may be required. If bidder is a new business, provide references that will enable the County to determine if bidder is responsible.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
DATE OF COMPLETION:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
DATE OF COMPLETION:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
DATE OF COMPLETION:	

STATE THE NUMBER OF YEARS IN BUSINESS:	
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	

EXAMPLE

ATTACHMENT A

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

EXAMPLE

1.0 Scope of National Cooperative Contract

1.1 Requirement

The County of DuPage, Illinois (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for systems furniture, free-standing furniture, seating, filing systems/equipment, interior solutions, and related product and support services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, email, presentations)
B. Website support
C. Trade shows/conferences/meetings
D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $75 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public

Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP

response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications within first 10 days
   ii. Announcement, contract details and contact information published on the company website within first 30 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
   viii. Dedicated National IPA internet web-based homepage with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by

National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts
H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

   $_____.00 in year one
   $_____.00 in year two
   $_____.00 in year three

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that enter into (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

EXAMPLE

days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports

EXAMPLE

submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
725 Cool Springs Blvd
Suite 100
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

EXAMPLE

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	Ward H. Brown
Name	Name
_____	Chief Operating Officer
Title	Title
_____	_____
Date	Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate with National Intergovernmental Purchasing Alliance Company ("National IPA") ("Principal Procurement Agencies") to be appended and made a part hereof and such other public agencies who register to participate in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement with National IPA ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers (each a "Supplier") have entered into Master Supplier Agreements to provide a variety of goods, products and services (herein "Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Supplier Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.

3. That the cooperative use of solicitations obtained by the parties to this Agreement shall be in accordance with the terms and conditions of the Master Supplier Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of Products by the Participating Public Agencies.

5. That the Participating Public Agencies that procure Products through any Master Supplier Agreement (each a, "Procuring Party") will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the Master Supplier Agreement. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such

EXAMPLE

Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase.

6. The Procuring Party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The Procuring Party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA") pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

National IPA Contract Sales Monthly Report

Supplier Name:
Contract Sales Report Month:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
				Report Totals			
				Cumulative Contract Sales			

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and http://www.usa.gov/Agencies/Local.shtml

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR

CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR

EXAMPLE

YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO

EXAMPLE

MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS

EXAMPLE

OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY

EXAMPLE

LATE PROPOSALS CANNOT BE ACCEPTED!

SEALED PROPOSAL	
INVITATION #:	**P15-150-DT**
OPENING DATE:	**10/14/15**
OPENING TIME:	**2:00 P.M.**
DESCRIPTION:	**MASTER AGREEMENT TO PROVIDE SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES**
DATED MATERIAL-DELIVER IMMEDIATELY	

PLEASE CUT OUT AND AFFIX THIS PROPOSAL LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

LATE PROPOSALS CANNOT BE ACCEPTED!

DuPAGE COUNTY PROCUREMENT SERVICES
BID #15-112-DT ADDENDUM #1
DATE: 10/06/15
PHONE: (630) 407-6200 *FAX: (630) 407-6201*

EMAIL TRANSMITTAL

ADDENDUM #1 - BID #15-150-DT

MASTER AGREEMENT TO PROVIDE
SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING
SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICE

To All Prospective Bidders:

This Addendum #1 consists of the following documents which describe changes, modifications, and information for the above captioned proposal.

Remove:
Page 2 Project Information

Add:
Revised **Page 2 Project Information***

The Proposal Opening Date will be extended to ***10/28/15 Opening Time 2:00 p.m.*** in Procurement Services, Room 3-400. Please attach the new bid label when submitting your bid.

SEALED REQUEST FOR BID

INVITATION #: **15-150-DT**

OPENING DATE: **10/28/15**

OPENING TIME: **2:00 P.M.**

DESCRIPTION: **MASTER AGREEMENT TO PROVIDE SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES**

DATED MATERIAL-DELIVER IMMEDIATELY

Please be sure to acknowledge receipt of this addendum on page 33 (Proposal Form) of the Request For Proposal document.

Thank you for your attention in this matter.
Sincerely,
Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer

REVISED PROJECT INFORMATION
BID 15-150-DT

SECTION 1 - PROJECT INFORMATION

PROJECT NAME:	SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES
FOR:	County of DuPage, IL is acting as a Principal Procurement Agency, on behalf of itself and the National Intergovernmental Purchasing Alliance Company (National IPA), to create a nationwide cooperative contract for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment, Interior Solutions and Related Product and Support Services that will be available and marketed by National IPA and the selected supplier to Public Agencies nationwide.

SCHEDULE OF EVENTS

EVENT:	LOCATION:	DATE:	TIME:
Request For Proposals Posted	www.DemandStar.com	09/11/2015	
Advertisement	Daily Herald	09/11/2015	
Pre-Proposal Conference	DuPage County Administration Center 421 North County Farm Road, Room 1-500B Wheaton, IL 60187	09/29/2015	11:00 a.m.
Deadline for Inquiries to Substitutions, Exceptions and Questions to Bid Language and Specifications.	Must be submitted in writing to: dthompson@dupageco.org	10/05/2015	3:00 p.m.
Response to Inquiries	Via E-Mail	10/13/2015	3:00 p.m.
Proposals Due	Procurement Services, Room 3-400	10/28/2015	2:00 p.m.
Evaluation of Proposals	Proposal Evaluation Committee		
Parent Committee Approval	DuPage County Finance Committee	12/08/2015	
County Board Approval	County Board Room	12/08/2015	
National IPA & Awarded Suppliers meet regarding contract implementation	To be scheduled by National IPA	TBD	
Anticipated Contract Start Date	Nationwide	04/01/2016	

√	SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL PROPOSAL
	1 HARDCOPY (IN 3-RING BINDER)
	FOUR (4) ELECTRONIC (CD) COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL FORM
	PUBLISHED PRICE LISTS CORRESPONDING WITH DISCOUNTS OFFERED

DuPAGE COUNTY PROCUREMENT SERVICES
BID #15-150-DT ADDENDUM #2
DATE: 10/16/15
PHONE: (630) 407-6200 *FAX: (630) 407-6201*

EMAIL TRANSMITTAL

ADDENDUM #2 - BID #15-150-DT

MASTER AGREEMENT TO PROVIDE SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICE

To All Prospective Bidders:

This Addendum #2 consists of the following document which describes changes, modifications, and information for the above captioned proposal.

The Proposal Opening Date will be extended to ***11/04/15 Opening Time 2:00 p.m.*** in Procurement Services, Room 3-400. Please attach the new bid label when submitting your bid.

SEALED REQUEST FOR BID

INVITATION #: **15-150-DT**

OPENING DATE: **11/04/15**

OPENING TIME: **2:00 P.M.**

DESCRIPTION: **MASTER AGREEMENT TO PROVIDE SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES**

DATED MATERIAL-DELIVER IMMEDIATELY

Please be sure to acknowledge receipt of this addendum on page 33 (Proposal Form) of the Request For Proposal document.

Thank you for your attention in this matter.

Sincerely,
Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer

DuPAGE COUNTY PROCUREMENT SERVICES
BID #15-150-DT ADDENDUM #3
DATE: 10/20/15
PHONE: (630) 407-6200 *FAX: (630) 407-6201*

EMAIL TRANSMITTAL

ADDENDUM #3 - BID #15-150-DT

MASTER AGREEMENT TO PROVIDE
SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING
SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICE

To All Prospective Bidders:
This Addendum #2 consists of the following documents which describe clarification for the above captioned proposal.

1. Page 1of 42 - TO ALL PROSPECTIVE PROPOSERS noted clarification. Does the reference to "shipped F.0.B.delivered" refer to who is liable for the shipment until it reaches the installation site? We agree to shipment liability until it reaches the customer installation site. The NI PA member will be invoiced for freight / dock delivery.
   Answer: Yes, Supplier will be responsible for risk of damage or loss of goods until received by the Participating Agency.

2. Page 7 of 42, Paragraph 9 - F.O.B. Due to the complexity, size, and shipping requirements of our products and the inability to include a single freight charge that will cover the Continental United States, we request the authorization to quote a product discount plus a freight/ dock delivery charge plus installation. The member will be invoiced for product less the contract discount plus freight / delivery charge plus installation.
   Answer: This is acceptable.

3. Page 11 of 42, Paragraph 24 - TERMINATION, CANCELLATION AND DAMAGES. The first paragraph reads: "If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract."

- The RFP and supplemental terms and conditions do not include definitions for breach or default.
- The RFP and supplemental terms and conditions do not include provisions for how such claims can be cured by the Contractor/ Awardee.
- As a result, we cannot agree to undefined and potentially very significant financial implications.
- We request the deletion of the first paragraph in its entirety.

Answer: Not Acceptable. This applies to the County of DuPage only. Other Participating Agencies may have similar requirements that the awarded supplier will have a chance to review and agree to.

4. Page 11 of 42, Paragraph 24 - TERMINATION, CANCELLATION AND DAMAGES. The second paragraph reads: "If the County of Du Page fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior to written notice of termination."

- Our products are custom, manufactured to order dependent on (i) the end customer's application needs, (ii) the physical aspects of the installation site (such as, ceiling height, in-room obstructions such as support columns or beams, etc.), (iii) the end customer's final sign-off on the drawings and issuance of a purchase order.
- For the above reason, once production has begun orders cannot be cancelled.
- We require a 60 days notice for the end customer to cancel their purchase order - this will provide sufficient time to stop the order from being scheduled for production.

  Answer: This is correct for potential orders for the next fiscal year; not orders already placed.

5. Page 12 of 42, Section 4 - SPECIAL CONDITIONS contains references to the Department of Energy (DOE), DOE official, DOE Contracting Officer, Page 15 Paragraph D(2) includes requirement s to submit payroll documentation to the DOE Contracting Officer, etc.

- We request an explanation of the role of DOE in the resultant N IPA contract.
- Without explanation, the opportunity to review, and acceptance, we request deletion of Section 4 in its entirety.

  Answer: SECTION 4 – SPECIAL CONDITIONS, 1) DAVIS BACON REQUIREMENTS, PAGES 12-21 ENDING WITH: (3) IN THE EVENT….DOE WITHIN 5 BUSINESS DAYS OF RECEIPT OF A REQUEST FROM DOE; PLEASE DELETE.

6. Page 22 of 42 - WORKING WITH SECURED AREAS. Provide clarity regarding the inclusion of Page 22 and 23 for a resultant N IPA contract since the County of DuPage is acting as a Principal Procurement Agency. Performance will be outside of DuPage County's geographical region.

- Without explanation, the opportunity to review, and acceptance, we request deletion of this section in its entirety.

  Answer: This applies to the County of DuPage only. Other Participating Agencies may have similar requirements that the awarded supplier will have a chance to review and agree to.

7. Page 26 of 42 - Section 6 - SPECIFICATIONS AND SCOPE OF WORK

- Third paragraph, first sentence: Verify that the $75,000 reference should be $75 million.

  Answer: The County of DuPage anticipates spending $75,000 over the full potential Master Agreement term of office furniture. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of office furniture purchased under the Master Agreement through National IPA is approximately $75 million.

- Paragraph 1) OBJECTIVES, Paragraph 8: "Establish a channel partnership to offer this Master Agreement as the supplier(s) primary offer to Participating Public Agencies nationally;"
  - We have numerous contracts with varying types of entities; therefore, we request the following be added to this Paragraph: "Contractor will present

the NI PA contract as the primary purchasing tool when informed by a Participating Public Agencies that they are a NI PA Member."

Answer: Submit proposed language changes as part of the response to the National IPA Exhibit A.

8. Page 27 of 42, Paragraph 5) SERVICE LEVELS, A) Loading Dock. Please verify that verbiage was not inadvertently excluded from this Paragraph A.
   Answer: Replace with "Loading Dock Delivery." Proposer should define services provided by the Proposer related to loading dock delivery and fees associated with those services.

9. Page 30 of 42, Paragraph B. Price Proposal, 2. Product Categories, subparagraph a. reads "Discounts in provided tier structure, by order size and service levels; loading dock, inside delivery, and installed."

- See #4 above.
- We are requesting authorization to propose a product price based on tiered discounts off list price.
- Our distribution network will quote freight/delivery and installation on a per project basis.

  Answer: Proposers are encouraged to provide a response that provides a simplified pricing solution. Proposers pricing solutions should address discounts offered, freight/delivery options and installation options.

10. Page 30 of 42, Paragraph B. Price Proposal, 2. Product Categories, subparagraph e will restrict us from offering greater member discounting on a unique project that may warrant special pricing.

- We are requesting deletion of the last sentence to provide the option to extend special pricing to a NI PA member in a very unique situation. If this sentence remains, NI PA members will not receive special pricing since we will be unable to offer it on all orders going forward through the contract term.

  Answer: The discounts provided in the Price Book shall establish the manufacturer's minimum discount or not-to-exceed price offered by the Proposer to Participating Agencies. The following language is hereby deleted from this subparagraph "and such lower pricing shall be applied as a global price reduction under the Contract."

11. Page 39 of 65 - Required Vendor Ethics Disclosure Statement

- Do we complete this Disclosure Statement based on activities of our Area Contractor responsible for DuPage County, I L?
  - Our go-to-market business model is a national distribution network of independently owned businesses ("Area Contractors").
  - For this national contract - each of these businesses based on their geographical primary area of responsibility (PAR) will work with the local NI PA member to meet their needs.
  - Area Contractors will quote the member, accept purchase orders, order product from the manufacturer, and the Area Contractor will invoice the member.

  Answer: For the purposes of responding to the RFP, please ensure the entity signing as the Proposer completes a Vendor Ethics Disclosure Statement. Any additional Vendor Ethics Disclosure Statement forms needed due to authorized dealers or area contractors receiving purchase orders from the County of DuPage and collecting payment will be collected

at the time the authorized dealer or area contractor is selected by the County to provide products and services under the contract. This applies to the County only. If Participating Agencies have similar requests, they will work with the awarded supplier to have any similar requirements met.

12. Page 40 of 65 - W-9 Form

- Due to our business model as outlined in #11 above, which entity should be completing the W-9 since each Area Contractor is responsible for invoicing the NI PA member. We/ the Contractor will not be invoicing NI PA members.
  Answer: For the purposes of responding to the RFP, please ensure the entity signing as the Proposer completes a W-9 form. Any additional W-9 forms needed due to authorized dealers or area contractors receiving purchase orders and collecting payment will be collected at the time the authorized dealer or area contractor is selected to provide products and services under the contract.

13. We've spoken of the flexibility both DuPage Procurement and National IPA will be affording Contractors submitting a proposal. In particular, we'd like to submit discount tier structures consistent with our general business practices versus the provided $1 - $99,999; $100,000-$249,999; $250,000-$499,999 > $500,000 negotiable on a per project basis. Is this acceptable?
    Answer: Yes, Proposers should provide pricing tiers that make sense for their particular line of products and services. Pricing tiers differing from what is indicated in the Pricing Book need to be clearly stated in the Proposer's Price Book response.

14. In order to best provide a complete and accurate response, we respectfully request an extension to the proposal due date until October 30, 2015.
    Answer: Opening date has been revised to 2:00pm, (Local Time), Oct. 28, 2015. Addendum #2 extends Opening date to 2:00pm, (Local Time), November 4, 2015.

15. Regarding the General Conditions item 9, "All goods are to be shipped prepaid, F.O.B. destination," we recommend that an exception be made in the case of orders shipping outside the Continental United States. An example would be sales to Alaska, Hawaii and U.S. territories.

    Furniture items tend to be heavy and bulky. F.O.B destination requires pricing that covers this expense. Within the Continental United States this is a manageable situation but outside the Continent, ocean freight can add in excess of 12% of the product cost. To be clear, this 12% is in addition to the cost of freight to the port of embarkation which typically runs 9-14% in the case of Hawaii, (slightly less to Alaska) depending on the weight and cube of the specific products. This problem manifests as a lack of enthusiasm on the part of vendors to market products outside the Continent and/or as higher overall prices.

    The problem could be solved by requiring F.O.B. Destination "in the Continental United States."

    Alternately, ocean freight could possibly be handled as an "Additional Charge" if that would be acceptable to the County.

This would increase discounts overall and/or increase sales outside the Continent.
Answer: Submit any applicable additional charges for shipment outside of the Continental USA in the Proposers Price Book response.

16. Cover page, & Page 8, Section 3, #19: On the Cover page, it says "Bond Required: Yes". On page 8, it says to the "awarded contractor". Please clarify the bond requirement and when it is applicable.
Answer: There is no need to submit bonding with this proposal response. However, when applicable and upon request, contractors shall supply bonding requirements related to a project.

17. Page 27, #2. Term of Contract: This says that the contract will begin April 1, 2014. The bid was put out in 2015. Should this say Begin April 1, 2016 thru March 31, 2019?
Answer: Terms shall be April 1, 2016 thru March 31, 2019 with two (2) optional one-year renewal periods provided there is no change in the terms, conditions, specification, and provided that such renewals are mutually agreed to by both parties.

18. Page 28, #5d – Design: Please clarify what is deemed to be considered "basic design services"?
Answer: Proposers have the ability to detail design services offered. Proposers should identify the services, what is included in each service and indicate how the Proposer (proposes) to price each service.

19. Page 28, #8a – Submission requirements: Just to clarify, you are asking for (1) original hardcopy in a three-ring binder and (4) electronic copies correct?
Answer: Yes.

20. Page 2, Section 1 – Listing of type of Furniture and page 27, Section 4E – Interior Solutions. We are able to provide the product in this category through our custom product program and dealer network. We do not have a catalog with such information as it is too broad of a category. Will a statement of available products and services suffice to meet this requirement?
Answer: Yes, describe the products offered, include any applicable services and fees.

21. Page 2, Section 1 – Listing of type of Furniture and page 27, Section 4F – Green Kimball Office promotes sustainability and the use of recycled components within all their product lines. However, we do not have a specific catalog focused on those components. Will our Sustainability brochure that outlines our practices suffice to meet this requirement?
Answer: In addition to the brochure, include a narrative in the Proposer's RFP response that addresses sustainability and recycled components.

22. Page 2, Section 1 – Listing of type of Furniture and page 27, Section 4G – Refurbished Products and Services. As we are a manufacturer, this is something that our dealer network would provide. Would a statement of available products and services suffice to meet this requirement?

Answer: Yes, provide a broad statement that indicates the refurbished products and services are provided by dealers. If available, include any applicable services and fees or state if Participating Agencies are to negotiate pricing for the products and services with dealers.

23. Page 30, Section 7, 1.B.1.g – Is the Pricing Workbook Exhibit J the same document / file as "P15-150-DT Section 9 Pricebook.xls?
Answer: Yes.

24. Page 31,C.3 & Page 46, 3.1.C: Please clarify the definition of Support Center?
Answer: Support Center may not be applicable for your business model. However, Proposers should provide locations (headquarters, dealers, warehouses and distribution center).
25. Page 24-25, Section 5: Insurance Requirements: Please clarify if an umbrella policy can be used to cover any gap between existing policy limits and contract requirements.
Answer: This is acceptable.

26. Page 43, Section 1, paragraph: "All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually,…" The past contract, the term "Supplier" was defined as the contract holder and/or authorized dealers/distributors. With the new master agreement, is "Supplier" defined the same?
Answer: This section is hereby amended to read:
All transactions, purchase orders, etc. will occur directly between the Supplier and/or authorized dealers/distributors and each Participating Public Agency individually . . .

27. National IPA Exceptions / Alternative Language:
Page 7, Section 3, #9: F.O.B.: Kimball Office would like to submit the following alternative language concerning Freight policy:

"Products are priced and will be delivered C.P.T. one contiguous U.S. destination (48 continental states), one Canadian destination, or one port of exit, freight prepaid (Incoterms 2010). Title shall transfer with risk of loss.

Kimball Office reserves the right to select the most appropriate C.P.T. point, carrier and routing on all shipments. Kimball Office will, however, attempt to accommodate requests for favored carriers."
Answer: Not acceptable. Supplier will be responsible for risk of damage or loss of goods until received by the Participating Agency.

28. Page 27, Section 4. General Definition /of Products: In order to offer the most complete offering to the qualified, registered users of National IPA, we request the following statement be added to this section of the RFP.

"National IPA requires a single prime contractor for each individual RFP response. Respondents may partner with other National IPA Contracted manufacturers, dealerships or other businesses in a subcontractor capacity."
Answer: Proposers may offer responses to the County of DuPage in accordance with Section 2 – Instructions to Proposers, 7) Proposal Signatures. The County and National IPA encourage suppliers to submit responses that provide their most complete offering and, after award, to

work with any suppliers with contracts available in the National IPA portfolio to offer a complete solution.

29. Page 46 Section 2, 2.2 Pricing Commitment
Kimball Office proposes to delete the pricing commitment as set forth on page 46, Section 2, 2.2 Pricing Commitment of Exhibit A. In lieu of such pricing commitment, Kimball Office commits as follows:

"Supplier (Kimball Office) agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is lower than the overall available pricing for any public sector national or multi-state cooperative or group purchasing agreement, excluding GSA and federal government sales ("Public Agency Cooperative", that enters into a separate written agreement directly with Supplier, as further provided herein. A Comparable Contract is a written agreement entered into after the Effective date of the Master Agreement that contains similar terms and conditions, concerns a Public Agency Cooperative with the same approximate spending pattern and product mix, and provides for similar delivery and payment conditions. "Representative Total Usage" shall mean the total purchase for a consecutive six (6) month period (inclusive of any fees, rebates, and other charges and discounts and exclusive of any restricted items) of the top ten (10) National IPA customers utilizing Supplier as their primary vendor for the products and services offered under the Master Agreement, as determined by Supplier. If, during the term of this Master Agreement, National IPA becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, National IPA may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of National IPA, Supplier will agree to renegotiate in good faith the pricing terms of this Master Agreement."
Answer: Submit proposed language changes as part of the response to the National IPA Exhibit A.

30. Page. 48-49, Section 3N #i-iv:
Kimball Office Inc. will lead with National IPA, however, to clarify that National IPA does not expect Supplier to walk away from sales opportunities when the end user rejects use of National IPA, the following changes are requested. For avoidance of doubt, National IPA does not expect to be paid an Administrative Fee on sales for which its' use is rejected by the end user and it performs no functions in relation to those sales. Please see the following requested language addition to section 3.3.N.i-iv:
Kimball Office would like to request the addition of the following language to be added to the existing statement on page 49, Section 3.3.n.i:

"Respond "to registered and qualified end National IPA end-users" with Master Agreement pricing (Contract Sales reported to National IPA). "

Kimball Office would like to request the addition of the following language to be added to the existing language on page 49, Section 3.3.N.iii for clarification purposes.

"It is considered a refusal if the Public Agency utilizes a bid/RFP/RFQ process or otherwise chooses not to utilize National IPA. Sales under this section of refusal

by Public Agency are not considered Contract Sales under National IPA and Administration Fee is not owed."

Kimball Office would like to request the addition of the following language to be added to the existing language on page 49, Section 3.3.N.iv for clarification purposes.

"In the event of an award of the higher, non-National IPA Master Agreement proposal, sales would not be considered Contract Sales and no Administrative Fee is owed."

Answer: Submit proposed language changes as part of the response to the National IPA Exhibit A.

31. Page 24, Section 5 - Insurance Requirements
We currently maintain a $1,000,000 per occurrence for Commercial General Liability, but do have a $5,000,000 Umbrella Excess limit. Please confirm Umbrella Excess of $5,000,000 would be acceptable in lieu of the required $2,000,000 per occurrence of Commercial General Liability.
Answer: This is acceptable.

32. Page 27, Section 2 - Term of Contract
Please confirm the initial term of the contract will be April 1, 2016 through March 31, 2019.
Answer: Reference Question #17

33. Page 30, Section 7.1.B.2.A - Product Categories
Please confirm suppliers will be able to provide additional discounts for varying product lines within each of the main Product categories on the bid form. For example, we have multiple seating lines with varying discounts by model/series (i.e. Model A is 65% off, Model B is 68.2% off). We would like to provide a discount matrix that lists the varying discounts by model/series within each product category.
Answer: Proposers are encouraged to propose pricing structures that make sense for the line of products and services. Pricing structures should be clearly stated in the Price Book response.

34. Page 30, Section 7.1.B.2.E - Product Categories
Please confirm suppliers will be able to provide additional discounts on a project-by-project basis under the contract for individual projects that are larger in scope. Please confirm these discounts would not be required to be extended to all end users of the contract.
Answer: The discounts provided in response to the RFP are the minimum discounts offered by the manufacturer. Proposers should state in the Price Book response if deeper discounts may be offered by the manufacturer or dealer. Proposers are encouraged to provide competitive minimum discounts as the discounts are a portion of the response evaluation to determine contract award.

35. Page 37 - Approval for Background Investigation
Please confirm this page is a sample and is not required to be completed as part of the bid response.
Answer: This page is a sample, it will be required before you begin work on an awarded purchased order - *if a portion of the work may be performed*

within secured areas - per Page 22 - 4) WORKING WITHIN SECURED AREAS; **and applies to the County of DuPage only. Other Participating Agencies may have similar requests at the time they access the contract.**

36. Page 39 – Required Vendor Ethics Disclosure Statement
Please confirm this form must only be completed for sales to DuPage County and is not required for sales within other states.
Answer: It is required by the County of DuPage to be submitted with the RFP response and applies to the County of DuPage only. Other Participating Agencies may have similar requests at the time they access the contract.

37. Page 43 - Exhibit A
If the manufacturer is bidding this contract directly, please confirm orders under this contract may be issued to either the authorized dealers or directly to the manufacturer.
Answer: Proposers should propose ordering, delivery and invoicing procedures in their RFP response.

38. RFP Due Date
In order to best provide a complete and accurate response, we respectfully request an extension to the proposal due date until October 30, 2015.
Answer: Reference Question #14.

39. Contract Exceptions:

Page 8, Section 11 - Indemnity
INDEMNITY: The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the negligent performance of this contract by the Contractor and its employees, or because of any negligent act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).
Answer: Not acceptable.

40. Page 21, Section 3 - Pricing
PRICING: Pricing will be discount off of manufacturer's identified price list. New price lists may be submitted in writing for approval at any time ~~annually~~ upon thirty (30) days written notice ~~along with corresponding support documentation~~. Unless Allsteel receives written objection to any price adjustment within thirty (30) days of the proposed price adjustment, such price adjustment shall be implemented at the end of the thirty (30) day notice period.
Answer: Supplier is to use most current manufacturer/catalog price list. Price list and adjustments shall be submitted to the County of DuPage for approval thirty (30) days prior to implementation.

41. Page 28, Section 7 - Deliveries
DELIVERIES: Deliveries will be made to DuPage County typically between the hours of 8:30 am and 4:00 pm on regular business days unless other arrangements are made, other Participating Public Agencies may have different hours but will be in the range of 7:00 am to 5:00 pm, Monday through Friday. Delivery locations will be stated on each purchase order issued.

The supplier(s) will authorize immediate repair or replacement at supplier's discretion of any product that has been damaged in transit. Supplier(s) understand that they are required to adhere to the delivery time they indicate for products.
Answer: Not acceptable.

42. Page 30, Section 7.1.B.2.E - Product Categories
e. Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lessor period. Contractor may offer Participating Agencies competitive pricing which is lower that the not-to- exceed price set forth therein at any time during the Contract term and such lower pricing shall be applied as a global price reduction under the Contract. However, the global price reduction as specified above shall not apply to competitive bid pricing scenarios on a project-by-project basis.
Answer: Reference Question #10.

43. Page 45, Section 2.1 - Corporate Commitment
Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement will be one of the ~~is~~ Supplier's primary "go to market" strateg~~y~~ies for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.
Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

44. Page 46, Section 2.2 - Pricing Commitment
Replace the existing language with the following:
Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide for the specified goods or services at the time the vendor submits their proposal. For the purposes of this definition, comparisons for the "lowest available (net to buyer)" shall be compared to other cooperatives, state and local contracts, buying the same product mix, for the same geographical areas, under the same terms and conditions.
Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

45. Page 46, Section 2.3 - Sales Commitment
Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. ~~Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.~~
Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

46. Page 46-47, Section 3.3 - Marketing and Sales
A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of your company's primary go to market strateg~~y~~ies for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as one of the primary ~~the~~ public sector go-to-market strateg~~y~~ies within first 10 days

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

47. Page 47, Section 3.3.B - Marketing and Sales
iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement. Except for the NIGP show, attendance at all other supplier-specific trade shows, conferences, and meetings as specified shall be at the suppliers' discretion.
Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

48. Page 47, Section 3.3 - Marketing and Sales
C. ~~Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.~~ Our goal is to work with National IPA to mutually expand our sales within the market. Allsteel will transition existing public agencies to the National IPA contract upon customer's request. Allsteel will forward any new account information gained from the contract to National IPA.
Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

49. Page 48, Section 3.3 - Marketing and Sales
E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited by a Principal Procurement Agency
ii. Competitive ~~Best~~ government pricing
iii. No cost to participate
iv. Non-exclusive contract

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

50. Page 48-49, Section 3.3 - Marketing and Sales

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii. ~~Respond with pricing higher than Master Agreement only i~~In the ~~unlikely~~ event that the Public Agency refuses to utilize Master Agreement or does not notify Supplier they want to use the Master Agreement, the Supplier may provide pricing under an alternative agreement.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Our goal is to work with National IPA to mutually expand our sales within the market. Allsteel commits the National IPA contract will be one of our primary go-to-market contracts, similar to our TCPN contract.

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

51. Page 52-53, Section 12 - Monthly Reporting & Fees

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may ~~engage a third party to~~ conduct an ~~independent~~ audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the

discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

52. **EXCEPTIONS REQUESTED:**

SECTION 2 - INSTRUCTIONS TO PROPOSERS
Subsection 3 – Exceptions – During the Prebid Meeting on September 29, 2015 we were informed that exceptions to the RFP to be presented on October 5, 2015 could be limited to the DuPage County part of the RFP and did not have to address the National IPA items which could be addressed in the final proposal submission.

Answer: Exceptions relating to the County of DuPage shall be submitted as the RFP states. Exceptions specific to National IPA shall be submitted in proposer's response.

53. SECTION 2 – INSTRUCTIONS TO PROPOSERS – We have noted that the Subsection numbers run from 1 through 14 and 20 through 22. Are the missing Subsection numbers 15 through 19 intentionally omitted or can you provide those Subsections to us for review if they were inadvertently omitted?

Answer: This is a clerical numeric-reference error. Subsection numbers should run 1-17.

54. SECTION 3 - GENERAL CONDITIONS

Subsection 9, F.0.B. – Please confirm that the direction provided during the Prebid meeting on September 29, 2015 allows each bidder to include freight charges in their response in the most creative and/or efficient manner possible for the County which may or may not result in all prices being F.0B. destination.

Answer: Reference Question #1, #2 and #9.

55. Subsection 17, Patents – Contractor represents and warrants that it has obtained from its vendors and is authorized by said vendors to, assign or pass through the following representations and rights from said vendors : that said vendors agree to defend, indemnify and hold harmless the County and the end user at vendor's expense from and against any suit, action or proceeding in which the County, its Officers , agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased from Contractor.

In the event Contractor fails to assign the above representations and warranties from a vendor, or in the event the assignment of such indemnity is prohibited by law, Contractor agrees to defend, indemnify and hold harmless the County from and against any claim set forth in the preceding paragraph.

PATENTS: *Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.*

Answer: This is acceptable.

56. Subsection 20, Prevailing Wage – Contractor agrees that it will comply with the Illinois Prevailing Wage Act (the "Act") to the extent applicable, **provided** the County provides written notice to Contractor that a Purchase Order includes products to be used for the construction of a

"public work" within the meaning of the Act. In the event a Purchase Order is subject to the Act, Contractor will use best efforts to ensure compliance of its subcontractors.

Answer: This is unacceptable. The products specified, by their nature, will come under the Act. Subcontractor compliance is required.

57. Subsection 24, Termination, Cancellation and Damages
If the County terminates for breach, the County shall have the right to purchase items or services elsewhere and to charge Contractor with any additional costs incurred for a period of ninety (90) days. This right shall not extend to all participating agencies.

In the event of a potential breach of the contract Office Depot requests a thirty (30) day right to cure period prior to any breach being declared. In the event that Office Depot provides a successful cure to the County, County agrees to remove the potential breach.

Office Depot requests that any costs to be paid under this section shall be the excess amount over the Office Depot contract price. In no event shall either party be liable for consequential, special, indirect or incidental damages, including but not limited to any damage resulting from loss of use or profits arising out of or in connection with any resulting agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

In the event the County terminates the contract due to lack of appropriation of funds, the County shall be liable for payment of all goods and services provided up through the effective date of termination.

Answer: Reference Question #4.

58. SECTION 4 - SPECIAL CONDITIONS

Subsection 1, Davis-Bacon Act Requirements -- Office Depot agrees that it will comply with the Davis Bacon Act to the extent applicable, **provided** County provides written notice to Office Depot that a Purchase Order includes products to be used for a project funded by or assisted in whole or in party by and through the Federal Government pursuant to ARRA. In the event a Purchase Order is subject to the Davis-Bacon Act, Office Depot will use best efforts to ensure compliance of its subcontractors.
Answer: Reference Question #5.

59. Subsection 1(H), Subawards and Contracts – Office Depot requires all of its subcontractors to represent and warrant that it will comply with all applicable federal, state and local laws, rules and regulations.
Office Depot will use best efforts to incorporate the County's provisions in its subcontracts to the extent required by law.
Answer: Not acceptable. Reference Question #5

60. Subsection 1(M)(4), Subcontracts -- Office Depot requires all of its subcontractors to represent and warrant that it will comply with all applicable federal, state and local laws, rules and regulations. Office Depot will use best efforts to incorporate the County's provisions in its subcontracts to the extent required by law.
Answer: Not acceptable. Reference Question #5

61. Subsection 3, Pricing – Office Depot requests that the word "annually" be deleted from the 2nd sentence. In the event pricing changes, Office Depot will submit a new price list to the County for approval. Unless Office Depot receives written objection to any price adjustment within thirty (30) days of County's receipt of the proposed price adjustments, such price adjustments shall be implemented at the end of the thirty (30) day period.
Answer: Reference #40.

The Office Depot's final pricing response may be based upon manufacturers' list price, Office Depot system list price, or Office Depot web price depending on the type of furniture being ordered.
Answer: Proposer shall submit most current price list, indicate in their response the price list being submitted and how the price list can be accessed by Participating Agencies.

62. Subsection 4, Security – Office Depot does not share its employees' personally identifiable information. However, upon receipt of award , Office Depot will run background checks as required by the County and will provide to the County attestations certifying that the background checks on the employees who will be performing the work have been completed and that such persons have not been convicted of a violent or serious felony as defined by the County.
Answer: Not acceptable; Reference Question #35

63. SECTION 5 - INSURANCE REQUIREMENTS

Office Depot provides the standard ACCORD Certificate of Insurance

endorsed as required by the County. Please note that Office Depot's insurance carriers all have at least an A- rating in Best's Guide or the equivalent.

Answer: Reference Question #25.

64. SECTION 6 - SPECIFICATIONS AND SCOPE OF WORK

Subsection 2, Term of Contract – Please clarify the dates of the initial term of the proposed contract as the RFP currently states April 1, 2014 through March 31, 2017 nearly half of which term has already expired.

Answer: Reference Question #17.

65. Subsection 2, Term of Contract – Office Depot requests the right to terminate any resulting contract for convenience on ninety (90) days prior written notice to the County.

Answer: Not Acceptable

66. Section 7 - DELIVERIES

Office Depot's intention is to fix any defective or nonconforming work issue quickly, and before being issued a notice to correct. After identification of any defective or nonconforming work requiring repairs, additional parts, or replacement of damaged furniture, Office Depot will provide County with a plan including an estimated time to correct the issue. If our correction plan does not meet the project schedule needs of the County, Office Depot will provide loaner furniture to temporarily accommodate the County's functional needs and move-in dates, as well as removal of any damaged product, until Office Depot can complete our correction plan.

Answer: SECTION 7 – is EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS. Proposers may address this in their Proposal.

67. QUESTIONS

Schedule of Events Page 2 of 42:
Due to the limited time between the County's schedule for responses to questions and exceptions of October 6, 2015 and the current due date for final responses to the RFP in hard copy of October 14, 2015 Office Depot requests that the due date be extended by at least 1 week to permit adequate time to carefully evaluate and meaningfully respond to any changes caused by the County's answers to questions and exceptions.

Answer: Reference Question #14.

68. Section 4 – Special Conditions – Subsection 3) Pricing Page 21 of 42:
Are Proposers required to submit price lists for all manufacturers they are bidding with their response to this RFP?

Answer: Yes.

69. NOTE: Office Depot is not commenting on Page 26 of 42, Section 6 –

Specifications and Scope of Work
– Subsection 1 – Objectives – Paragraphs A, B, C, and D at this time because they apply to the National IPA portion of the response which we will comment on in our final proposal as we were instructed during the Prebid meeting on September 29, 2015.

Answer: Exceptions relating to the County of DuPage shall be submitted as specified in the RFP. Exceptions specific to National IPA shall be submitted in Proposer's response.

70. Prevailing Wage - If installation is a separate line item or billed separately, does prevailing wage still apply?
Answer: Yes.

71. Section 6 States: TERM OF CONTRACT: The awarded contract will be for the three (3) year period beginning April 1, 2014 through March 31, 2017. Our assumption is this is an error. Can you please advise the actual term of the agreement?
Answer: Reference Question #17.

72. Section 6.4 - Does the bidder have to respond to every product category?
Answer: No.

73. Please confirm the location of Exhibit J as described in Section 7, 1), B., g).
Answer: Reference Question #23.

74. Background Investigation is a required form; however, there will be subcontractors involved in the services portion of this proposal that are hereto yet unidentified. Do we just need to confirm the form has been received and the form completed as work is performed?
Answer: Reference Question #35

75. Will a D&B report from the last 6 months be sufficient to provide in response to this RFP?
Answer: Yes.

No further clarifications will be provided by the County of DuPage and National IPA.

Please be sure to acknowledge receipt of this addendum on page 33 (Proposal Form) of the Request For Proposal document.

Thank you for your attention in this matter.
Sincerely,
Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer

3. Method of Approach

Allsteel®

General Requirements

Experience

Please refer to our Executive Summary and References section included within our response.

National Presence

Please see our Nationwide Distribution and Marketing Plan strategies outlined below.

Sales Training

At Allsteel, training is an ongoing process both with current and new sales members. Allsteel trains new members on the benefits of NIPA during the first week of orientation and current members are retrained throughout the year during quarterly and national sales events.

Nationwide Distribution

Allsteel distributes our products and services through a national network of certified dealers. We have over 220 dealers with over 300 locations in all markets in the US. Our dealer partners have a full range of services including space planning, specification, installation, warehousing, inventory management, asset management, corporate standards programs, e-commerce, buy-back and project management services.

Marketing Plan

HNI Corporation is the second largest office furniture manufacturer in the world and is also the nation's leading manufacturer and marketer of gas and wood-burning fireplaces. As the second largest share player in the office furniture industry, we are constantly pursuing strategies to continue to gain market share. We seek to increase sales and market share by introducing new products, further enhancing our existing line of products and continuing to pursue complementary acquisitions.

Allsteel will increase sales with State, City, Counties, Colleges, Universities and Nonprofit Organizations through the effective use of NIPA contract. This will be accomplished as follows:

Educations & Training

1. Re-educate Allsteel field sales member on benefits of NIPA contract - Q1 2016
2. Reinforce NIPA Contract to Field Sales Members during our upcoming National Sales Meeting
3. Work with Allsteel RM's to develop the sales plan for assigned dealer partners
4. Train all RPM's at Allsteel HQ on products and process – Q1 2016
5. Leverage current selling team MM/BDM/DSRs to educate clients on advantages of using NIPA

Sales Activities

1. Schedule focused selling events in each Allsteel region with appropriate RPM
    a. Focus on top 8-10 current customers
    b. Focus on top 5 public universities in appropriate market
    c. Identify and focus on key non-profit organizations
2. Focus on "super users" with multiple contracts who are not familiar with Allsteel
3. Focus on public universities and colleges in appropriate regions

4. Utilize NIPA new "Dashboard" to target uncovered opportunities
5. Retrain dealer sales reps on the benefits of driving business through NIPA - Q1 & Q2 2016

Marketing Activities

1. Communicate NIPA award in press release within first 15 days
2. Announce award through Allsteel social media
3. Review shows/events that Allsteel should attend in 2016 with both Allsteel and dealer partners
4. Re-introduce current marketing material to dealer partners – attached below
5. Refresh 1 page NIPA/Allsteel selling sheet during Q1 2016
6. Refresh website and link to Allsteel material
7. Launch new 4 page NIPA "Higher Education" piece – attached below
8. Co-brand new 36 page "Active Learning Guide" with NIPA during Q1 2016

Volume Tracking

Allsteel will provide monthly reporting as outlined in Exhibit B under Monthly Reporting & Fees.

Product Requirements

Categories

Allsteel intends to respond to the following categories: Seating, Tables, Systems/Desking, Filing/Storage, Collaboration, Wood Casegoods, and Accessories.

Allsteel is offering their entire breadth of line under the NIPA contract. We have outlined on the pages that follow the product names we intend to bid for each category. Some of these may overlap into multiple categories.

Seating

Allsteel offers seating solutions that fit your organization, office environment, and staff preferences. Every chair is designed for user comfort, engineered for performance, and manufactured for years of durable service. And Allsteel offers chairs in a range of designs that complement any interior design and every work application.

Tables

Allsteel tables promote effective collaboration and teaming, whether in the formal setting of a conference room, the focused environment of a training area, or the informal and impromptu meeting and gathering spaces of an individual office, reception area, or open plan.

Systems/Desking

Allsteel offices meet today's needs and provide decades of use. Choose from systems that are cost-effective or elegantly detailed; you'll find function and beauty, everywhere you look.

Filing/Storage & Wood Casegoods

Allsteel is where the lateral file was invented, and we've been refining storage systems ever since. Whether it's a rolling pedestal or entire wall units, Allsteel storage maximizes personal organization and productivity, simplifies planning and makes offices more productive.

Collaboration

Allsteel offers a variety of collaborative furniture that helps companies create traditional public spaces as well as huddle areas within an open space. From sophisticated and formal, to fun and colorful, Allsteel can help you create a look that announces your company culture with style.

Accessories

Allsteel offers a wide range of products to help personalize and refine individual workspaces, such as ergonomic enhancements, storage and organizational tools, and lighting options.

Product/Price Updates

New products/services may be added during the term of the contract upon written request and approval by County of DuPage and/or NIPA. In addition, Allsteel will notify NIPA of all obsolete and discontinued products in writing and in a timely manner.

Additional Services

Rates submitted for services are not-to-exceed, nationwide rates which take into consideration pricing variables such as prevailing/union wages, varying site conditions, hours of installation, size of projects, and other factors. Because these rates are not-to-exceed, we encourage NIPA Members to negotiate lower rates for these services on a project-by-project basis (as they have in

the past) with our authorized NIPA distributors, when more specific project information is known.

The rates for services shall not exceed the following maximum thresholds:
Installation: not to exceed 25% of the net product total per order; a minimum charge of $175.00 per order may apply, but installation will be quoted per job or quote.

- Design: not to exceed $90.00 per hour
- Project Management: not to exceed $90 per hour
- Reconfiguration: not to exceed $125.00 per hour
- Storage: $5 per cubic ft per month

Union & Prevailing Wage all categories - Prevailing Wages discount will be Loading Dock Delivery plus a line item quote for installation at Prevailing Wage for DuPage County.

Allsteel & Sustainability

Allsteel makes it a priority to design products and implement processes that reduce our collective impact on the environment. Allsteel adheres to the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Claims and our certifications support our environmental statements and our credibility.

level® Certification
All of Allsteel's products are currently level 2 certified by a third party auditor to the ANSI/BIFMA e3 Furniture Sustainability Standard. The audit process evaluates the individual products, the manufacturing site, and the corporation. Rigorous quantitative evaluation criteria cover four categories: materials, energy and atmosphere, human and ecosystem health, and social responsibility. The e3 standard was developed in a multi-stakeholder, transparent process and is recognized by the American National Standards Institute (ANSI). (BIFMA is the Business and Institutional Furniture Manufacturer's Association.) www.levelcertified.org

SCS Indoor AdvantageTM Certification
All of Allsteel's products are indoor air quality tested by an independent laboratory in accordance with the ANSI/BIFMA M 7.1 and X 7.1 standards and methodology for "low emitting materials: systems furniture and seating." The requirements meet the Leadership in Energy and Environmental Design (LEED) credit EQ 4.5, Option 3. Our products are Indoor Advantage Gold certified annually by SCS Global Services, an independent third party certifying organization.

Forest Stewardship Council (FSC) Certification
Allsteel received FSC certification in 2010 to provide certified wood products to our customers. The Forest Stewardship Council (FSC) is an organization and a certification that promote responsible forest management worldwide, setting requirements for the forest and everyone who handles the wood from forest to final product. LEED credit MR (Materials and Resources) 7 requires that projects seeking certification use FSC certified new wood (veneer and plywood).

ISO 50001 & Superior Energy Performance Gold Certification
Allsteel Inc is the first and only furniture manufacturer in the world to be certified to the ISO 50001 Energy Management System standard and the Superior Energy Performance (SEP) Gold program by an accredited auditor. It is the third company in the U.S. to receive the two certifications, the

other two being in the auto industry. Allsteel was part of a U.S. Department of Energy (DOE) Demonstration Program to pilot test the new standards.

ISO 9001 and ISO 14001 Certifications
Allsteel is ISO 9001 certified to the Quality Management Standard.

Allsteel's environmental management system (EMS) is aligned with ISO 14001, is internally audited, and uses the 14001 "plan, do, check, act" model, but is not certified. Our well organized system builds on our culture of Rapid Continuous Improvement and integrates safety into our EMS (which 14001 does not do).

For further information, please refer to our ISO Certifications included at the end of this section.

Cradle to CradleSM Certification
Cradle to Cradle CertifiedCM is a program developed by McDonough Braungart Design Chemistry (MBDC) that encourages manufacturers to design products so their component materials do not contain chemicals of concern and can be recycled again and again, instead of ending up in a landfill. MBDC believes "waste equals food" and that nothing should be wasted, whether it's a biological or a technical "nutrient." C2C certification also includes water, energy and social responsibility requirements for certification. Allsteel's Stride systems platform and Acuity seating have achieved Cradle to Cradle Certification.

For further information, please refer to our Sustainability Policy included at the end of this section.

Product Requirements

Seating

Trooper
Tolleson

Nimble

Seating

#19
Relate
Sum
Scout

Seek
Inspire
Access

Seating

Acuity

Mimeo

Tables

Merge
Aware

Systems/Desking

Stride
Terrace
Concensys
Optimize
Further
Involve

Pedestals
Overheads
Worksurface
Electrical
Accessories
Altitude

Filing/Storage

Lateral Files
Vertical Files
Towers
Bookcases
Cabinets
Align

Credenzas
Stride
Involve

Collaboration

Gather
Clarity

New
Products

Wood Casegoods

Align Wood
Stride
Veneer

Stride
Painted
Wood

Accessories

Wand Light
Link Light

Ergonomic
Tools

TITLE: Enterprise Sustainability Policy CATEGORY: ADM

ISSUED BY: Keri Luly–Sustainability Programs Manager NUMBER: 06-ADM-09-001

APPROVED BY: Jeffery D. Lorenger – President DATE: 01/12/2009

Purpose:
The purpose of this policy is to state Allsteel's Policy on Enterprise Sustainability.

Scope and Definition:
This Policy provides guidance for Allsteel members in the entire organization.

Allsteel's Enterprise Sustainability Policy guides our members toward sustainability and recognizes that we must all work together to achieve it. The Policy embraces the definition of sustainable development and the "Triple Bottom Line" of "People, Planet and Profit" by:

- Celebrating the culture of Allsteel members working together to improve our lives as part of our community ***(People)***
- Motivating members to look beyond regulatory requirements to what it will take to make the world a better place for all of us ***(Planet)***
- Recognizing that our company's fiscal health enables and encourages us to contribute to the economic and social well-being of our community so we all benefit ***(Profit)***

Procedure:
In pursuit of enterprise sustainability, Allsteel will:

- Help all members understand the impacts that they have on our planet in their work and their personal lives, and encourage them to explore environmentally sound options.
- Be transparent and credible in our communications, internally and externally, and adhere to the Federal Trade Commission Part 260 *Guides for the Use of Environmental Marketing Claims.*
- At a minimum, meet all applicable environmental regulations, but always aspire to achieve more.
- Recognize the value of our members' contributions and provide them with safe working conditions and opportunities to learn and advance in their work and lives.
- Design our products to have minimal impact on the environment and society in their production and use, and to continuously reduce life cycle impacts using tools such as Design for the Environment (DfE).
- Conserve energy, decrease greenhouse gas emissions, and seek relevant renewable resource options for the future to reduce our carbon footprint.
- Continue to compete ethically and build our fiscal health, allowing us to give back to our customers, our shareholders, our members, our community, and all our other stakeholders.

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- Drive Rapid Continuous Improvement (RCI) to eliminate waste, become as efficient as possible, and make us successful in all we do.

Responsibility:
It is the responsibility of company leadership to communicate these guidelines to their direct reports and to adhere to the guidelines set forth in this policy.

It is the responsibility of each member to follow this policy.

Reason for Change:
This is a new policy. This policy will evolve as we learn more, accomplish more, and recognize how and where we can further improve.

Reference Information
Allsteel adheres to HNI Corporation policies, procedures, and is true to "Our Vision".

Allsteel uses the definition of sustainable development from the United Nations' World Commission on Environment and Development 1987 report, *Our Common Future*:

> **"Development that meets the needs of the present world without compromising the needs of future generations to meet theirs."**

The Commission recognized that human activities could not be compartmentalized as they had in the past "within broad areas of concern (environment, economics, social)." The report recognized the vital linkage between humanity's need for **social equity, environmental quality**, and **economic development** (later referred to as the triple bottom line). Allsteel uses the terms people, planet, and profit.

HNI Corporation's Environmental Policy was established in 1978; the current revision is 01ADM-09-001C – Environmental Policy.

Related Policies and Procedures:

01ADM-09-003	Energy Policy
01ADM-09-004	Enterprise Sustainability
01LEG-06-006	Assessing Regulatory Implications of Facility Projects
01PRO02-02-006	Environmental Recordkeeping
01PRO02-02-007A	Chemical Evaluation
01PRO02-02-010	Manufacture for the Environment
01PRO08-01-001	Guidelines for Environmental Marketing Claims

Allsteel

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Certificate US04/3515

The management system of

Allsteel, Inc.

3000 N. Hwy 61
Muscatine, IA 52761, United States

has been assessed and certified as meeting the requirements of

ISO 9001:2008

For the following activities:

Design, manufacture and distribution of wood and steel furniture and components.

Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2008 requirements may be obtained by consulting the organization.

This certificate is valid from 4 January 2013 until 4 January 2016 and remains valid subject to satisfactory surveillance audits.
Recertification audit due a minimum of 60 days before the expiration date.
Issue 4 : 2 January 2013. Certified since January 2004.

Additional site details are listed on subsequent pages.

Authorized by

Zachary C. Pivarnik
Director of Accreditation, North America

Systems and Services Certification, a Division of SGS North America, Inc.
201 Route 17 North, Rutherford, NJ 07070 United States of America
t +1 201 508 3000 f +1 201 925 4555 www.us.sgs.com

This certificate remains the property of SGS and shall be returned upon request

Page 1 of 2

This document is issued by the Company subject to its General Conditions of Certification Services accessible at www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitations of liability, indemnification and jurisdictional issues established therein. The authenticity of this document may be verified at http://www.sgs.com/en/Our-Company/Certified-Client-Directories/Certified-Client-Directories.aspx. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Certificate US04/3515, continued

Allsteel, Inc.

ISO 9001:2008

Issue 4 : 2 January 2013

Additional facilities:

3000 N. Hwy 61, Muscatine, IA 52761, United States
Scope: The manufacture and distribution of wood and steel furniture and components.

2210 Second Avenue, Muscatine, IA 52761, United States
Scope: The design of wood and steel furniture and components.

Services

Design Services

Allsteel and its dealers understands importance of design. A design project involves numerous choices and decisions whether you're building a new facility or reconfiguring an existing space. As knowledgeable and experienced design partner we will listen and understand your needs and ideas to successfully implement your vision. We welcome the opportunity to contribute to the development of the National IPA's participating clients. Understanding the needs of each client, for staff, support staff and employees, is a vital component to optimizing performance in your spaces now and in the future. We know each facility is different and poses its own unique challenges and opportunities. Our team of experienced designers will work with you from the onset of a project to clearly define your goals and visions. We will spend time understanding your facility and how it supports your day-to-day activities. We are sensitive to the needs of your facility and are prepared to take your project from initial concepts to installation.

You can count on our dealer design teams to provide you with the following:

- Space-planning and utilization
- Long-term project and planning
- Adherence to national, state, and local building codes
- Safety and accessibility
- Ergonomic considerations
- LEED
- AutoCAD specifications and drawings
- Renderings and visualization
- Block plans and conceptual sketches
- Working plans and installation documents
- Furniture drawings (both plan view and 3D), floor plans and specifications
- Coordination and collaborations with project contractors and architects
- Design process project management
- Fabric & finish selection
- Implementation of workplace trends
- Creation, implementation and utilization of Standards Programs (if applicable)

Project Management Services

Allsteel has a dedicated Project Management team that works in conjunction with our dealers to provide Project Management services to our valued customers. The major activities of the Allsteel Project Management Team focus on five distinct processes which are divided into the Initiating, Planning, Executing, Monitoring & Controlling, and Closing Process Groups. The detailed tasks and activities within these areas are outlined as follows:

1. Initiating Process Group

- Understand customer requirements and objectives
- Identify team members and stakeholders
- Define project scope
- Obtain clear understanding of expected project deliverables
- Prepare initial project schedule including key milestones

- Set-up initial project budget
- Consider risks and constraints
- Manage mock-up process, if applicable

2. Planning Process Group

- Conduct formal project kick-off meeting with all project stakeholders
- Determine detailed task list with assignment of team member role and responsibilities
- Develop detailed schedule of deliverables from task list
- Determine installation requirements and coordinate with other contractors
- Review floor plans and ensure product specification accuracy
- Conduct technical reviews of product application, if applicable
- Finalize delivery and installation schedules
- Prepare quotes for product, installation and service requirements, if applicable
- Assemble and direct cross-functional teams, assign responsibilities, and set deadlines
- Implement quality and corrective action plans
- Identify risks and develop risk mitigation plan
- Develop communication plan to update project team members and stakeholders
- Review invoicing requirements

3. Executing Process Group

- Obtain purchase orders and ensure timely order process
- Evaluate order phasing and consider product packaging, delivery and installation efficiencies
- Schedule parking permits with the University
- Monitor and manage product lead times
- Direct and manage project execution against detailed task list, schedule and resources
- Ensure third party contractors complete assigned tasks and meet project deliverables
- Attend on-site construction meetings if needed
- Schedule and conduct weekly project meetings and prepare meeting minutes
- Distribute weekly project updates to all project stakeholders
- Manage communication plan and ensure that all stakeholder expectations are met
- Conduct on-going site visits
- Manage quality expectations

4. Monitoring & Controlling Process Group

- Monitor and control project schedule, resources and budget
- Manage and control all project scope and schedule changes and provide contingency plans
- Prepare change orders for additional costs and obtain approval, if applicable
- Document and communicate all required information to all project stakeholders
- Document key issues and manage resolution through official tracking process
- Monitor and control project risks and quality plan
- Handle warranty issues with damaged goods received
- Ensure work site and student safety
- Measure and report project performance

5. Closing Process Group

- Utilize standard punch process to complete and resolve any open items
- Conduct a final walk-through with the participating University
- Complete required product and end user training sessions
- Submit final project close-out documents (i.e. as-built drawings)
- Conduct close-out meeting and obtain customer feedback
- Complete final project close-out process (include lessons learned)
- Obtain final project acceptance and sign-off

Allsteel is dedicated to a successful execution of your Project and will work closely with you to develop an effective Project Plan with detailed consideration for schedule, resources and budget. Please note, Allsteel does not currently provide reconfiguration and/or moving of existing furniture as part of our Project Management Services. While some individual subcontractors may be able to offer reconfiguration and/or moving of existing furniture services, but our dealer partners would be able to assist with identifying and providing these services.

Installation Services
The Allsteel delivery model is unequalled for assured performance. We are proud of the fact that our shipments are delivered on time, as scheduled. It is a claim our competitors simply cannot make. We are not satisfied with anything less than perfection.

Process for Delivery and Installation

- We will attend pre-installation meetings if required.
- Once all of the planning, tracking and verification has been completed and the day of installation arrives, we ensure your product is installed seamlessly and professionally.
- We create daily micro-schedules for coordination with other on-site trades, as well as our own install teams.
- We will determine security clearances, trailer requirements, loading dock restrictions, access to doors, elevators and stairways, freight elevator restrictions, etc.
- We will ensure notice prior to delivery.
- The project manager, if needed is on-site during the installation, ensuring everything runs smoothly and immediately addresses any challenges that may arise.
- We will ensure that each product is labeled with the project name, purchase order number, room numbers, etc. Allsteel can provide this information on each product carton; however, it will not appear on each product once uncartoned and installed. If each piece of installed product needs to be labeled this may need to be coordinated manually through the dealer and the installer.
- Our world-class installers are comprised of factory-trained and certified crews. They receive, off-load, stage, un-carton, inspect, and install furniture according to the manufacturer specifications.
- We will conform to security and safety requirements established by the participating client.
- If the schedule changes, we change with it. For instance, if a floor isn't ready, we start on a floor that is ready. Our installers are the best in the business and are well versed in working with the various trades as necessary.
- We take special care in monitoring the quality of work and verifying we stay on task and on schedule.

- We will document current site conditions of building walls, doorframes, doors, floors, etc. prior to furniture delivery and installation. We will not be responsible for any damage documented prior to the delivery and installation of the furniture.
- We will protect existing work throughout the period of furniture and furnishing installation.
- Protective materials will remain in place until all furniture installation activities are complete and will be removed immediately thereafter. We will be responsible for any documented loss or damage to the premises or property of others due to furniture installation performed under this Award.
- We will also be responsible for the repair of any damage to building walls, doorframes, doors, floors, etc. cause by delivery and installation. We will not be responsible for any damage to building walls, doorframes, doors, floors, etc caused by other on site subcontractors or trades working in the areas of furniture delivery and installation.
- We perform daily trash removal, site organization and material packaging recycling. Cleaning and disposal operations will comply with local ordinances and anti-pollution laws. No rubbish or waste materials will be burned or buried on site.
- We will provide adequate ventilation during the use of any volatile or noxious substances and will ensure volatile waste is stored in covered containers and/or removed from the premises daily. In addition, Volatile wastes will not be disposed of in storm or sanitary drains, streams or waterways.
- When the time comes, we connect and test electrical components, perform a preliminary walk-thru and prepare initial punch lists.
- We complete pre-punch items while the installation is still in progress, when possible, and respond to on-site requests as they arise, always ensuring that changes have been approved by the appropriate end-user contact.

End of Life Management

Besides recycling our own materials at HNI facilities, we recognize that our customers often search for ways to recycle their old office furniture. We work with csr-eco-solutions, an organization that specializes in repurposing and donating reusable office furniture and other equipment to charities. They pre-screen local charities all over North America (and overseas) to assure their non-profit status and to know what they need so they are able to be efficient and effective when a solution is needed. They return any charitable tax deductions and PR benefits to the owner of the furniture, making it a win-win situation. They work to recycle any materials or components that cannot be reused. We also have buy-back programs offered through our Dealer Network.

HNI companies have sustainability experts who can provide advice and assistance to organizations that are just beginning their sustainability journey or who are looking for next steps to take in that journey. Sometimes getting started requires only a small outside perspective and facilitation to generate internal enthusiasm, ideas, and direction.

Warranty

Allsteel Inc. warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns them, except as set forth below.

Allsteel shall repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component manufactured after March 16, 2015, that fails under normal

commercial office use.

This warranty is subject to the following provisions:

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and not considered defects. Allsteel does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Additionally, a Customer's Own Material (COM) selected by, and used at the request of, a user is not warranted.

The materials and components listed below are covered according to the following schedule from the date of sale:

- Wood products and electrical components (lamps and ballasts are not covered), seating controls, pneumatic cylinders, glides, casters and polymer-based components, and foam – 12 years
- Wood seating, stacking chairs, Sum® AutoFit® technology, and laminates – 10 years
- User-adjustable worksurface mechanisms, tablet arm mechanisms, interior woodframed seating and lounge products, occasional tables, Mimeo™ 3D knit, Scout® mesh, panel and seating upholstery fabrics, and other covering materials – 5 years
- Marker board surfaces and upholstery on Gather™ products – 3 years
- #19®, Access™, Acuity®, Clarity™, Relate®, Sum, Trooper® asynchronous and synchrotilt models, Inspire®, Scout, and Seek® are warranted for multiple shifts and users up to 300 lbs. Mimeo is warranted for multiple shifts and users up to 350 lbs. All other Allsteel chairs and components are warranted for single-shift, 40-hour workweek usage.
- #19 chair, including components and material, is warranted for as long as the original purchaser owns the chair.
- #19, Access, Acuity, Clarity, Relate, and Seek mesh/carriers and Mimeo carrier are considered structural chair components and as such are warranted for as long as the original purchaser owns the chair.
- Undercabinet LED light – fixture warranted for 3 years; power supply warranted for 1 year
- Link™ LED light – 5 years
- Wand™ LED light – fixture warranted for 5 years; power supply warranted for 3 years
- Beyond™ Movable Walls – 10 years. Moving parts such as door hardware and door mechanisms – 5 years. Customer's own hardware – supplier warranty.

This warranty does not apply to:

- Normal wear and tear over the course of ownership including fabric puddling
- Damage from sharp objects (e.g. writing utensils, heeled shoes, scissors, jewelry, keys)
- Modifications or attachments to the product not approved by Allsteel
- Products not installed, used, or maintained in accordance with product instructions and warnings
- Products used for rental purposes
- Damage caused by the carrier in-transit,which is handled under separate terms
- Third-party products. Allsteel, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by manufacturers of undercabinet lighting, ergonomic work tools, or other third-party products supplied by Allsteel.

TO THE EXTENT ALLOWED BY LAW, ALLSTEEL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLSTEEL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

Your Allsteel Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty please contact your Allsteel Dealer.

4. Price Proposal

Allsteel®

Pricing

Price Lists
Electronic price lists are included on the USB drive provided as part of our submission.

Price Breaks for Size of Order
The discount structure provided on the following page is tiered to provide pricing incentives based on order volume.

Freight/Shipping
All deliveries will be freight prepaid, FOB Destination and will be included in all pricing offered unless otherwise clearly stated in writing. For orders shipped outside the contiguous U.S., freight is paid to the port of embarkation if standard freight terms apply.

Returns and Restocking
When requesting a product return for a customer ordering error, please contact the local Servicing Partner in advance for a formal Return Authorization. Upon approval, products are returned by the client prepaid, and are subject to a restocking fee of up to 45% of the purchase price. If an item is shipped incorrectly by Allsteel as the result of an error by Allsteel or the local Servicing Partner, we will make the correction promptly without financial penalty.

Due to our products being made per order, we generally do not accept returns unless there is another order that specifies the exact same paint, fabric, wood, etc. for the same product model.

Payment Methods
Allsteel accepts check, P-card (must have Visa/Mastercard/AmEx logo on it – will be ran like a credit card), EFC/ACH, and all major credit cards excluding Discover.

Payment Terms
Allsteel standard payment terms are net 30 days.

Special Offers/Promotions
Occasionally, Allsteel will promote various products. When specific products are promoted, Allsteel will allow the additional discount to apply to the NIPA contract price during the promotion period.

Pricing & Market Conditions
Multiple factors are used to determine customer discounting based on total purchase volume over a set period, product mix, delivery methods etc.

Allsteel employs an RCI, Rapid Continuous Improvement, culture that continually strives to mitigate increases in material cost, developments costs, etc. Increases in price are passed in circumstances where the cost can not totally be absorbed.

Pricing

The discounts on the following pages are in effect through the life of the contract duration. List prices effective at the time of order placement will apply. In the event of a price increase, Allsteel will submit a letter of the proposed price increase and effective date to NIPA for consideration and approval. All new product additions will be added and maintained at the current list pricer in effect at time of order with an approved discount level.

Services

Rates submitted for services are not-to-exceed, nationwide rates which take into consideration pricing variables such as prevailing/union wages, varying site conditions, hours of installation, size of projects, and other factors. Because these rates are not-to-exceed, we encourage NIPA Members to negotiate lower rates for these services on a project-by-project basis (as they have in the past) with our authorized NIPA distributors, when more specific project information is known.

The rates for services shall not exceed the following maximum thresholds:
Installation: not to exceed 25% of the net product total per order; a minimum charge of $175.00 per order may apply, but installation will be quoted per job or quote.

- Design: not to exceed $90.00 per hour
- Project Management: not to exceed $90 per hour
- Reconfiguration: not to exceed $125.00 per hour
- Storage: $5 per cubic ft per month

Union & Prevailing Wage all categories - Prevailing Wages discount will be Loading Dock Delivery plus a line item quote for installation at Prevailing Wage for DuPage County.

Furniture_Discount Structure

Products	Discounts are from List Price. Tiers are based on List Product Value of each order Discounts for orders over $400,000 are negotiable *Suppliers may add rows for additional product categories not specifically identified		
	$1-$100,000	$100,001-$400,000	$400,001 & Above
	Loading Dock Delivery	Loading Dock Delivery	Loading Dock Delivery
Seating Trooper, Tolleson, Nimble	64.00%	64.00%	Negotiable
Seating #19, Relate, Sum, Scout, Seek, Inspire, Access	61.00%	61.00%	Negotiable
Seating Acuity & Mimeo	58.00%	58.00%	Negotiable
Tables Merge, & Aware	64.00%	64.00%	Negotiable
Systems/Desking Stride, Terrace, Concensys, Optimize, Further, Involve Casegoods, Stride Benching & Desking, Systems Pedestals, Overheads, Worksurfaces, Electrical & Accessories, Altitude Height Adjustable Bases	69.50%	71.00%	Negotiable
Powered Tables			
Multi-Purpose Tables			
Folding Tables			
Filing/Storage Lateral Files, Vertical Files, Storage (Towers/Bookcases/Cabinets), Align Laterals, Align Storage, Align Credenzas, Stride Storage, Involve Storage	64.00%	65.00%	Negotiable
Resident Hall Furniture			

Price Worksheet_Revised

Furniture_Discount Structure

Products	Discounts are from List Price. Tiers are based on List Product Value of each order Discounts for orders over $400,000 are negotiable *Suppliers may add rows for additional product categories not specifically identified		
	$1-$100,000	$100,001-$400,000	$400,001 & Above
	Loading Dock Delivery	Loading Dock Delivery	Loading Dock Delivery
Systems (See Systems/Desking above)	69.50%	71.00%	Negotiable
Interior Solutions			
Moveable Wall Systems			
Green or Sustainable Furniture Products			
Refurbished Products & Services			
Collaboration Gather (Seating & Tables), Clarity, New Products	51.00%	54.00%	Negotiable
Wood Casegoods Wood Casegoods (Align Wood Offering), Stride Painted Wood Storage, Stride Veneer	60.00%	60.00%	Negotiable
Accessories Accessories (Wand & Link Lights), Ergonomic Tools	55.00%	57.00%	Negotiable

Installation & Delivery Service: The Service option discounts include "standard" services only, subject to conditions listed below. The discounts are "not to exceed" percentages that may be lower as quoted by the servicing dealer dependent upon specific project conditions. Additonal

Standard Services are Subject to the Following Conditions:

1. Installation will be performed during normal weekday hours
2. Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation
3. Service work shall not be hindered by other trades
4. Electric, heat and elevator service will be furnished without charge
5. The immediate area shall be complete and free of debris including carpet/flooring installation before delie
6. Any work requiring a licensed electrician is the responsibilty of the agency

Price Worksheet_Revised

Addtional Charges

Additonal Charges May Apply for *If there are other conditions that would cause additional charges to be applied please list and define how these will be charged for. Service percentages should be expressed as an additional percent of the total product list value	
Service	**Percent or Per Labor Hour Additional Charge**
Inside Delivery-Upper Levels Non-Seating	Negotiable on a per project basis
Inside Delivery-Upper Levels Seating	Negotiable on a per project basis
Union & Prevailing Wage Non Seating	Prevailing Wages discount will be dock delivery plus line item quote of install.
Union & Prevailing Wage Seating	Prevailing Wages discount will be dock delivery plus line item quote of install.
Major Metro Market and Upper Floor Installation	Negotiable on a per project basis
Installation outside of a **100** mile range of a the servicing dealer	Negotiable on a per project basis

Price Worksheet_Revised

Supplemental Services

Supplemen(al Services *If there are other supplemental services that the propser may want to offer, please list and detail the charge per labor hour for the service.	
Service	**Per Labor Hour Charge**
Project Management Services	**(NTE = "Not to Exceed')**
Furniture Project Management	NTE $90.00/hr but quoted per job
Furniture Project Coordination	NTE $90.00/hr but quoted per job
Reconfiguration Services	NTE $125.00/hr but quoted per job
Design (outside of standard services)	NTE $90.00/hr but quoted per job
Strategic Planning Services	NTE 120.00/hr but quoted per job
Occupancy Planning Services	
Occupancy Planner	NTE $75/hr but quoted per job
CAD Drafter	NTE $75/hr but quoted per job
Build Out Project Management Services	NTE $90.00/hr
Fixtures, Furniture and Equipment Management Services	To be quoted per job
Fixtures, Furniture and Equipment Storage Services	To be quoted per job

Price Worksheet_Revised

5. Qualifications & Experience

Allsteel®

Qualifications

Company History

Allsteel was established as the All-Steel-Equip Co. in 1912. An early entrant in the fledgling power industry, All-Steel-Equip produced metal enclosures used by electrical contractors. The company later produced lockers and steel cabinets which were popular accessories in office environments. Near the end of the Great Depression, the product line expanded to include vertical files. When steel became readily available after World War II, Allsteel introduced a line of steel desks. Described as "knock down" in design, these modular units could be custom-configured at the dealership to meet a myriad of individual requirements. In 1967, the lateral file was created by B.K. Johl (later to be known as Allsteel of Canada).

The HNI Corporation acquired Allsteel in 1997. Founded in 1944, the HNI Corporation is the secondlargest office furniture manufacturer in North America, and the nation's leading manufacturer and marketer of gas- and wood-burning fireplaces.

Today, Allsteel Inc. manufactures of a full line of contract office furnishings, including systems, seating, casegoods, tables, and accessories. In addition we provide, in conjunction with our Servicing Partners, a full range of services including space planning, specification, installation, warehousing, inventory management, asset management, corporate standards programs, e-commerce, buy-back, and project management services.

Total Sales Members

Please see the Sales Member Listing included at the end of this section for a complete list of members.

Support Centers

Allsteel's Corporate Headquarters and Manufacturing Facilities are located in Muscatine, Iowa. Allsteel also operates nine Resource Centers which are strategically located to provide representation in our major markets nationwide.

Allsteel Resource Center locations include:

Atlanta, GA	San Francisco, CA
Boston, MA	Santa Monica, CA
Chicago, IL	Toronto, ON
Dallas, TX	Washington, DC
New York, NY	

In addition to our resource centers, Allsteel is also supported by a network of regional authorized servicing dealers. Domestically, Allsteel and a network of 250+ regional dealers manage design, project management, procurement, and delivery/installation for clients nationwide. Regional dealers take full ownership for service in their assigned regions, and utilize Allsteel's inter-market dealer network to coordinate and manage installations in outlying markets. Put simply, Allsteel provides coverage for all US markets, either directly or through our dealer network. Our complete Dealer List can be found at the end of this section.

Our Dealer Coverage Map for the Continental US is provided below. To support NIPA members regionally, Allsteel will utilize the resources of our entire dealer network to provide dedicated local service.

Qualifications of Members

At the heart of our quality processes, is process control. Standard Work controls all aspects of our production and quality assessment processes. We evaluate product quality (critical dimensions, cosmetic attributes and functional characteristics) on every shift using inbound inspection of critical parts, 1st piece inspection at all production centers, product audits performed by quality and management staff and final inspection prior to pack-out. Non-conforming product is segregated and disposition controlled by quality staff. We don't just monitor and measure product quality, we also conduct process audits that confirm conformance to standard work and identify problems before they impact product quality. Product and process audits are scored, issues are documented and corrective action is deployed where needed. Our focus on process control isn't limited to manufacturing processes and product quality. As an ISO 9001-2008 certified manufacturer, we use internal auditing to ensure that all elements of our Quality Management System are functioning as designed and to identify opportunities for improvement.

Dealers are subjected to a Performance Review and Evaluation Process on a quarterly basis. This is performed by the Regional Sales Manager, the Account Development Manager, the Dealer Principal and Dealer Management. The purpose is (1) To review, discuss and document a dealer's performance in accordance with the annual market plan and results achieved; (2) To ensure an ongoing dialogue to discuss the market place, areas of performance or improvement and necessary action items; (3) To determine whether, based on market and business conditions, changes or modifications to the annual plan may be appropriate.

Dealer scorecards reflect the proficiency of the Dealer's design, procurement and installation model. Our experience has been that dealers who partner with Allsteel certified installers have

significantly better dealer scorecard metrics. As a group, they outperform the competition through knowledge, experience and attention to detail.

To become a certified installer a firm must participate in an Allsteel-hosted hands-on training class (generally 2-3 days), have at least 25% of their management and 50% of their crew trained, allow Allsteel to observe at least one field installation after training, submit project management procedures/documents for Allsteel review, and recertify every 3 years.

Key Personnel

Please refer to Exhibit A | 3.0 Supplier Qualifications in the Required Forms section of this response. Our key personnel are listed under 3.3 Marketing and Sales.

References

Wayne State University
Val Kreher
Senior Buyer
Procurement & Strategic Sourcing
5700 Cass Avenue, Suite 4200
Detroit, Michigan 48202
(313) 577-3734
Volume range: $700K - $1M+ annually since 2008

Ohio State University
Cris Penn
Associate Director of Purchasing
2650 Kenny Road
Columbus, Ohio 43210
Phone: 614-688-4940
Volume range $500k - $2M annually since 2006

Iowa State University
Cathy Beckman
Purchasing Agent
Phone: 515-294-9394
Volume range $400k - $1,000,000 since 2004

Palomar College
Jenny Akins
Purchasing and Warehouse Supervisor
1140 West Mission Road
San Marcos, CA 92069
(760) 744-1150 ext. 2139
Fax (760) 471-7061
jakins@palomar.edu

City of Anaheim
Contact: Carole Ayuso, Purchasing Director
200 S Anaheim Blvd, Suite 600
Anaheim, CA 92805
Direct phone: 714-765-5222
Email: cayuso1@anaheim.net
Volume range $100k-$1M net annually since 2006

El Camino College
Contact: Rocky Bonura, Director of Business Services
16007 Crenshaw Blvd
Torrance, CA 90506
Direct phone: 310-660-3374
Email: rbonura@elcamino.net
Volume range $250k-$1.5M net annually since 2006

Yolo County
Karen Kawelmacher
625 Court Street Room 103
Woodland, CA 95695
530-666-8073
kkawelmacher@yolocounty.org
Annual Volume: $400,000 annually since 2008

Placer County
Contact: Alicia Wilbur, purchasing
2964 Richardson Drive
Auburn, CA 95330
530-889-4229
awilbur@placer.ca.gov
Annual Volume: $500k - $1M+ annually since 2007

Sales Member Listing

Last Name	First Name	Job Title	Territory	Phone	Fax	Email
All Regions						
Barkema	Amanda	Manager Sales Account Specialist Team	All Regions	563.299.5203		barkemaa@allsteeloffice.com
Dixon	Britta	Sales Account Specialist	All Regions	563.554.3632		dixonb@allsteeloffice.com
Guillory	Elizabeth	VP Strategic Accounts	All Regions	617.512.9834		guillorye@one-hni.com
Hill	Amy	Workplace Advisory Manager	All Regions	617.413.6090		hilla@allsteeloffice.com
Johnson	Jan	VP Design & Workplace Resources	All Regions	563.299.7857		johnsonj@allsteeloffice.com
Johnson	Eric	Sr. Workplace Advisory Manager	All Regions	412.512.5785		johnsone@allsteeloffice.com
Kull	Michael	VP National Accounts	All Regions	585.362.1351		kullm@allsteeloffice.com
Miller	Lisa	Workplace Advisory Manager	All Regions	612.236.7307		millerlisa@allsteeloffice.com
Morley	Marian	VP Government Accounts	All Regions	301.448.0069	240.238.2938	morleym@allsteeloffice.com
Paron-Wildes	AJ	National Architect & Design Manager	All Regions	612.384.7388	612.235.7937	paronwildesa@allsteeloffice.com
Pica	Donna	Channel Sales Executive	All Regions	202.380.7685		picad@allsteeloffice.com
Shareef	Arsal	Sales Account Specialist	All Regions	563.299.9321		shareefa@allsteeloffice.com
Sparks	Steve	VP Higher Ed & State/Local	All Regions	563.299.7971		sparkssteve@allsteeloffice.com
Westog	Stephen	VP Field Sales	All Regions	770.880.1445	770.945.9206	westogs@allsteeloffice.com
Woodard	Joseph	Sales Account Specialist	All Regions	563.299.3389		woodardj@allsteeloffice.com
Canada						
Baxter	Tim	Business Development Manager	Canada	416.508.5148		baxtert@allsteeloffice.com
Boisvert	Kathryn	Business Development Manager	Canada	438.392.2027		boisvertk@allsteeloffice.com
Cole	Tessa	Architect & Design Specialist	Canada	416.588.6200		colete@allsteeloffice.com
Friskie	Garrett	Business Development Manager	Canada	403.813.7626		friskieg@allsteeloffice.com
Stoddart	Jennifer	Regional Manager	Canada	416.671.4622	416.588.6201	stoddartj@allsteeloffice.com
Streich	Erika	Business Development Manager	Canada	647.289.0782		streiche@allsteeloffice.com
East Region						
Breagy	James	Regional Manager	East Region	973.723.9416	212.982.3311	breagyj@allsteeloffice.com
Cohen	Larry	Architect & Design Specialist	East Region	917.588.4596		cohenl@allsteeloffice.com
Duffy	Catherine	Strategic Account Manager	East Region	917.658.0294		duffyc@hnicorp.com
Fitzsimmons	Jean	Business Development Manager	East Region	917.993.2165		fitzsimmonsj@allsteeloffice.com
Lehr	Darrin	Business Development Manager	East Region	516.497.1545		lehrd@allsteeloffice.com
Mihalick	Andy	Strategic Account Manager	East Region	516.312.8404	516.599.6261	mihalicka@hnicorp.com
Ortiz	Sandra	Architect & Design Specialist	East Region	347.380.0251		ortizs@allsteeloffice.com
Singer	Jarrod	Strategic Account Manager	East Region	347.714.0230		singerj@hnicorp.com
Stuart	James	Business Development Manager	East Region	585.202.0910		stuartj@allsteeloffice.com
Vice	Wesley	Business Development Manager	East Region	646.856.4097		vicew@allsteeloffice.com
Mid-Atlantic Region						
Fadely	Kevin	Business Development Manager	Mid-Atlantic Region	540.335.6393	703.997.0468	fadelyk@allsteeloffice.com
Marnell	Marissa	Architect & Design Specialist	Mid-Atlantic Region	202.309.4387		marnellm@allsteeloffice.com
McCarthy	Raelene	Business Development Manager	Mid-Atlantic Region	610.334.2984		mccarthyr@allsteeloffice.com
Myers	Ayron	Business Development Manager	Mid-Atlantic Region	202.836.2521		myersa@allsteeloffice.com
Porter	Steve	Strategic Account Manager	Mid-Atlantic Region	216.618.4714		porterst@allsteeloffice.com
Rach	Jeff	Regional Manager	Mid-Atlantic Region	410.544.7114		rachj@allsteeloffice.com
Schauss	Lisa	Architect & Design Specialist	Mid-Atlantic Region	202.420.1080		schauss@allsteeloffice.com
Shieder	Ann	Government Strategic Account Manager	Mid-Atlantic Region	301.751.3171	240.837.7007	shiedera@allsteeloffice.com
Volpone	Donna	Business Development Manager	Mid-Atlantic Region	215.280.5489	215.661.0608	volponed@allsteeloffice.com
Midwest Region						
Collevechio	Diane	Regional Manager	Midwest Region	847.421.8494		collevechiod@allsteeloffice.com
Crowe	Rikki	Business Development Manager	Midwest Region	563.299.3310		crower@allsteeloffice.com
Delarosa	Kelli	Business Development Manager	Midwest Region	586.292.6735		delarosak@allsteeloffice.com
Joslin	Sarah	Market Manager	Midwest Region	810.938.7971		joslins@allsteeloffic.com
Julien	Brooke	Business Development Manager	Midwest Region	312.405.6938		julienb@allsteeloffice.com
Kretchmer	Christine	Architect & Design Specialist	Midwest Region	312.465.3407		kretchmerc@allsteeloffice.com
Meisner	Risa	Business Development Manager	Midwest Region	312.493.6080		meisnerr@allsteeloffice.com
Pusateri	Pam	Architect & Design Specialist	Midwest Region	312.437.8005		pusaterip@allsteeloffice.com
Schumacher	Melissa	Business Development Manager	Midwest Region	920.560.1895	920.268.4689	schumacherm@allsteeloffice.com
Scianna	Enza	Architect & Design Specialist	Midwest Region	312.805.6731		sciannae@allsteeloffice.com
Simmons	Karla	Strategic Account Manager	Midwest Region	312.909.0013	312.577.0497	simmonsk@hnicorp.com
Spence	Elizabeth	Market Manager	Midwest Region	312.447.1435		spencee@allsteeloffice.com
Wilkinson	Callie	Business Development Manager	Midwest Region	312.515.2768		wilkinsonc@allsteeloffice.com
North Central Region						
Drone	Debra	Business Development Manager	North Central Region	303.898.8204		droned@allsteeloffice.com
Graves	Tim	Business Development Manager	North Central Region	612.600.9808	651.365.0426	gravest@allsteeloffice.com
Henningsen	Mark	Regional Manager	North Central Region	563.299.8219	775.416.5066	henningsenm@allsteeloffice.com
Konchar	Janice	Business Development Manager	North Central Region	319.560.5648	312.276.4002	koncharj@allsteeloffice.com
Lovelace	Megan	Business Development Manager	North Central Region	816.985.2001		lovelacem@allsteeloffice.com
Makousky	Lia	Architect & Design Specialist	North Central Region	612.799.9356		makouskyl@allsteeloffice.com
Mueller	Jamie	Architect & Design Specialist	North Central Region	720.403.3046		muellerj@allsteeloffice.com
Wiebers	Eric	Market Manager	North Central Region	712.299.8645		wieberse@allsteeloffice.com
Northeast Region						
Alexander	Caroline	Architect & Design Specialist	Northeast Region	617.429.1012		alexanderc@allsteeloffice.com
Flynn	Joe	Business Development Manager	Northeast Region	508.339.3974		flynnj@allsteeloffice.com
Kovar	Emily	Market Manager	Northeast Region	614.915.2548		kovare@allsteeloffice.com
Merical	Dana	Strategic Account Manager	Northeast Region	585.991.8693		mericald@allsteeloffice.com
Pelligrino	Tina	Business Development Manager	Northeast Region	216.633.2588		pelligrinot@allsteeloffice.com
Tartaglia	Lisa	Business Development Manager	Northeast Region	646.430.1243		tartaglial@allsteeloffice.com
Northwest Region						
Bell	Andrea	Strategic Account Manager	Northwest Region	510.459.8886	415.677.9155	bella@hnicorp.com
Cannon	Donna	Business Development Manager	Northwest Region	630.350.0965		cannond@allsteeloffice.com
Hirstein	Jillian	Business Development Manager	Northwest Region	206.406.3810		hirsteinj@allsteeloffice.com
Lemler	Alicia	Market Manager	Northwest Region	563.299.7213		lemlera@allsteeloffice.com
Nyles	Scott	Business Development Manager	Northwest Region	415.653.2541		scottn@allsteeloffice.com
Purser	David	Regional Manager	Northwest Region	415.653.2317		purserd@allsteeloffice.com

Sales Member Listing

Scoular	Nanci	Architect & Design Specialist	Northwest Region	415.592.4858		scoularn@allsteeloffice.com
Sperandeo	Leonard	Business Development Manager	Northwest Region	916.817.1229	949.218.0250	sperandeol@allsteeloffice.com
Svenson	Melissa	Strategic Account Manager	Northwest Region	206.962.7444	866.238.9867	svensonm@allsteeloffice.com
Southeast Region						
Ash	Doug	Business Development Manager	Southeast Region	606.677.0140		ashd@allsteeloffice.com
Bramwell	Emily	Business Development Manager	Southeast Region	704.519.8582		bramwelle@allsteeloffice.com
Bryant	David	Regional Manager	Southeast Region	815.600.3123	815.768.2644	bryantd@allsteeloffice.com
Campbell	Meredith	Architect & Design Specialist	Southeast Region	404.783.5740		campbellm@allsteeloffice.com
Dimmett	Craig	Market Manager	Southeast Region	404.291.7468		dimmettc@allsteeloffice.com
Faloni	Bob	Business Development Manager	Southeast Region	770.396.7826	770.396.7604	falonib@allsteeloffice.com
Finnegan	Carla	Business Development Manager	Southeast Region	919.215.4891		finneganc@allsteeloffice.com
Jones	Jennifer	Business Development Manager	Southeast Region	407.730.1322		johnsonjen@allsteeloffice.com
Lemler	Jennifer	Business Development Manager	Southeast Region	941-388.0739		lemlerj@allsteeloffice.com
Malin	Diane	Business Development Manager	Southeast Region	404.859.3538		malind@allsteeloffice.com
Minehart	Kary	Strategic Account Manager	Southeast Region	563.299.8223		minehartk@hnicorp.com
Van Waardenburg	Athena	Business Development Manager	Southeast Region	305.496.9116	954.921.2048	vanwaardenburga@allsteeloffice.com
Southwest Region						
Bell	Crista	Business Development Manager	Southwest Region	214.412.7992		bellc@allsteeloffice.com
Blaser	Darin	Business Development Manager	Southwest Region	563.271.9126		blaserd@allsteeloffice.com
Harrigan	Laurie	Business Development Manager	Southwest Region	563.554.4876		harriganl@allsteeloffice.com
Kieval	Rebekah	Market Manager	Southwest Region	214.412.8421		kievalr@allsteeloffice.com
Kling	Krysty	Business Development Manager	Southwest Region	281.660.8484	713.937.0599	klingk@allsteeloffice.com
Rollins	Krissy	Business Development Manager	Southwest Region	713.702.6023		rollinsk@allsteeloffice.com
Rossler	Debbie	Architect & Design Specialist	Southwest Region	469.507.1844		rosslerd@allsteeloffice.com
Simoneaux	Chloe	Market Manager	Southwest Region	469.978.0226		simoneauxc@allsteeloffice.com
Whightsil	Scott	Regional Manager	Southwest Region	469.207.4403		whightsils@allsteeloffice.com
WB Mason Region						
Alimo	Mark	Regional Manager	WB Mason	508.839.6622	801.659.4760	alimom@allsteeloffice.com
Lackman	Andrew	Channel Sales Executive	WB Mason	215.498.0823		lackmana@allsteeloffice.com
Millstein	David	Channel Sales Executive	WB Mason	857.272.1070		millsteind@allsteeloffice.com
Skaliotis	Alex	Channel Sales Executive	WB Mason	646.243.5644	212.982.3311	skaliotisa@allsteeloffice.com
West Region						
Donatelle	Mary	Architect & Design Specialist	West Region	714.290.4897		donatellem@allsteeloffice.com
Donoghue	Regan	Business Development Manager	West Region	310.596.9156		donoghuer@allsteeloffice.com
Frost	Paul	Business Development Manager	West Region	818.903.1347		frostp@allsteeloffice.com
Giraldin	Jana	Regional Manager	West Region	949.295.3929	949.276.3048	giraldinj@allsteeloffice.com
McDonald	Dave	Government Strategic Account Manager	West Region	619.246.5800		mcdonaldda@allsteeloffice.com
Ortega	Victor	Strategic Account Manager	West Region	415.385.4890		ortegav@allsteeloffice.com
Schwartz	Todd	Business Development Manager	West Region	480.284.0703		schwartzt@allsteeloffice.com
Scigliano	Julie	Business Development Manager	West Region	619.694.9581		sciglianoj@allsteeloffice.com
Shepley	Jason	Architect & Design Specialist	West Region	310.633.1602		shepleyj@allsteeloffice.com

Dealer List

*Does not include Buy/Sells
*For dealers with multiple locations, all locations on file included
*Does not include BI By Staples
*Only includes 1 location for WB Mason

Customer Name	Billing Address	City	ST	Zip	Phone #	Contact
Arctic Office Products	100 W Fireweed Lane	Anchorage	AK	99503	907-276-2322	Bill Borchardt
Bowers Office Products	2333 VanHorn Road	Fairbanks	AK	99701	907-479-6264	Jerry Bowers
Juneau Business Interiors Inc.	PO BOX 33026	Juneau	AK	99803	907-790-4025	Timm Orsborn
Bruce Office Supply, Inc	2625 Second Avenue North	Birmingham	AL	35203	205-328-4081	Scott Bruce
US Business Products, Inc	3860 Napier Field Road	Dothan	AL	36303	334-983-8735	William Newton
McAleer's Office Furniture Co.	PO BOX 70245; 3305 Springhill Avenue	Mobile	AL	36607	251-476-8555	Melissa Cross
Moser Corporation	PO BOX 1984	Rogers	AR	72757	479-636-3481	Harley Moser Jr
Sam Clar Office Products	1221 Diamond Way	Concord	CA	94520	925-671-7171	John Schwartz
The Atlantic Group - Los Angeles	1888 Century Park East, STE 520	Los Angeles	CA	90067	323-900-0665	Roger Abramson
Westfall Commercial Furniture	444 S. Flower Street, #4280	Los Angeles	CA	90071	213-629-0087	Thomas D. Westfall
Corporate Business Interiors	3501 Jamboree Road, Suite 400	Newport Beach	CA	92660	949-225-3900	Hice Stiles
CSI Fullmer	131 North El Molino, Suite 170	Pasadena	CA	91101	626-486-2266	Bill Baquet
Crawford & Company	13370 Kirkham Way	Poway	CA	92064	858-513-6584	Bill Crawford
Jones-Campbell Co. / Keller Group	3766 Bradview Drive; PO BOX 277788	Sacramento	CA	95827	916-362-0123	Craig Campbell
Inside Source / Young - San Carlos	985 Industrial, Suite 101	San Carlos	CA	94070	650-508-9101	Dave Denny
Inside Source / Young - San Fran	733 Front Street, Suite C1	San Francisco	CA	94111	415-399-5300	Rose Young
Jessico dba Russco Business Furniture Solutions	2240 South Thornburg Street	Santa Maria	CA	93455	805-922-1311	Jane Kokkinakis
Cal & Stan Inc. dba Cal Bennett's Inc.	615 North Plaza Drive	Visalia	CA	93291	559-651-7979	Stan Bennett
Bernards Office Furniture Inc.	20935 B Warner Center Lane	Woodland Hills	CA	91367	818-703-6969	Frank Bernard
Quality Office Furnishings Inc.	23825 Via Del Rio	Yorba Linda	CA	92887	714-692-6667	Kandee Baird
Connect People+Space	1755 Blake Street, Suite 125	Denver	CO	80202	303-506-1621	Doug Cooper
Contract Furnishings, Inc.	3115 E 40th Avenue	Denver	CO	80205	720-956-1515	Christopher Leach
Corporate Source, The	1200 17th street, Ste 217	Denver	CO	80202	303-571-5400	Len O'Connor
The Atlantic Group - CT office	501 Merritt 7, Plaza Level	Norwalk	CT	06851	203-847-0000	Roger Abramson
CHL Business Interiors	1627 I Street NW, Suite 825	Washington DC	DC	20006	202-835-1444	Mary Hoover
Total Office Solutions Inc.	4301 Emerson Street	Jacksonville	FL	32207	904-353-4020	Mark Chappell
Commercial Design Services Inc. - Orlando	640 Douglas Avenue , ste 1514	Orlando	FL	32714	407-774-4832	Stewart Davis
A to Z Furnishings Inc.	3359-8 Copter Road	Pensacola	FL	32514	850-393-0550	Mike Patrick
Commercial Design Services, Inc. - Tallahasse	508-C Capital Circle SE, Unit 508-C	Tallahassee	FL	32301	813-886-0580	Stewart Davis
Commercial Design Services Inc. - Tampa	5805 Barry Road	Tampa	FL	33634	813-886-0580	Stewart Davis
Compass Office Solutions	3320 Enterprise Way	Miramar	FL	33025	954-430-4590	Jose Manuel Diaz
Fowler's Complete Office Outfitters	940 West Broad Street	Athens	GA	30601	706-543-1320	Todd Fowler
Ivan Allen Workspace	1000 Marietta Street, Suite 224	Atlanta	GA	30318	404-760-8700	Eric Woods
Weinberger's Business Interiors	3021 A River Watch Parkway	Augusta	GA	30907	706-922-1370	Frank Mulherin
Malone Office Equipment	PO BOX 509; 1345 Thirteenth Avenue	Columbus	GA	31902	706-322-2513	Sam Buracker III
Chapman Office Interiors	975 Cobb Place Boulevard, Suite 117	Kennesaw	GA	30144	770-794-0604	Dan Chapman
Office Services, Inc.	1042 Lynes Avenue	Savannah	GA	31415	912-232-7500	David Culverhouse
NFL Officeworks	2865 Log Cabin Drive	Smyrna	GA	30080	404-872-7280	Rick Robillard
Ryan Michael Corp. dba Senetics	430 Sumner Street	Honolulu	HI	96817	808-531-9788	Frieda Sen
Paragon Commercial Interiors, Inc.	210 Emerson Place, Suite 300	Davenport	IA	52801	563-326-1611	Darla Evans
All Makes Office Equipment - Des Moines	500 E Court Ave, Ste 150	Des Moines	IA	50309	515-282-2166	Amee Zeztman
Storey Kenworthy	1333 Ohio Street	Des Moines	IA	50314	515-288-3243	David Kenworthy
Office Elements Group	713 Nebraska Street	Sioux City	IA	51102	712-255-0181	Linda Fickbohm
Business Interiors of Idaho	176 South Capital Boulevard	Boise	ID	83702	208-384-5050	Mark E Heath
Stocks Business Furniture Inc. dba Stocks Office Furniture	602 S. Country Fair Drive	Champaign	IL	61821	217-359-1661	Maggie McGuire
Ellison Group, The	5802 North Washtenaw	Chicago	IL	60659	773-784-9700	Mary Ellison
Shick Office Supply Co.	801 Perrysville Avenue	Danville	IL	61832	217-442-1546	Gary Dyar
Henricksen & Company, Inc.	1101 W Thorndale Avenue	Itasca	IL	60143	630-250-9090	Mike Assell
Henricksen & Company-Peoria	401 SW Water Street, Suite 205	Peoria	IL	61602	309-636-0033	Mike Assell
Midwest Office Interiors	10330 Argonne Woods Drive, Suite 600	Woodridge	IL	60517	630-850-8700	Joseph Gollwitzer
Eastland Sales dba Workspace Solutions	2208 Production Road	Fort Wayne	IN	46808	260-422-8529	Brent Stoller
Peerless Printing Corp.	513 S. Washington Street	Marion	IN	46952	765-664-8341	Anne Kohlmorgen
HDW Commercial Interiors	2274 West 93rd Avenue	Merrillville	IN	46410	219-472-8383	Rita Bacevich
Hurst Office Suppliers	257 East Short Street	Lexington	KY	40507	859-255-4422	Tom Gormley
Louisiana Office Supply	PO BOX 65209	Baton Rouge	LA	70806	225-927-1110	A. Sidney Genius
General Office Supply	PO BOX 2189	Lafayette	LA	70502	337-237-2563	Phillip A Martin
Total Office Interiors	Seaport Center, 70 Fargo Street, Suite 100	Boston	MA	02210	617-737-3441	Michael Najnigier
W B Mason Company - Brockton	59 Centre Street; PO BOX 111	Brockton	MA	02303	203-237-9082	Leo Meehan
Office Furniture Distributors dba Union Office Interiors	226 Andover Street	Wilmington	MA	01887	781-396-6400	Louis H Fragoso
PBI	115 West Street, Suite 301	Annapolis	MD	21401	410-280-3500	Patricia Burnham
Enterprise Furniture Consultants, Inc.	608 Folcroft's Street, Suite L	Baltimore	MD	21224	410-342-0630	Brad Renick
Douron Inc.	10 Painters Mill Road	Owings Mills	MD	21117	410-363-2600	Ronald W. Hux
Office Images	7650 Standish Place, Ste 109	Rockville	MD	20855	301-921-0900 ext119	Ric Hammett
Office Images	15204 Omega Drive, Suite 260	Rockville	MD	20850	301-921-0900 ext119	Ric Hammett
Kentwood Office Furniture Inc	3063 Breton Road SE	Grand Rapids	MI	49512	616-957-2320	Laura Hopson
Interior Environments	48700 Grand River Ave	Novi	MI	48374	248-213-3010	Randy Balconi
Kerr Albert Office Supply	1121 Military Street	Port Huron	MI	48060	810-984-2300	Ernest Albert
Interstate Office Interiors	5116 Sprinkle Road	Portage	MI	49002	269-344-9900	Virgil Kelpin
Cooper Office Supply	102 East Lincoln Avenue	Fergus Falls	MN	56537	218-739-5295	Jeff Schafer

Dealer List

Henricksen & Company Inc.-Minneapolis	1101 W River Parkway, Suite 100	Minneapolis	MN	55415	612-455-2200	Mike Assell
Benchmark Office Solutions LLC dba Samco Business Products	3612 W Truman Boulevard	Jefferson City	MO	65109	573-634-3177	Dawn Eiken
Contract Furnishings Inc.	3129 Main Street	Kansas City	MO	64111	816-931-0900	Steve Stroade
Contract Furnishings Inc.-Wichita	3129 Main Street	Kansas City	MO	64111	816-931-0900	Steve Stroade
Modern Business Interiors L.L.C.	1023 Portwest Drive	St. Charles	MO	63303	636-946-2500	Mitch Stern
Anderson Retail, Inc. dba Anderson Commercial Furniture	PO Box 16055; 11 Office Park Drive, Suite 20	Hattiesburg	MS	39402	601-584-4523	Jeff Hudson
360 Office Solutions fka Montana Office Solutions	PO Box 30598	Billings	MT	59107	406-449-3012	Ralph Kuney
J2 Office Products	PO BOX 2217	Missoula	MT	59801	406-752-8520	John Flink
Montana Office Machines of Missoula dba Office Solutions & Services	1020 North Avenue West	Missoula	MT	59806	406-752-8520	John Flink
Minc Office Design	136 Person Street	Fayetteville	NC	28301	910-689-0171	Melissa Mcintosh
Delve Interiors, LLC	PO BOX 35883	Greensboro	NC	27425	336-274-4661	Ed Boiar
Woodmansee Inc.	PO Box 798	Bismarck	ND	58502	701-223-9595	Joe Woodmansee
Business Essentials	205 East Main Avenue; PO BOX 713	West Fargo	ND	58078	701-282-6570	John Richardson
Office Net	648 North Broad Street; PO BOX 287	Fremont	NE	68025	402-721-6436	Russ Hoetfelker
All Makes Office Equipment - Lincoln	3333 O Street	Lincoln	NE	68510	402-477-7131	Jeff Kavich
All Makes Office Equipment - Omaha	2558 Farnam Street	Omaha	NE	68131	402-341-2413	Jeff Kavich
Caseys Executive Interiors	152 Route 22 West	Green Brook	NJ	08812	732-968-3236	Huns Chung
Business Environments, LLC - Rochester	7 Entin Road	Parsippany	NJ	07054	973-335-7700	John Gardner
Beck Total Office Interiors	5300 Eagle Rock Avenue NE, Suite A	Albuquerque	NM	87113	505-883-6471	Lori Addison
Davies Office Refurbishing	40 Loudonville Road	Albany	NY	12204	518-449-2040	Derrick Byrd
Mid City Office Furniture	2495 Main Street, Suite 240	Buffalo	NY	14214	716-882-0666	Kurt Amico
Office Furniture Direct, Inc	1240 Route 110	Farmington	NY	11735	631-777-2027	Steven Myers
Stonehill Sales and Service	32 Heather Lane	Middletown	NY	10940	845-386-1234	Scott E. Hill
Henricksen & Company Inc. - NYC	21 West 38th Street, 16th Floor	New York	NY	10018	212-897-9876	Mike Assell
Tag Wall LLC	28 W 44th Street, 9th Floor	New York	NY	10036	212-292-7141	Jon Offerman
The Atlantic Group	1156 Sixth Avenue, 9th Floor, Avenue of the Americas	New York	NY	10036	212-977-6688	Roger Abramson
Superior Office Furniture Inc.	225 Wilkinson Street	Syracuse	NY	13204	315-422-1076	Melissa Losty
Office Furniture Source	2920 E. Kemper Road	Cincinnati	OH	45241	513-531-0900	John M. Perin
Clara I. Brown Interiors	111 West Nationwide Boulevard, Suite DC-9	Columbus	OH	43235	614-224-9180	Clara I. Brown
Dupler Office fka Workspace Ohio, LLC	330 West Spring Street, Suite 150	Columbus	OH	43215	614-227-5640	Randy Dupler
Environments 4 Business, LLC	3421 Ridgewood Road, Suite 150	Fairlawn	OH	44333	330-294-1380	Fred Chaney
FBS Corporate Solutions	2300 Bright Rd	Findlay	OH	45840	419-427-1704	Ken Schroeder
Seagate Office Products Inc.	1044 Hamilton Drive	Holland	OH	43528	419-861-6161	Jaclyn Leonardi
Fenton Office Supply Co.	PO BOX 2257; 111 West McElroy	Stillwater	OK	74076	405-372-5555	Terry Carpenter
L & M Office Furniture - Tulsa	4444 S 91st E Avenue	Tulsa	OK	74145	918-664-1010	Jim Stewart
Office Basics/B F Molz, Business Interiors	PO BOX 2230	Boothwyn	PA	19061	800-541-5855	John Leighton
Benjamin/Roberts Ltd.	240 North Prince Street	Lancaster	PA	17603	717-291-1001	Rob Bomberger
Cofco Office Furnishings	2200 N American Street	Philadelphia	PA	19133	610-416-4954	Joan Waters
Mt Lebanon Office Equipment Co.	1817 Banksville Road	Pittsburgh	PA	15216	412-344-4300	Jim Droney
Office Service Company	1009 Tuckerton Court	Reading	PA	19605	610-926-9850	Jeffrey Barbour
Stone Office Equipment Inc.	321-327 Pear Street	Scranton	PA	18505	570-342-1477	TJ Stone
Nittany Office Equipment Inc.	1207 S. Atherton Street	State College	PA	16801	814-238-0568	Paul Kerr
Fants Office Products	PO BOX 159	Anderson	SC	29622	864-226-3446	Larry Holcombe
Herald Office Solutions	PO BOX 1288	Dillon	SC	29536	843-774-5155	Becky Williams
A-Z Office Resource Inc.	PO Box 1317	Columbia	TN	38402	931-388-1536	M.G. "Butch" West Jr
Office Interiors of Memphis	7891 Stage Hills Boulevard, Suite 101	Memphis	TN	38133	901-372-0023	Bill Williams
My Office Products	22 Century Blvd, Ste 420	Nashville	TN	37214	877-696-7266	John Frisk
AFMA, Inc dba Austin Business Furniture	9300 United Drive, Suite 140	Austin	TX	78758	512-832-6400	Jay Femal
Wilton's Office Works	PO BOX 5040; 181 North Earl Rudder Freeway	Bryan	TX	77802	979-268-0062	Locke Pachall
Wilson Office Interiors	1444 Oak Lawn Avenue, Suite 545	Dallas	TX	75207	972-488-4100	John Young
Business Interiors	28 Concord, Suite C	El Paso	TX	79906	915-591-9393	Edward Howell
Contract Resource Group, LLC	7108 Old Katy Road, Suite 150	Houston	TX	77024	713-803-0100	Shannon A Meak.
Furniture for Business (The Wells Group Inc)	2323 West Sam Houston Parkway	Houston	TX	77043	713-464-7300	Robert A Wells
Pioneer Contract Services Inc.	8090 Kempwood	Houston	TX	77055	713-464-8200	Ed Fritcher
Plano Office Supply Company	705 Avenue K	Plano	TX	75074	972-424-8561	Richard Ruschhaupt
DC Interiors	6896A Alamo Downs Parkway, Suite 100	San Antonio	TX	78238	210-521-9900	Darlene Casias
Gateway Printing & Office Supply	11889 Starcrest Dr	San Antonio	TX	78247	956-383-3861	Lin Miller
Wilson Project Management, LLC	1400 New Castle Road	Southlake	TX	76092	817-771-9306	Lucy Smithey
Perry Office Plus	1401 N. 3rd Street; PO BOX 1200	Temple	TX	76501	254-778-4755	Harry B. Macey, III
Total Office Solutions, Inc.	3615 Franklin Avenue #328	Waco	TX	76710	254-235-8200	Bobby Sterling
Desks Inc. of Utah	3578 South State Street; PO BOX 651025	Salt Lake City	UT	84115	801-261-3961	Cory Landon
Interior Solutions	522 South 400 West	Salt Lake City	UT	84101	801-531-7538	Scott Wilcox
M B I Inc.	750 S 200 West; PO BOX 524	Salt Lake City	UT	84101	801-322-0444	Gary L Graham
Office Environments Intl.	2700 South Quincy Street, Suite 320	Arlington	VA	22206	703-578-1600	William Malone
Mega Office Furniture	PO BOX 1810	Ashland	VA	23005	804-412-2700	Patricia Barber
Bassett Office Supply	PO Box 558	Bassett	VA	24055	276-629-5351	John B Parcel
Smarter Interiors	2112 Tomlynn Street	Richmond	VA	23230	804-358-7979	Greg Campbell
Workplace Solutions, Inc.	317 Village Road, Suite 103	Virginia Beach	VA	23454	757-563-2845	Maryann Woods
Magee Office Products	PO BOX 280	Randolph	VT	05060	802-728-5521	Todd Winslow
Tri County Office Interiors	1205 Commercial Street	Bellingham	WA	98225	360-734-1470	Jon E. Rawitzer
Coast Office Equipment	PO BOX 3	Olympia	WA	98507	360-943-1201	Satoshi Ichita
Commercial Office Interiors	2601 Fourth Avenue, Suite 700	Seattle	WA	98121	206-448-7333	Doug Sackville
Kershaws Inc.	119 S Howard Street	Spokane	WA	99201	509-456-6500	Damien Mangano
Henricksen & Company Inc.-Milwaukee	3070 Gateway Road	Brookfield	WI	53045	262-781-9090	Mike Assell
Eau Claire Business Interiors	2224 Mercantile Drive	Eau Claire	WI	54703	715-833-2300	Dave Robarge

Dealer List

Henricksen & Company Inc.-Madison	5202 Eastpark Boulevard, Suite 102	Madison	WI	53718	608-244-1400	Mike Assell
Emmons Business Interiors LLC	PO BOX 206	Stevens Point	WI	54481	715-345-8933	Robert Anderson
Parkersburg Office Supply Co.	PO BOX 344; 326 5th Street	Parkersburg	WV	26101	304-485-5466	John Garrison

6. Required Forms

Allsteel®

COUNTY OF DU PAGE, ILLINOIS

DuPage County Procurement Services

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201

REQUEST FOR PROPOSAL:	**P15-150-DT**	**PROPOSAL ISSUE DATE:**	**09/11/15**
PROPOSAL DESCRIPTION:	**SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES**		
PROPOSAL OPENING DATE:	**10/14/15**	**PROPOSAL OPENING TIME: 2:00 p.m.**	
SUBMIT 1 ORIGINAL PLUS 4 COPIES		**BOND REQUIRED: YES**	

PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE RECEIVED AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE PROPOSALS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE PROPOSERS:
You are hereby invited to submit your proposal for the services to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

PRE-PROPOSAL MEETING

A Pre-Proposal Meeting is scheduled for **SEPTEMBER 29, 2015 at 11:00 a.m.** Local Time, in the **DuPage County Conference Room 1-500B, DuPage County Administration Center, 421 North County Farm Road, Wheaton, IL 60187**. This meeting will also have available telephone conferencing for Proposers unable to attend. The conference call must be arranged by the Proposer 24 hours prior to the scheduled meeting by calling the Buyer, Debby Thompson at 630-407-6184, no later than September 28, 2015 at 11 :00 a.m. Central Time for the specifics for the Conference Call.

The original proposal and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All proposals are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Proposals must be delivered and time stamped, prior to the public proposal opening date and time, to:	**DU PAGE COUNTY PROCUREMENT SERVICES DIVISION** **421 NORTH COUNTY FARM ROAD, ROOM 3-400** **WHEATON, IL 60187-3978**

Any communication regarding this invitation between the date of issue and date of award is required to go through the Proposal Coordinator or the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor).
Unauthorized contact with other DuPage County staff or officers is strictly forbidden.

BUYER:	Debby Thompson, CPPB	PHONE:	(630) 407-6184
EMAIL:	dthompson@DuPageCo.org		

FULL NAME OF PROPOSER	Allsteel Inc.
PROPOSER CONTACT PERSON	Steve Sparks, VP, Higher Education - State & Local Government
TELEPHONE NUMBER	563-299-7971

FACSIMILE AND/OR E-MAIL TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED

COUNTY OF DU PAGE, ILLINOIS

PROPOSAL P15-150-DT
PROPOSAL FORM
SYSTEMS FURNITURE, FREE STANDING FURNITURE,
SEATING, FILING EQUIPMENT, INTERIOR FURNITURE
RELATED PRODUCTS AND SUPPORT SERVICES

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Proposer	Allsteel Inc.
Main Business Address	2210 Second Avenue
City, State, Zip Code	Muscatine, Iowa 52761
Telephone Number	563-272-4800
Fax Number	563-272-4887
Proposal Contact Person	Steve Sparks
Email Address	SparksSteve@allsteeloffice.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- ☐ the Owner/Sole Proprietor
- ☐ a Member of the Partnership
- ☒ an Officer of the Corporation
- ☐ a Member of the Joint Venture

herein after called the Proposer and that the all of the Partners of the Partnership, Officers of the Corporation or Member of the Limited Liability are as follows:

Brandon Sieben
(President, CEO, Partner or Member)

Kurt A. Tjaden
(Vice-President, Partner or Member)

Steven M. Bradford
(Secretary, Partner or Member)

Todd C. Birlingmair
(Treasurer, Partner or Member)

(If additional Officers, Partners, or Members, list on an attached sheet.)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. __1____, ____2_____, and ____3_____ issued thereto;

COUNTY OF DU PAGE, ILLINOIS

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate.

Further, the undersigned certifies that the Proposer is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Proposer may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the Proposer certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Proposer, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

No Proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Allsteel Inc.
Company Name

Name: Brandon Sieben

2210 Second Avenue
Address

Title: President

Muscatine Iowa 52761
City State Zip

Phone: 563-272-4800

Fax: 563-272-4887

Signature of Person Authorized to Sign

Alicia Payne
Printed Name

Email: PayneA@allsteeloffice.com

Proposal Coordinator
Title

36-0717079
Federal Tax ID

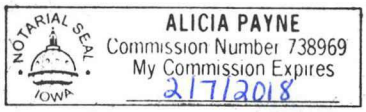
Acknowledged before me by Brandon Sieben (name) as President (title)

of Allsteel Inc. (company) this 3rd (day) of November, 2015.

Notary Signature: Alicia Payne

My Commission Expires: 2/7/2018

Affix Seal



VENDOR ETHICS DISCLOSURE

On January 12, 2010, the DuPage County Board adopted amendments to Ordinance OFI-003B-04, the DuPage County Ethics Ordinance.

Section 2-417 "Contractor Disclosure", requires that certain information be provided by vendors who contract with or are seeking to contract with the County to provide goods or services.

All requisitions and change orders require that the vendor provide the most current information as detailed on the "Vendor Ethics Disclosure Statement" form.

The Vendor Ethics Disclosure Statement and instructions can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

Continuing Disclosure: It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

Failure to Comply: Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

Contribution: A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Gift: Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

Multi-year contracts: Those contracts with duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

Prohibited Source: Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.

EXAMPLE

Required Vendor Ethics Disclosure Statement

Company Name:	Allsteel Inc.		
Company Contact:	Steve Sparks	**Contact Phone:**	563.299.7971
Bid/Contract/ PO:	RFP# P15-150-DT		

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess **$25,000**, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:
If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
NONE				

Attach additional sheets if necessary. Sign each added sheet and number each page __ (#) of __ (total pages).

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
Steve Sparks	563-299-7971	SparksSteve@allsteeloffice.com
Paul Drawbaugh	563-299-6045	DrawbaughP@allsteeloffice.com
Cindy Hermann	563-272-4441	HermannC@allsteeloffice.com

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature _____

Printed Name Brandon Sieben

Title President

Date 11-3-2015

Page 1 of _____ ***Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.***

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Allsteel Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2210 Second Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Muscatine, IA 52761

County of DuPage

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

or

Employer identification number
3	6	–	0	7	1	7	0	7	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶** November 3, 2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

REFERENCES

The bidder must list references for the last three (3) completed projects, listing company name, address, contact person, telephone number and date of completion. Additional references may be required. If bidder is a new business, provide references that will enable the County to determine if bidder is responsible.

COMPANY NAME:	Wayne State University
ADDRESS:	5700 Cass Avenue, Suite 4200
	Detroit, Michigan 48202
CONTACT PERSON:	Val Kreher, Senior Buyer
TELEPHONE NUMBER:	313-577-3734
DATE OF COMPLETION:	ongoing

COMPANY NAME:	Ohio State University
ADDRESS:	2650 Kenny Road
	Columbus, Ohio 43210
CONTACT PERSON:	Cris Penn, Associate Director of Purchasing
TELEPHONE NUMBER:	614-688-4940
DATE OF COMPLETION:	ongoing

COMPANY NAME:	Palomar College
ADDRESS:	1140 West Mission Road
	San Marcos, California 92069
CONTACT PERSON:	Jenny Akins, Purchasing and Warehouse Supervisor
TELEPHONE NUMBER:	760-744-1150 ext. 2139
DATE OF COMPLETION:	ongoing

STATE THE NUMBER OF YEARS IN BUSINESS:	103 years
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	1,942 Employees

Please refer to Section 5. Qualifications and Experience under References of our bid response for a complete list of client references.

EXAMPLE

3.1 Company

A. Brief history and description of your company.

Please see Company History in the Qualifications & Experience section of this response.

B. Total number and location of sales persons employed by your company.

Please see the Sales Member Listing in the Qualifications & Experience section of this response.

C. Number and location of support centers (if applicable).

Please see Support Centers in the Qualifications & Experience section of this response.

D. Annual sales for the three previous fiscal years.

Allsteel Inc. is wholly-owned by HNI Corporation and does not disclose financial information about its sales. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI.

In fiscal 2014, HNI Corporation had net sales of $2.2 billion, of which approximately $1.7 billion or 78% was attributable to office furniture products.

HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet, which is the best available rating.

HNI Corporation had the following revenues for the past 3 years:
2014 - $2,222,695,000
2013 - $2,059,964,000
2012 - $2,004,003,000
2011 - $1,833,450,000

E. Submit your FEIN and Dunn & Bradstreet report.

Allsteel's FEIN is 36-0717079 and D&B number is 120316711. Please refer to the end of this section for a copy of the most recent D&B report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

Please see General Requirements in the Method of Approach section of this response.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Allsteel Inc. has an extensive network of certified servicing partners, providing coverage to support our high standards for service and delivery, regardless of geographic location. The staff at each dealership participates in professional training to ensure the people that specify and sell Allsteel products are knowledgeable. Our well-trained, dedicated servicing partners are skilled at managing deliveries and installation, and providing a full range of services.

The staff at each dealership participates in Masters training modules presented by the Allsteel Account Manager, as well as other on-line training. Installers are required to attend and pass product installation certification training in order to be considered "Certified" installers

We refer to our dealers as "partners", because the relationship is truly a partnership between the manufacturer and the dealer at the local level. This partnership is one of the reasons that Allsteel continues to gain market share. Allsteel supports each dealership with ongoing training, product literature, a customer support team, a dealer development group, and a local Allsteel Account Manager.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Complete contact information for our authorized dealer partners is available at the end of the Qualifications & Experience section labeled Dealer List.

D. State any return and restocking policy and fees, if applicable, associated with returns.

Please see Returns & Restocking in the Price Proposal section of this response.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Please see General Requirements in the Method of Approach section of this response.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include,

but not limited to:

i. Creation and distribution of a co-branded press release to trade publications within first 10 days
ii. Announcement, contract details and contact information published on the company website within first 30 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
viii. Dedicated National IPA internet web-based homepage with:

- **National IPA standard logo;**
- **Copy of original Request for Proposal;**
- **Copy of contract and amendments between Principal Procurement Agency and Supplier;**
- **Summary of Products and pricing;**
- **Marketing Materials**
- **Electronic link to National IPA's online registration page;**
- **A dedicated toll free number and email address for National IPA**

During the first 90 days of award Allsteel will do the following to increase sales with State, City, Counties, Colleges, Universities and Nonprofit Organizations through the effective use of National IPA contract. This will be accomplished as follows:

Educations & Training

1. Meet with National IPA leadership to educate them on Allsteel products, process and procedures. Q2 2016.
2. Meet with all National IPA field sales members to educate them on the benefits of Allsteel. – Q2 2016
3. Reinforce National IPA contract to Field Sales Members during our upcoming National Sales Meeting
4. Work with Allsteel RM's to develop the sales plan for assigned dealer partners
5. Train all RPM's at Allsteel HQ on products and process – Q2 2016
6. Leverage current selling team MM/BDM/DSRs to educate clients on advantages of using National IPA.

Marketing Activities

1. Communicate National IPA award in press release within first 10 days

2. Announce award through Allsteel social media in the first 10 days
3. Review shows/events that Allsteel should attend in 2016 both Allsteel and dealer partners (Currently committed to NIGP for 2016 but will commit to show with National IPA group in 2017 and beyond)
4. Review show dates with dealer partners and determine where to show in 2017
5. Introduce current marketing material to dealer partners – (develop by end of Q2 2016) and distribute to dealer partners.
6. Develop National IPA/Allsteel selling sheet during Q2 2016
7. Develop National IPA website and link to Allsteel material
8. Work with Allsteel Marketing to design and material for national publications to promote National IPA. Budget for 2017.
9. Launch new 4 page National IPA "Higher Education" piece
10. Co-brand new 36 page "Active Learning Guide" with National IPA during Q2 2016 Attached below is the Allsteel "Active Learning Guide".

Sales Activities

1. Schedule focused selling events in each Allsteel region with appropriate RM & RME.
    a. Focus on top 8-10 current customers
    b. Focus on top 5 public universities in appropriate market
    c. Identify and focus on key non-profit organization.
2. Focus on "super users" with multiple contract who are not familiar with Allsteel
3. Focus on public universities and colleges in appropriate Allsteel regions with the National IPA RME's
4. Train dealer sales reps on the benefits of driving business through National IPA – Q2 & Q3 2016

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Allsteel will work to position National IPA as one of premier coops as we have done with TCPN. Please see attached TCPN agreement and pricing matrix at the end of this section.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Allsteel agrees to provide our company logo for agreed upon marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited by a Principal Procurement

Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive contract

Agree and understood.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

Agree and understood.

G. Provide contact information for the person(s), who will be responsible for:
i. Marketing
ii. Sales
iii. Sales Support
iv. Financial Reporting
v. Contracts

i. Marketing
Name: Lynda Whittle
Title: Vice President, Marketing
Phone: 563-299-3453
Fax: 563-272-4887
Email: WhittleL@allsteeloffice.com

ii. Sales and iii. Sales Support
Name: Steve Sparks
Title: Vice President, Higher Education - State & Local Government
Phone: 563-299-7971
Fax: 563-272-4887
Email: SparksSteve@allsteeloffice.com

iv. Financial Reporting
Name: Evelyn Staker
Title: Controller
Phone: 563-272-7330
Fax: 563-272-4887
Email: StakerE@allsteeloffice.com

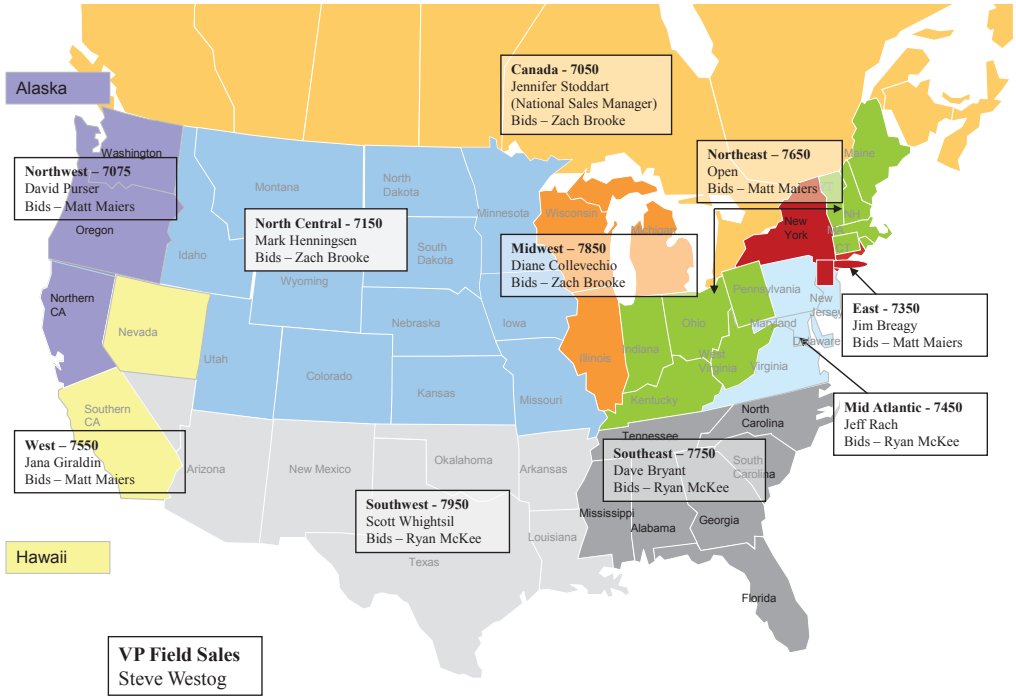
v. Contracts
Name: Cindy Hermann
Title: Government Business Administrator
Phone: 563-272-4441

Fax: 563-272-4887
Email: HermannC@allsteeloffice.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Allsteel Inc. is a nationally distributed company with 8 regions with an average of 12+ sales members per region. Each region is made up of the following sales members:

Market Managers (MM) - focus on dealer distribution and development
Business Development Manager (BDM) - focus on developing new end user customers which would include state agencies and universities and work with our dealer partners to close the sale.
A&D Representatives - focused on A&D firms to develop specifications for Allsteel projects.
Resource Managers – manager the Allsteel showrooms throughout the US.
Region Managers – focused on developing their team of sellers to penetrate existing and new clients in a given geographic area.
Steve Sparks – Vice President, Higher Education and State/Local Government
Steve Westog – Vice President, Field Sales.
Kris Yates - Vice President, Sales - Allsteel Inc.



Region Map 2015
Updated 5/18/15

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

Allsteel sales members will work with the appropriate National IPA managers and sellers to develop local selling plan and strategies to sell and services new and current National IPA clients.

This will be done so on a quarterly basis with region manager's from both organizations with the support from our over 220 dealer partners and over 1,500 dealer sales professionals in the US.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

Allsteel will manage the overall national program through a team of individuals within our government accounts administration team. This group will oversee the National IPA agreement to ensure proper client additions, new product additions, promotions, website development/maintenance and reporting on a monthly basis.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Allsteel Inc. is wholly-owned by HNI Corporation and HNI does not disclose financial information about its sales by operating company. Federal and state and local government business represent significant sales for HNI Corporation.

Please see our client references included in the Qualifications & Experience section of this response.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Information on Allsteel's products and services along with environmental, ergonomics, and workplace solutions information is readily available online on Allsteeloffice.com. Allsteel Dealers utilize the Internet to submit all orders and have online ability to track order status, review invoices, and obtain other customer-specific information. Allsteel is also equipped to support many common electronic ordering platforms and Enterprise Resource Planning (ERP) systems. We will make every effort to work with dealers and customers to provide online capabilities as needed.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

$ 400,000.00 in year one
$ 800,000.00 in year two

$1,200,000.00 in year three

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Allsteel Inc. would like to propose the following exceptions to the original RFP language noted at the end of Exhibit B, National IPA Administration Agreement in this section.

DNBi® Risk Management

Printed By: Jessica Baudoux
Date Printed: January 26, 2015

Account : ALLSTEEL INC

D-U-N-S® Number: 12-031-6711 - ALLSTEEL INC.
Account Number: 348014
Trade Names: (SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA)
Endorsement/Billing Reference: baudouxj@allsteeloffice.com

D&B Address	
Address	2210 Second Ave Muscatine, IA, US - 52761
Phone	563 272-4800
Fax	563-262-4887
Location Type	Headquarters (Subsidiary)
Web	www.cms.allsteeloffice.com/contact-us

Account Address	
Address	2210 2nd Avenue-Att:Evelyn Sta MUSCATINE, IA, US - 52761
Phone	
Fax	

Assigned to: Credit Department
Account Created: 06/23/2010
Last View Date: 05/23/2013
Last Import Date: 06/22/2010
Endorsement : baudouxj@allsteeloffice.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®	76	Paying 6 days past due
Commercial Credit Score Percentile	57	Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	49	Moderate Risk of severe financial stress.
D&B Viability Rating	2 1 B Z	View More Details
Bankruptcy Found	No	
D&B Rating	1R3	1R indicates 10 or more Employees, Credit appraisal of 3 is fair

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

2
Days

Dollar-weighted average of **29** payment experiences reported from **19** Companies

Recent Derogatory Events

	Nov-14	Dec-14	Jan-15
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

2
Days

Dollar-weighted average of **29** payment experiences reported from **19** Companies

Recent Derogatory Events

	Nov-14	Dec-14	Jan-15
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

D&B Viability Rating

2	**Viability Score: 2**
1	**Portfolio Comparison: 1**
B	**Data Depth Indicator: B**
Z	**Company Profile: Z** **Subsidiary**

Current Credit Terms

Actual Credit Limit(USD)	Not Set
Previous Credit Limit(USD)	Not Available
Actual Payment Terms	Not Set
Actual Early Payment Discount	Not Set
Actual Term Status	Not Set
Total Outstanding	0.00
Credit Limit Remaining	

Company Overview

This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist	Y
Chief Executive	JEFF LORENGER, PRES
Year Started	1912
Employees	1600 (140 Here)
Financing	SECURED
SIC	2522
Line of business	Mfg nonwood office furn
NAICS	337214
History Status	CLEAR

FirstRain Company News

- The HON Company does not rent or sell the
  2015-01-20T06:40:06 CST 6:40 AM-HON Company
- The HON Company – Office Furniture
  2015-01-20T06:39:24 CST 6:39 AM-HON Company
- Information contained on this site applies only

2

- The HON Headquarters Showroom
  2015-01-20T06:38:25 CST 6:38 AM-HON Company
- HNI Corporation Fourth Quarter And Year-End
  2015-01-15T19:59:39 CST 7:59 PM-HNI Corporation
- New and Used Allsteel #19 Used Task Chair
  2015-01-09T15:04:43 CST 3:04 PM-National Office

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	14	11/03/14

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Corporate Linkage

This is a **Headquarters (Subsidiary)** location

ALLSTEEL INC.
Muscatine , IA
D-U-N-S® Number 12-031-6711

The Parent Company is
HNI CORPORATION
Iowa
D-U-N-S® Number 00-526-9709

Corporate Linkage

Parent

Company	City , State	D-U-N-S® NUMBER
HNI CORPORATION	MUSCATINE , Iowa	00-526-9709

Subsidiaries (Domestic)

Company	City , State	D-U-N-S® NUMBER
DELVE INTERIORS, LLC	GREENSBORO , North Carolina	09-616-3746
IAW LLC	ATLANTA , Georgia	12-492-4163
COMPASS OFFICE SOLUTIONS LLC	HOLLYWOOD , Florida	62-700-1535

Subsidiaries (International)

Company	City , Country	D-U-N-S® NUMBER
Amovo Workplace Enviroments Inc	MARKHAM , CANADA	24-421-2911

Branches (Domestic)

Company	City , State	D-U-N-S® NUMBER
ALLSTEEL INC.	LOS ANGELES , California	01-052-4598
ALLSTEEL INC.	NEW YORK , New York	01-052-4614
ALLSTEEL INC.	SAN FRANCISCO , California	04-345-7964
ALLSTEEL INC.	MUSCATINE , Iowa	36-109-7855
ALLSTEEL INC.	WASHINGTON , District of Columbia	13-643-7881
ALLSTEEL INC.	MUSCATINE , Iowa	60-131-0217
ALLSTEEL INC.	ATLANTA , Georgia	79-629-5140
ALLSTEEL INC.	BOSTON , Massachusetts	07-042-8590
ALLSTEEL INC.	SANTA MONICA , California	06-698-0180
ALLSTEEL INC.	DALLAS , Texas	62-142-9039
ALLSTEEL INC.	MANASSAS , Virginia	01-414-8784

Branches (International)

Company	City , Country	D-U-N-S® NUMBER
Allsteel Inc	TORONTO , CANADA	20-219-5090
Allsteel	TORONTO , CANADA	24-989-7427

Affiliates (Domestic)

Company	City , State	D-U-N-S® NUMBER
HNI INTERNATIONAL INC.	MUSCATINE , Iowa	00-231-0220
PAOLI LLC	ORLEANS , Indiana	00-636-4764
MIDWEST FOLDING PRODUCTS CORP.	MIDLOTHIAN , Illinois	01-370-6601
MAXON FURNITURE INC.	MUSCATINE , Iowa	06-769-4315
ARTCO-BELL CORPORATION	TEMPLE , Texas	07-262-2830
SAGUS INTERNATIONAL, INC.	OAK BROOK , Illinois	12-833-6661
HICKORY BUSINESS FURNITURE, LLC	HICKORY , North Carolina	12-804-5148
THE HON COMPANY LLC	MUSCATINE , Iowa	14-781-4735
THE GUNLOCKE COMPANY L L C	WAYLAND , New York	19-993-6550
MONESSEN HEARTH SYSTEMS COMPANY	PARIS , Kentucky	86-781-4444
HEARTH & HOME TECHNOLOGIES, LLC	LAKEVILLE , Minnesota	96-283-1095
HICKORY BUSINESS FURNITURE, INC.	MUSCATINE , Iowa	02-095-3638
HNI TECHNOLOGIES INC.	MUSCATINE , Iowa	83-170-1292
CONTRACT RESOURCE GROUP LLC	HOUSTON , Texas	96-102-3850

Affiliates (International)

Company	City , Country	D-U-N-S® NUMBER
HNI Technology Service (Shenzhen) Co., Ltd.	SHENZHEN , CHINA	54-532-3912
Hon Internacional de México, S. de R.L. de C.V.	CIENEGA DE FLORES , MEXICO	58-813-3301
HNI ASIA LLC, TAIWAN BRANCH(USA)	Taipei City , TAIWAN	65-864-9376
HNI Hong Kong Limited	NORTH POINT , HONG KONG	66-936-9142
Hon Industrias, S. de R.L. de C.V.	MONTERREY , MEXICO	81-255-8930

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	ALLSTEEL INC.
Doing Business As :	(SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA)
Street Address:	2210 Second Ave Muscatine , IA 52761
Phone:	563 272-4800
Fax:	563-262-4887
URL:	http://www.cms.allsteeloffice.com/contact-us
History	Is clear
Present management control	103 years

History

The following information was reported: **08/19/2014**

Officer(s): JEFF LORENGER, PRES

DIRECTOR(S) : THE OFFICER(S)

The Illinois Secretary of State's business registrations file showed that Allsteel Inc. was registered as a Corporation on January 2, 2000.
Business started 1912 by Charles H Lembke and John Knell. 100% of capital stock is owned by parent.
JEFF LORENGER. He joined HNI Corporation in 1998 and has since held multiple executive level positions, including Vice President, Sales and Marketing for The HON Company, Vice President, General Counsel and Secretary for HNI Corporation, and Vice President. .

SISTER SUBSIDIARIES :
The following are also subsidiaries of the company's parent, HNI Corporation:
(1) The HON Company, Muscatine, IA, DUNS #-781-4735. Operates as a manufacturer of office furniture and wooden chairs.

(2) Maxon Furniture Inc, an Iowa Corporation.

(3) The Gunlocke Company LLC, an Iowa Corporation.

(4) Holga Inc, an Iowa Corporation.

(5) Paoli Inc, an Iowa Corporation.

(6) Omni Workspace Company, Minneapolis, MN, DUNS #-438-7408.

Operations

08/19/2014

Description:

Subsidiary of HNI Corporation, Muscatine, IA which operates as a manufacturer of furniture. Parent company owns 100% of capital stock. Parent company has numerous other subsidiary(ies).

As noted, this company is a subsidiary of HNI Corporation, Muscatine, IA, DUNS number 00-526-9709, and reference is made to that report for background information on the parent company and its management.

Manufactures non-wooden office furniture, chairs, benches or stools, cabinets or filing drawers and desks or tables (100%).

Terms are Net 30 days. Sells to commercial concerns. Territory : International.

Employees:	1,600 which includes officer(s). 140 employed here.
Facilities:	Occupies premises in a commercial building.
Location:	Operates in a well traveled business section.
Branches:	Maintains a Branch at Hwy 61 North, Muscatine, IA.

SIC & NAICS

SIC:
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.
The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.
2522 0000 Office furniture, except wood
2522 0100 Office chairs, benches, and stools, except wood
2522 0300 Office cabinets and filing drawers, except wood
2522 0400 Office desks and tables, except wood
NAICS:

337214 Office Furniture (except Wood) Manufacturing
337214 Office Furniture (except Wood) Manufacturing
337214 Office Furniture (except Wood) Manufacturing
337214 Office Furniture (except Wood) Manufacturing

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Allsteel®

TCPN™
The Cooperative Purchasing Network

Overview of TCPN (The Cooperative Purchasing Network)

Allsteel is proud to hold a contract with The Cooperative Purchasing Network (TCPN). TCPN is a Group Purchasing Organization (GPO's).

The purpose of a GPO is to allow its members to join together to leverage purchases in order to acquire goods and services at lower prices. GPO's are not resellers, but rather contract negotiators. End users are entitled to purchase through these negotiated contracts at the price and terms so specified.

GPO's are a non-profit instrumentality of government that assists public agencies in reducing the cost of goods and services through pooling the purchasing power of public agencies nationwide. This is accomplished through competitively solicited contracts for quality products through lead public agencies.

The advantages of participating with a GPO include most favorable public agency pricing, no cost to participate and a broad range of high quality products. Participation in a GPO is not required of public entities. However, participation by government entities provides the legally required competition for contracts for commonly purchased items thereby saving the public entity the cost of going through the competitive process. Vendors with GPO awarded contracts have agreed to provide the best pricing, terms and conditions available to similar customers. Purchasing agencies often find that purchasing through a GPO offers price levels that a single agency cannot achieve on their own.

The total cost of the GPO contracts with Allsteel is funded through a fee paid by Allsteel that is based on a percentage of sales. The GPO does not charge any membership fees to participating entities.

Public agencies can use the program without going out for solicitation. All Allsteel GPO contracts have been competitively solicited by a lead public agency in accordance with their public purchasing rules and regulations. Each solicitation contains language which advises all suppliers that the subsequent contract may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction, "Joint Powers Authority" or "Cooperative Procurement" program. Although each government may have different purchasing procedures to follow, applying these competitive principals satisfies the competitive solicitation requirements of most state and local government agencies.

State statutes and, if applicable, local ordinances generally allow one government agency to purchase from contracts competitively solicited by another government agency ("Lead Public Agency"). This requires the consent of all parties including Allsteel, the Lead Public Agency and the government agency purchasing from the Lead Agency Contract. Allsteel TCPN contract is established to meet both the competitive solicitation and consent requirements.

This contract is available to public and private schools, colleges and universities, cities and counties, states and other public entities. They are also available to 501(C)(3) non profit agencies providing a service on behalf of a government entity.

TCPN provides a website that details the Lead Public Agency Authority, participating suppliers, discounts, FAQ's, and contact information.

For additional information, or to become a member of TCPN please go to: www.tcpn.org

Your local Allsteel Sales Representative and your Authorized Allsteel Dealer is at your service to explain the TCPN program, discuss planning options and to provide quotes for products and services.

Allsteel®

Product and Discount Schedule

Products	Combined List Per Order	Discount From List
Stride Systems, Terrace DNA, Concensys, Optimize, Further, Involve Casegoods, Stride Desking, Stride Benching, Pedestals, Overheads, Worksurfaces, Electrical & Accessories, Altitude Tables	$1 - $100,000	69.5%
	$100,001 - $400,000	71.0%
	$400,001 and above	Negotiable
Lateral Files, Vertical Files, Storage (Towers/Bookcases/Cabinets) Align Laterals, Align Storage, Align Credenzas, Stride Storage, Involve Storage	$1 - $100,000	64.0%
	$100,001 - $400,000	65.0%
	$400,001 and above	Negotiable
Trooper®, Tolleson, & Nimble® Seating	$1 - $100,000	64.0%
	$100,001 - $400,000	64.0%
	$400,001 and above	Negotiable
#19®, Relate®, Sum® Scout®, Seek™, Inspire™, Access Seating	$1 - $100,000	61.0%
	$100,001 - $400,000	61.0%
	$400,001 and above	Negotiable
Acuity® and Mimeo Seating	$1 - $100,000	58.0%
	$100,001 - $400,000	58.0%
	$400,001 and above	Negotiable
Get Set, Merge®, & Aware Tables	$1 - $100,000	64.0%
	$100,001 - $400,000	64.0%
	$400,001 and above	Negotiable
Gather™ Seating and Tables, Harvest Tables, Clarity Seating, New Product Offering	$1 - $100,000	51.0%
	$100,001 - $400,000	54.0%
	$400,001 and above	Negotiable
Wood Casegoods (Align Wood), Stride Painted Wood Storage	$1 - $100,000	60.0%
	$100,001 - $400,000	60.0%
	$400,001 and above	Negotiable
Accessories (Wand and Link Lights, Ergonomic Tools)	$1 - $100,000	55.0%
	$100,001 - $400,000	57.0%
	$400,001 and above	Negotiable
Express Solutions®: Same discounts apply, plus addition of 2.5% list surcharge, non-discountable. Products introduced after implementation of agreement will be priced and discounted on a case-by-case basis. Current price list at time of order placement will apply.		

TCPN®
The Cooperative Purchasing Network

Higher Education

Allsteel®

TCPN®
The Cooperative Purchasing Network

Allsteel Workplace Solutions

At Allsteel, we start with the premise that creating a better work environment isn't just about designing furniture. It's about understanding the changing learning environment and finding ways to help customers adapt quickly. It's about understanding people and designing solutions that not only meet their needs, but also inspire them. It's about having a commitment to the environment and finding ways to do more with less by choosing processes and materials that reduce, reuse, recycle, and extend durability, without compromising functionality or aesthetics.

Allsteel has developed relevant workplace solutions and resourceful business practices that differentiate our company from our competitors and make us a leader in our industry.

What's Happening in Education

Allsteel is dedicated to tracking and working with current trends in higher education. Our creative furniture solutions embrace the entire floorplan and help support students and staff as their needs change. Some challenges currently facing the higher education market are:

- Changing student demographics
- Upgrading facilities to attract and retain students
- Creating to active learning environments
- Increasing classroom collaboration
- Flexibility to change classroom layouts
- Increasing group study space

Allsteel®

TCPN®
The Cooperative Purchasing Network

Why TCPN?

The Cooperative Purchasing Network (TCPN) is a national government purchasing cooperative whose contracts have been competitively bid and awarded by a governmental entity serving in the lead agency role for commonly purchased goods and services. For additional information, or to become a member of TCPN, please go to www.tcpn.org.

Allsteel's TCPN Contract

Allsteel's TCPN contract information:

- Allsteel Contract Number: #R142201
- Contract Term: May 1, 2014 through April 30, 2018
- Pricing: Discounted from current Allsteel commercial price lists in effect at time of order entry
- Delivery: Lead times are 60 days ARO, but standard commercial lead times will apply
- Freight: All orders are freight prepaid, FOB destination

Your local Allsteel Sales Representative and your Authorized Allsteel Dealer are available to explain the TCPN program, discuss planning options, and provide quotes for products and services.

TCPN®
The Cooperative Purchasing Network

Stride®

Terrace DNA®

Further™

Allsteel®

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this 1st day of April 2016, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and Allsteel Inc. (herein "Supplier").

RECITALS

WHEREAS, the Allsteel Inc. (herein "Principal Procurement Agency") has entered into a Master Agreement dated November 4, 2015, Agreement No P15-150-DJ by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of Office Furniture & Services (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that enter into (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

EXAMPLE

days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports

submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
725 Cool Springs Blvd
Suite 100
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
Signature	Signature
Brandon Sieben	Ward H. Brown
Name	Name
President	Chief Operating Officer
Title	Title
November 3, 2015	
Date	Date

Please see the following pages for a list of our exceptions to the original RFP language.

COUNTY OF DuPAGE, ILLINOIS - REQUEST FOR PROPOSAL #P15-150-DT

Contract Exceptions

Allsteel Inc. would like to propose the following exceptions to the original RFP language. Our changes to the original RFP text are noted below in red.

Page 21, Section 3 - Pricing

PRICING: Pricing will be discount off of manufacturer's identified price list. New price lists may be submitted in writing for approval at any time. Price list and adjustments shall be submitted to the County of DuPage for approval thirty (30) days prior to implementation.

Page 45, Section 2.1 - Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement will be one of the ~~is~~ Supplier's primary "go to market" strateg~~y~~ies for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Page 46, Section 2.2 - Pricing Commitment

Replace the existing language with the following:

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide for the specified goods or services at the time the vendor submits their proposal. For the purposes of this definition, comparisons for the "lowest available (net to buyer)" shall be compared to other cooperatives, state and local contracts, buying the same product mix, for the same geographical areas, under the same terms and conditions.

Page 46, Section 2.3 - Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. ~~Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.~~

Page 46-47, Section 3.3 - Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of your company's primary go to market strateg~~y~~ies for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as one of the primary ~~the~~ public sector go-to-market strateg~~y~~ies within first 10 days

Page 47, Section 3.3.B - Marketing and Sales

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement. Except for the NIGP show, attendance at all other supplier-specific trade shows, conferences, and meetings as specified shall be at the suppliers' discretion.

Page 47, Section 3.3 - Marketing and Sales

C. ~~Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.~~ Our goal is to work with National IPA to mutually expand our sales within the market. Allsteel will transition existing public agencies to the National IPA contract upon customer's request. Allsteel will forward any new account information gained from the contract to National IPA.

Page 48, Section 3.3 - Marketing and Sales

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited by a Principal Procurement Agency
ii. Competitive ~~Best~~ government pricing
iii. No cost to participate
iv. Non-exclusive contract

Page 48-49, Section 3.3 - Marketing and Sales

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. ~~Respond with pricing higher than Master Agreement only i~~In the ~~unlikely~~ event that the Public Agency refuses to utilize Master Agreement or does not notify Supplier they want to use the Master Agreement, the Supplier may provide pricing under an alternative agreement.
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Our goal is to work with National IPA to mutually expand our sales within the market. Allsteel commits the National IPA contract will be one of our primary go-to-market contracts, similar to our TCPN contract.

Page 52-53, Section 12 - Monthly Reporting & Fees

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may ~~engage a third party to~~ conduct an ~~independent~~ audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.