



# RFP Response

National Cooperative Purchasing Alliance

RFP # 24-22



**National Cooperative Purchasing Alliance**

# Tab 1 – Master Agreement

## General Terms and Conditions

---

- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposal should address the following warranty information:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- Products
  - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
  - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
  - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

---

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
  - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
  - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.



◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

---

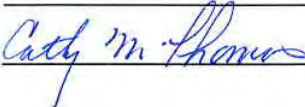
- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References and Experience (15 points)
  - A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
  
- ◆ Value Added Products/Services Description, (10 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
  
- ◆ Innovation (10 points)
  - Past Innovation, how it affected sales
  - Future Innovation in the pipeline

# Signature Form

---

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	MIEN Company Inc.
Address	2547 3 Mile Rd Ste F
City/State/Zip	Grand Rapids, MI 49534
Telephone No.	814-342-7000
Fax No.	855-422-9197
Email address	support@visitmien.com
Printed name	Cathy M Thomas
Position with company	Contracts Manager
Authorized signature	

---

## Tab 2 – NCPA Administration Agreement

---

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Mien Company Inc (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-107, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

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

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

<b>Entity Name</b>	<b>Zip Code</b>	<b>State</b>	<b>PO or Job #</b>	<b>Sale Amount</b>

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

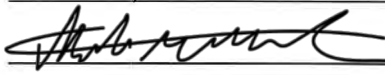
<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

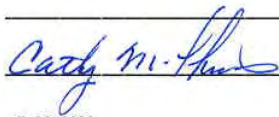
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- 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 such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
 Title: Director, Business Development  
 Address: PO Box 701273  
Houston, TX 77270  
 Signature:   
 Date: September 1, 2022

**Vendor:**

MIEN Company Inc  
 Name: Cathy M. Thomas  
 Title: Contracts Manager  
 Address: 2547 3 Mile Rd Ste F  
Grand Rapids, MI 49534  
 Signature:   
 Date: 7.19.2022

# Tab 3 – Vendor Questionnaire

---

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

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

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |                                                         |                                                   |
|---------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico              |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands      |
| <input type="checkbox"/> Midway Islands                 |                                                   |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Grand Rapids, State of MI

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
  - Manufacturer Direct  Certified education/government reseller
  - Authorized Distributor  Manufacturer marketing through reseller
  - Value-added reseller  Other: \_\_\_\_\_

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Accounts Payable Andrea Seaburn / Sales Reports Cathy M. Thomas  
Title: Andrea Sherburn Project Manager / Cathy M Thomas Contracts Manager  
Company: MiEN Company Inc  
Address: 25473 3 Mile Rd State F  
City: Grand Rapids State: MI Zip: 49534  
Phone: 814-342-7000 Email: Cathy M Thomas support@visitmien.com  
Andrea Sherburn ahserburn@miencompany.com



▪ Purchase Orders

Contact Person: Andrea Sherburn  
Title: Project Manager  
Company: MiEN Company Inc.  
Address: 25473 3 Mile Rd State F  
City: Grand Rapids State: MI Zip: 49534  
Phone: 814-342-7000 Email: ahserburn@miencomapany.com

▪ Sales and Marketing

Contact Person: Jessica Campbell  
Title: Interior Designer  
Company: MiEN Company Inc  
Address: 25473 3 Mile Rd State F  
City: Grand Rapids State: MI Zip: 49534  
Phone: 814-342-7000 Email: jcampbell@miencompany.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes       No



2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534

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

616-818-1970

## Vendor Profile

Company Name: Mien Company Inc.

Years of Establishment: 2012 In Grand Rapids, Michigan

Corporate Address: 2547 3 Mile Rd NW ste f Grand Rapids MI

Phone Number: 1-616-818-1970

Other Offices: N/A

Key Contacts: Andrea Sherburn (project Manager), Corporate Office [asher@miencompany.com](mailto:asher@miencompany.com) , Jessica Campbell (Designer), Corporate Office, [jcampbell@miencompany.com](mailto:jcampbell@miencompany.com) , Remco Bergsma (president), Corporate Office, [rbergsma@miencompany.com](mailto:rbergsma@miencompany.com)

Standard Payment Terms: 50% deposit, net 30 days

Key Competition: Local educational furniture manufacturers

Marketing Strategy: We continue to promote and market through MiEN Company website, email campaigns and social media sites (i.e. Facebook, Twitter, LinkedIn). Additionally. Our dealer resellers continue to broaden our marketing network

Introduction of NCPA: we Interduce all new contracts to our company through team meetings with detailed information on methods and guidelines.

On-line Ordering: All MiEN company ordering takes place through indivial quoting based on current list pricing and direct communication with the sales team at our corporate office.

Customer Service Department: All customer service communication office, open Monday and Friday from 8:30 - 5:00pm est.



2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534

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

616-818-1970

## Green Initiatives and Sustainability

MiEN Company products are designed and manufactured with environmental sustainability in mind. Through innovative design and use of high-quality raw materials, our products balance durability with comfort and style to ensure a long and useful life. Because many products are modular and/or component-based, reuse and reconfiguration is achievable and encouraged. The ability for furniture to evolve with the space aids prolonging the useful life and the product and in delaying waste from reaching the landfill. Product packaging is also a major concern in relation to the environment. MiEN products are packaged in recyclable cardboard cartoning which is easily diverted from the landfill. Various products include additional environmental considerations as noted below.

**Tables and Desks:** All tables and desks include portions manufactured in Grand Rapids, MI. Projects within a 500-mile radius may consider materials to be manufactured regionally. Desktops include CARB II compliant particleboard core material that is sustainably harvested and FSC certified. Additional desktop materials including laminates, backer materials, and glue are Greenguard certified for low chemical emissions. When specified, desktops can be certified for Greenguard Gold (formerly Greenguard Children and Schools). MiEN tables and desks also contribute to improved daylighting and views through encouraging low furniture heights and allowing maximum penetration of sunlight into the space. Innovative solutions for adjustable height tables and desks are available within seated height ranges or sit-to-stand height ranges to cater to the ergonomic needs of users from a wide range of ages and physiques.



2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534

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

616-818-1970

**Classroom and Multi-Purpose Seating:** Composed mostly of polypropylene and steel, most chair components are recyclable. When applicable, seat cushions are covered with heavy-duty polyester fabric. Worn seat pads can be removed with common tools and replaced to extend the useful life of the product. The OAR {ON A ROLL} product line is BIFMA X5.1:2002 certified for durability and safety, includes up to 25% recycled material content, is PVC free, and can be separated into 100% recyclable materials (polypropylene, steel, and aluminum). The BFF, OAR, GMAB, and RKR product lines are each Greenguard certified for low chemical emissions. All swivel-base chairs and stools are height adjustable to promote proper ergonomic positions in a range of users. The BFF {BEST FRIEND FOREVER} product line includes 6 chairs sizes designed to properly suit ergonomic needs for users ages 3 and up

**Presentation Stations:** Mobile technology stations include portions manufactured in Grand Rapids, MI. Projects within a 500-mile radius may consider materials to be manufactured regionally. Cabinets and side surfaces are composed of CARB compliant particleboard core material that include up to 100% recycled or recovered wood fibers. Additional materials including laminates, backer materials, and glue are Greenguard certified for low chemical emissions contributing to indoor air quality. Stations also include components composed of recyclable steel.

**Storage Components:** Storage units are primarily composed of recyclable steel. All pedestals are mobile to promote flexibility within evolving spaces to ensure a long and useful life. Tambour door cabinets are available with removable pull-out filing frames to suit customers who are transitioning from paper-based records to digital records; cabinets are easily converted from filing storage to enclosed shelving as needed to ensure a long and useful life. Storage components such as bookcases, tambour door cabinets, and lateral files are available in a range of heights some which promote improved interior daylighting and views.



2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534

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

616-818-1970

## Green Initiatives and Sustainability Continued...

**Presentation Stations and Storage Components:** Mobile technology stations include portions manufactured in Grand Rapids, MI. Projects within a 500-mile radius may consider materials to be manufactured regionally. Cabinets and side surfaces are composed of CARB compliant particleboard core material that include up to 100% recycled or recovered wood fibers. Additional materials including laminates, backer materials, and glue are Greenguard certified for low chemical emissions contributing to indoor air quality. Stations also include components composed of recyclable steel. Storage components are primarily composed of recyclable steel. All pedestals are mobile to promote flexibility within evolving spaces to ensure a long and useful life. Tambour door cabinets are available with removable pull-out filing frames to suit customers who are transitioning from paperbased records to digital records; cabinets are easily converted from filing storage to enclosed shelving as needed to ensure a long and useful life. Storage components such as bookcases, tambour door cabinets, and lateral files are available in a range of heights some which promote improved interior daylighting and views.

**Soft Seating:** Chameleon lounge furniture products include an internal core composed of plywood that is CARB compliant and Greenguard certified for low emissions contributing to indoor air quality. Strong and durable frame construction provides a usable life able to surpass life of fabrics and foam allowing pieces to be re-padded and re-upholstered as needed to extend the life of the product. Chameleon products including steel feet utilize and optimized modular design allowing each piece to be used on its own or connected to other pieces, reconfiguration is easily achieved at any point during the useful life. Standard graded in textiles can be chosen from Momentum Textiles. Momentum offers a wide range of textiles with reduced environmental impact including options that are designated as Greenguard certified as well as options that



2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534

Jay L. Krause, National Contracts Manager

Tina M. Rader, Contracts Manager

616-818-1970

are Greenguard Gold (formerly Greenguard Children and Schools) certified for low emissions contributing to indoor air quality. Additional environmental properties may be applicable based on specific textiles. COM textiles include any established environmental attributes. When applicable, tabletops are composed of CARB II compliant particleboard core material that sustainably harvested and FSC certified. Additional tabletop materials including laminates, backer materials, and glue are Greenguard certified. Most Chameleon lounge furniture components are manufactured in Grand Rapids, MI. Projects within a 500-mile radius may consider product to be manufactured regionally. Chameleon lounge furniture pieces are available in variety of back heights; low back heights can contribute to access to daylighting and views by allowing maximum penetration of sunlight into the space. High-back units can be utilized to improve indoor environment by providing necessary acoustic control.

Our Goal is to minimize our carbon footprint as much as possible, and to work with suppliers, dealers and end users who share in this effort. We understand the impact that responsible manufacturing can have on our environment and our world. We are committed to incorporating eco-friendly elements into our products and demonstrating responsible environmental management by complying with applicable environmental laws, regulations, and obligations. We seek out opportunities for recycling, pollution prevention, energy conservation, and efficient use of natural resources. MiEN Company will continue to develop and market new products made from sustainable and environmentally-friendly materials which allow our consumer to reduce their overall environmental impact as they use our products.

## Tab 5 – Products and Services

---

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:
  - Ancillary Furniture Products
  - Audio / Visual Furniture
  - Auditoriums and Theaters
  - Cafeteria
  - Classroom / Educational / Dormitory
  - Conference or Breakroom / Training
  - Healthcare / Medical / Therapy Practices
  - Highmark
  - Lactation Rooms and Furniture Pods
  - Library
  - Lighting
  - Lounge / Reception
  - Office
  - Outdoor
  - Science Lab
  - Seating / Chairs
  - Tables / Meeting Conference Room
  - Work Stations



Jay L. Krause, National Contracts Manager

2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534  
616-818-1970

## Products and Services

**Category Offerings:** Classroom & Library  
Ergonomic Solutions  
Filing Storages  
Lounge & Reception  
Seating / Chairs  
Tables / Conference  
Technology Support Furniture  
Workstations

**Local Representation:** We provide customer service through our corporate office and local sales team. We also work through a dealer network.

**Product Support:** All product support goes through our support staff at our corporate office. We provide specification sheets, installation instruction and other support as requested.

**Delivery and Installation:** Delivery is carried out on a per project basis through local carriers which are appointed through MiEN Company or the project dealer. MiEN reserves the right to ship by what is, in our opinion, the best method. All installation is to be responsibility of the project dealer.

**Warehousing:** We do not provide warehousing except under special circumstances which must be authorized in advance. If the customer cannot accept delivery on shipping date provided, MiEN reserves the right to arrange storage at the customer's risk and expense.

**Warranty & Claims:** Please see our warranty statement for details. All claims must go through our corporate office. Damage claims must be filled with carrier by the buyer. The legal responsibility of MiEN ceases when we turn over the shipment to a common carrier. They buyer has the sole obligation of seeking resources against the carrier.





Jay L. Krause, National Contracts Manager

2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534  
616-818-1970

**In Stock Furniture:** We can not guarantee in stock quantities or material selections on the any product. Lead times vary based on project size and scope.

**Resellers:** Continental Office, Contract Design Associates, Dew-El, Lonestar Furnishings, Lowery McDonnell Company, MeTEOR Education, Nu Idea School supply, One Workplace, onPoint Innovative Learning Environments, Pigot, Premier F&E, Red Thread Spaces, Robert H. Lord Company, Sam Clar Office Furniture, School Specialty, Inc. Schoolhouse products, Sierra School Equipment, Stem U, LLC, Tom Sexton Associates, Troxell Communications, Diversified Educational Systems

**PRODUCTS**

2G2BT Presentation Stations	Limited Lifetime
A3 Chair Series	10 years
ACE Table	Limited Lifetime
ADL Task Chair	5 years
ARCH Chair	10 years
ATC Sit-2-Stand Frames	Limited Lifetime Structure / 1 year control boxes and gas lift mechanism
Axil Power / Data Unit / SIT	1 year
BAY Chair	Limited Lifetime internal frame structure / 10 years Bloom fabric / 3 year Bloom vinyl
BFF Chair Series	10 years / 5 years pneumatic gas lift mechanism
BRB/+ Flip-Top Table Frames	Limited Lifetime Structure / 5 years mechanism
CFA Chairs	Limited Lifetime
Connect	Limited Lifetime
CRE8 Makerspace	5 years
CYA Flip-Top Table Frames	10 years Structure / 5 years mechanism
Divide Markerboards	5 years
DIY Chair Series	10 years
Dropshare Media Sharing Unit	1 year
EDGE Table Series	Limited Lifetime
EGR Storage Cabinets	12 years / one year on white-board EGR storage surfaces / limited lifetime plastic storage bins
ELV8 Sit-2-Stand Frames	Limited Lifetime Structure / 1 year control boxes
F2F Frame Tables	10 years
F2F Post Leg Tables	Limited Lifetime
F4A Freestanding Tables	Limited Lifetime
FFL Chair Series	15 years / 5 years pneumatic gas lift mechanism
FO4 Chair Series	10 years / 5 years pneumatic gas lift mechanism
Freestanding Lateral Files	Limited Lifetime
Freestanding Vertical Files	Limited Lifetime
FYI Markerboards	3 years
GEM Tables	Limited Lifetime
GMAB/2 Chair Series	10 years / 10 years fabric / 3 years vinyls
GR8 Table Frames	Limited Lifetime
GYB Task Chair	5 years
HMU Gaslift Side Tables	Limited Lifetime Structure / 3 year gas lift mechanism
J4F & HH Stool	15 years structure / 10 years fabric / 3 years vinyl / foam
KIO Tables & Storage	Limited Lifetime Structure, 5 years glides / casters / limited lifetime plastic storage bins
KIT Stool	15 years structure / 3 years fabric
MINI-ME	10 years
Miniport Pop-Up Data Unit	1 year
Mobile Caddy	10 year Structure / 1 year on PVC Doors
Mobile Pedestals	10 year Structure
Moving Parts, ie. Casters	5 years Limited
MSC Chair	10 years
MST Storage Towers	10 years
MUST Table	Limited Lifetime Structure / 3 years mechanisms
OAR Chair Series	Limited Lifetime Structure / 3 years fabric / 5 year pneumatic gas lift mechanism & hillie box
OTM Flip-Top Table Frames	Limited Lifetime Structure / 5 years mechanism
Overhead Storage	Limited Lifetime
PAL Tables	Limited Lifetime
PLZ Chair	Limited Lifetime on Structure
RKR Adjustable Height Stool	10 years fabric / 3 years vinyls / 3 years gas lift mechanism
RT Chair Series	10 years / 10 years fabric / 3 years vinyls
Stand Alone Wire Manager	Limited Lifetime (power components covered under 1 year like other power components)
Stand By Me	Limited Lifetime Structure / 1 year gas lift mechanism
Steat Pad Holder	Limited Lifetime / 5 Year on casters
Steel Bookcases	Limited Lifetime
SHARE, Metal Edge	Limited Lifetime
SHARE, Mitered Edge	10 years
SKIN Markerboards	10 years
SST Stacking Table (Adjustable)	Limited Lifetime Metal Construction
SST Stacking Table (Fixed)	Limited Lifetime Metal Construction
STAR Chairs	10 years
Table Top Worksurfaces	Lifetime
TAB Stacking Chair	Limited Lifetime on Structure
Tackable Privacy Panels	10 years
Tack-boards	10 years
Tambour Door Cabinets	10 years
THX Table Frames	Limited Lifetime
TLC Slim Student Desks	Limited Lifetime
T-UP Sit-2-Stand Series	Limited Lifetime Structure / 1 year control boxes and gas lift mechanism
WDS	15 years base, 5 year laminate shell

**CHAMELEON AND FLEX LOUNGE COLLECTIONS, BAY CHAIR WITH GRADED FABRIC**

Internal Frame Structure	Limited Lifetime
Foam Padding	5 years
Standard Fabrics	3 years
High Abrasion Fabrics (50,000 DR)	5 years
High Performance Fabrics (100,000 DR)	10 years

\*\*BIFMA Standards allow 1" of bow and skew across the width of linear fabrics

\*\*Patterned Fabrics are not guaranteed to line up exactly on Chameleon, Flex, and BAY due to both the nature of patterns and the upholstery process.

Due to the inherent nature of upholstered soft seating, this warranty will not cover

- Fade of fabric, leather or vinyl due to exposure to sunlight, cleaning materials or normal use
- Dye lot variations
- Puddling, wrinkles or natural draping of fabric, vinyl or leather around curves, corners, or irregular surface lines and seats
- Textile properties including but not limited to; pilling, colorfastness, aging, puddling or abrasion
- Pattern matching on textiles with repeat, distinct patterns
- Any damage, wear, or failure due to the use of unapproved replacement components, devices or products used with, on or in the Covered Product

Each textile used in/on MiEN Chameleon, FLEX, and Bay lines is backed by its own manufacturers warranty. For COM fabrics, claims must be made directly with the fabric manufacturer and MiEN is not responsible for any costs for replacements or labor for COM fabric failures. We will, upon request, facilitate the transfer of warranty for any claim to be made with the applicable textile company to the Original End User.

### CALIFORNIA TECHNICAL BULLETIN'S

Momentum, CF Stinson, Mayer, Anzea, Gabriel and approved COM fabrics meet the requirements of California Technical Bulletin 117-2013, section 1. Any new products being introduced from this date forward will be tested to the new test method. Our upholstered products meet the requirements of California Technical Bulletin 133. Any new products being introduced from this date forward have been tested to the flammability test procedure for seating furniture for use in public occupancies.

The above warranty information applies to products shipped after 12/1/2019 and is non-transferable. MiEN promises to repair or replace its products and components according to the warranty time frame for items found by MiEN to be substantially defective in material, workmanship or utility. MiEN will replace with a product of similar function if repair or replacement is not practicable. MiEN will not pay labor costs associated with repairs or replacements. Warranty time frames for products sold begin from the date of shipment and are subject to the following limitations and exclusions:

- Damage caused by a non MiEN carrier
- Normal wear and tear
- Defects caused by improper installation, or improper maintenance of product
- Damage caused by improper use or abusive handling of product, as well as unapproved alterations or modifications to product
- One year warranty on all movable high wear components not mentioned above
- Limited one year warranty on all markerboard finishes, such as Formica -90, WilsonArt -01, and Panolam -GL finishes
- Variation in color for materials such as paints, laminates, plastics and fabrics occur intrinsically and are not considered to be defects
- Customer's own materials and fabrics that have failed MiEN's internal testings standards are not warranted
- Failure to follow instructions or information on warnings

Except as stated above, MiEN makes no express or implied warranties as to any product and in particular makes no warranty of fitness for any particular product except for use as standard educational and office furniture. No person, agent or dealer is authorized to give any further warranties on behalf of MiEN Company unless such warranty is in writing and signed by an officer of MiEN Company, Inc.

# Tab 8 – Value Added Products and Services

---

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

## Value Added Services

### Built to Suit

From the leg style to the fabric color, seated height to standing height our products are scalable and adaptable allowing you to be as flexible as possible to create the best furnishing solutions for your school. What may seem like customization could be just a dimension change or additional option or accessory. We're able to create personalized furniture solutions that perfectly suit your specifications and needs without timely and costly customization.

### Design Support

You have the vision, and we know our products. We'll make a great team! Our design team will work with you to gain an understanding of your project and provide you with products that best fit in your vision. We will share our product insights and answer questions to help you create smart spaces that will inspire and engage students and teachers in today's evolving school environments. Plus, we want to make it easy for you to convey your vision to your clients. With your room dimensions and specifications, we can space plan your project and create photo renderings that you can use in your presentations and meetings.

### Customer Service

From the initial requirement gathering stage to product selection, ordering and installation we are here to help you through the entire process. New dealers are always welcome and are encouraged to set-up an appointment for a MiEN representative to visit and conduct a training session to get you going.

### Our Products

Our product design philosophy is built around the new generation of students and faculty, and the technology-driven, collaborative learning environments that they require to be successful. Our designs incorporate the need for flexibility and mobility and are equipped to support the ever-changing needs of technology. Our innovative, functional furniture pieces are bright, colorful and engaging to students and faculty alike.

### Find Inspiration

Browse our Idea Starter page to inspire you with your projects. Our Idea Starters exhibit an image gallery full of furniture and grouping ideas. Check back often as our talented design team frequently adds new images to the gallery. Our team works closely with each client to help create project solutions that work for their specific needs and applications. The design possibilities are limitless with so many interchangeable features and functions in the MiEN product line. Go ahead, scroll through the gallery and become inspired!

### We're Here to Help!

Smart design fosters MiEN's ability to create functional furniture solutions that interact and complement each other. Whether it's for one classroom or an entire school space, our products offer custom design capabilities that are limitless in design and function. With so many versatile products, you are free to be as flexible as possible and create the best furnishing solution for your school. Configuration possibilities can be challenging to pull together, so if you would like help with your choices, please give us a call or send us an email. We will be happy to go through your ideas with you.

## Tab 9 – Innovation

---

- ◆ Please provide details of your most recent innovation and how it affected sales in the public sector.
  - New categories
  - New fabrics and finishes
  - New ergonomics
  - New safety features
  - New performance enhancement
  - Other
- ◆ Please outline your timeline for future innovation.
  - New categories
  - New fabrics and finishes
  - New ergonomics
  - New safety features
  - New performance enhancement
  - Other



Jay L. Krause, National Contracts Manager

2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534  
616-818-1970

MiEN's KIO Tinker is a recent furniture innovation that is impacting how book storage is planned into libraries. The KIO Tinker recently won the People's Choice Award for Innovation from Learning by Design magazine. This patented solution from MiEN is a future proof solution for libraries that are transitioning from places students go to find resources to central hubs within a school where hands on learning and collaboration flourish. The KIO Tinker converts from a mobile 360 degree bookcase into a makerspace space table in minutes. Underneath the drop-in bins is concealed storage for the bookshelves when not in use. This allows the librarian to store the bookshelves within the unit for future use when needed.

MiEN is implementing new tagging software that will enable our operations team to tag all outbound products with key order attributes, like; Room Name, Room Number, Product Name, Order Number, etc... The tagging software will start to be utilized fall/winter of 2022 in conjunction with new barcoding software for outbound orders. MiEN's authorized NCPA dealers will have a streamlined installation experience leading to less punch list submittals for NCPA membership.

## Tab 10 – Required Documents

---

- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum



## **Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

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

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

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

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

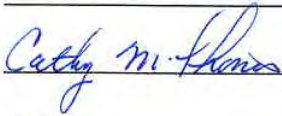
---

**Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.**

Offeror: MiEN Comapany Inc.

Address: 2547 3 Mile Rd Ste F

City, State, Zip: Grand Rapids, MI 49534

Authorized Signature: 

Date: 7.19.2022

**Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>MIEN Comapny Inc</u>
Print Name	<u>Cathy M Thomas</u>
Address	<u>2547 3 Mile Rd Ste F</u>
City, Sate, Zip	<u>Grand Rapids, MI 49534</u>
Authorized signature	<u><i>Cathy M. Thomas</i></u>
Date	<u>7.19.2022</u>

## **Contractor Requirements**

### **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



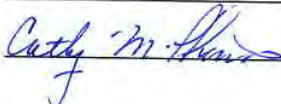
Date

7.19.2022

**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	MIEN Company Inc
Address	2547 3 Mile Rd Ste F
City/State/Zip	Grand Rapids, MI 49534
Telephone No.	814-342-7000
Fax No.	855-422-9197
Email address	support@visitmien.com
Printed name	Cathy M., Thomas
Position with company	Contracts Manager
Authorized signature	





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

2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534  
616-818-1970

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

- A. MiEN agrees to keep all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions.
- B. Contractor MiEN hereby attests to permit inspection of all non-financial books, records, accounts and reports required under this Contract.

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

MiEN Company does not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability.

Furthermore, MiEN Company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's Mien's control where segregated facilities are maintained.

### **DISADVANTAGED BUSINESS PARTICIPATION**

MiEN agrees when possibly to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

They also agree to provide prompt payment to each of their subcontractors performing work under MiEN no later than 30 days.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor MiEN also agrees to comply with with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, asamended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.



2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534  
616-818-1970

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

**FEDERAL CHANGES**

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

Contractor/MiEN agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Furthermore, MiEN agrees the federal government it not subject to obligations or liabilities to this contract.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

MiEN certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

MiEN further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Cathy M Thomas

Printed Name

Contracts Manager

Position With Company

  
Authorized Signature



2547 3 Mile Rd., Ste F  
Grand Rapids, MI 49534

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

616-818-1970

### State Notice Addendum


MiEN will include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

Cathy M Thomas

Printed Name

Contracts Manager

Position With Company

  
Authorized Signature