

Audit Packet

Proposal: RFP #21.8 - Event Seating & Storage Solutions

Awarded Vendor(s): SAAFE, LLC

Award Date: November 23, 2020 Contract Number: 21.8 - SAF

- Copy of Legal Affidavits
- Copy of Release
- Copy of Solicitation Documents
 - Question/Answer
 - Addenda Issued
- Copy of Closing
- Notification & Access Reports
- Opening Record
- Copy of Qualified Vendor Responses
 - Bid Bond Confirmation
 - References
- Evaluation Committee Report
- Copy of Award/Rejection Notification
- Copy of Signed Contract Offer & Award

Board Acceptance of Contract _____

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



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

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

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

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 09/28/2020	COOPERATIVE PURCHASING CONNECTION	1000337556	368597
StarTribune 10/05/2020	COOPERATIVE PURCHASING CONNECTION	1000337556	368597

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$280.00**

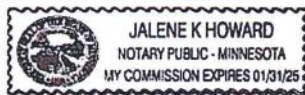
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the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

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 10/04/2020

Jalene K. Howard



Notary Public

CLASSIFIED + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

Cooperative Purchasing Network
Advertiser: 0000368597-01
Agency: N/A
Section-Page-Zone(s): E-2-A11
Description: Sealed proposals will be received...
Ad Number: 0000368597-01
Insertion Number: N/A
Size: 1 Col x 2.14 in
Color Type: 0

Mortgage Foreclosures

28-113383
NOTICE OF MORTGAGE FORECLOSURE SALE
 NOTICE TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage of MORTGAGE July 28, 2020.
 ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE \$195,000.00 (MORTGAGOR'S) Luis A. Barreto-Armas, a married person.
 MORTGAGEE Mortgage Electronic Registration Systems, Inc. MRE 1001944-5000272011-5 LENDER OR BINDER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE Fremont Investment Services LLC
 SERVICER Carrington Mortgage Services LLC
 DATE AND PLACE OF FILING Filed August 29, 2020, Hennepin County Recorder, as Document Number 852209.
 ASSIGNMENTS OF MORTGAGE Assigned to Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2006-2RZ2 Asset-Backed Pass-Through Certificate.
 LEGAL DESCRIPTION OF PROPERTY Lot 3, Block 2, Fallden's Fourth Addition.
 PROPERTY ADDRESS 7238 15th Ave S, Richfield, MN 55423.
 PROPERTY IDENTIFICATION NUMBER 35-028-24-12-041.
 COUNTY IN WHICH PROPERTY IS LOCATED Hennepin.
 THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE \$236,840.95.
 THAT all preforeclosure requirements have been complied with, that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage or any part thereof.
 PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:
 DATE AND TIME OF SALE December 3, 2020 10:00AM
 PLACE OF SALE Sheriff's Main Office, Civil Division, Room 30, Court House, 350 South Fifth St., Minneapolis, MN 55487 to pay the debt secured by said mortgage and taxes if any, on said premises and the costs and disbursements including attorney fees allowed by law, subtraction of the date of sale by the mortgagee (or personal representative) and DATE TO VACATE PROPERTY If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagee(s) must vacate the property, if the mortgage is not reinstated under section 560.30 or the property is not redeemed under section 560.23, is 11:59 p.m. on June 1, 2021, or the next business day if June 1, 2021 falls on a Saturday, Sunday or legal holiday.
 *THE TIME ALLOWED BY LAW FOR

Mortgage Foreclosures

RECEPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVE OR ASSIGNEE, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 645.032 DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A MORTGAGE FOR AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
 Dated September 28, 2020
 Wells Fargo Bank, N.A. as Trustee for Carrington Mortgage Loan Trust, Series 2004-FRZ2 Asset-Backed Pass-Through Certificate
 SHAFIRO & ZELIC LLP
 17 Lawrence Center
 Minneapolis, MN 55425
 Gary J. Evans - 612-347-6644
 Melissa A. B. Porter - 612-337-7778
 Shaggle & Zwick, LLP
 12550 West Frontage Road, Suite 200
 Burnsville, MN 55337
 (952) 83-1400
 THIS IS A COMMUNICATION FROM A DEBT COLLECTION.
 10/5 10/12 10/19 10/26 11/2 11/9/20 Star Tribune

Storage Facilities

NOTICE OF PUBLIC SALE:
 THE LOCK UP SELF STORAGE AT 1305 Industrial Blvd. NE Minneapolis, MN 55411 will sell the contents of the following units to satisfy a lien to the highest bidder on 10/20/20 by 10:00 AM at www.storageauctions.com. All goods must be removed from the unit within 48 hours. Unit availability subject to prior settlement of account.
 Unit 2042- Jennifer Walsh Car seat, art boxes
 Unit 2048- Reese Vasquez Boxes, bags, clothes, tools
 Unit 4044- Maurice Vauxart Medical braces, furniture, rug
 Unit 5106- Catherine Joust medical braces, furniture, rug
NOTICE OF PUBLIC SALE:
 THE LOCK UP SELF STORAGE AT 6250 Olson Memorial Highway, Minneapolis, MN 55422 will sell the contents of the following units to satisfy a lien to the highest bidder on October 20, 2020 by 10:00am at www.storageauctions.com. All goods must be removed from the unit within 24 hours. Unit availability subject to prior settlement of account.
 Unit 3409 Chiara Burnough Flat screen TV, luggage, furniture, clothing, books and toys
NOTICE OF PUBLIC SALE:
 THE LOCK UP SELF STORAGE AT 701 N 7th Street, MINNEAPOLIS, MN 55411 will sell the contents of the following units to satisfy a lien to the highest bidder on 10/20/2020 by 11:00 AM at www.storageauctions.com. All goods must be removed from the unit within 24 hours. Unit availability subject to prior settlement of account.
 Unit 319 - Lexus Clark, Boxes, Bags, Toys Unit 2009 - Toyota Klutza Gill, Chairs, Tools Unit 2043 - Vanessa Boatman, Clothing, Mattress, Furniture Unit 2117 - Eliza Cambra, Suitcase, Snowboard, Rugs, Table Unit 3108 - Mary Light, Bags, Bags, Misc. Unit 3229 - Jan Coursole, Chairs, Table Unit 4108 - Kristen Rial, Boxes, Suitcase Unit 4235 - Deborah Powell, Boxes, Boxes, Xbox

Proposals for Bids

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for the following RFPs: #217 Athletic Equipment & Wear, #218 Event Seating & Staging Solutions, #219 Lockers & Storage Solutions, #2110 Interactive Technology Buyback Solutions, and #2111 Technology Buyback Solutions.
 Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.wppublicpurchase.com).
 Proposals must be uploaded to Public Purchase before 10 a.m. CT on Tuesday, October 27, 2020, and late proposals will not be considered.
624 Collectibles
"Annual Fall Classic Estate & Consign Auction"
 SUNDAY OCT 11 12:00 PM CST
 Large Private Collection Coins, Currency, Jewelry, Musical Instruments, Collectibles, etc.
 SIAKOPIS AMERICAN LEIGION
 1106 1st Ave S, Shakopee, MN
 Online at WWW.PRIVATEBID.COM
 Email: info@privatebid.com
 Tel: 612-231-9700
BUYING NEW OPS, TRX BASEBALL FOOTBALL & BASKETBALL CARDS
 613-226-7925
BUYING SPORTS ILLUSTRATED MARGAZINS The more the better!
 612-911-5262
COM SHOW - SATURDAY
 OCTOBER 10TH
 The Roseville Skating Center,
 2601 Civic Center Drive, 550-4600.
 BUY/SELL/TRADE, Masks required.
 612-617-1298

395 Misc. For Sale & Wanted

For Sale Hot Wheels Cars, Jewelry, Antique Furniture & More Good Stuff! Dan 952-884-6588
FREON WANTED: We pay \$\$\$ for cylinders and cans. #12 #600 #11 #113 #114. Certified Professionals. 312-291-9101 or Refrig.com/indorecorder.com, #2110 - Interactive Technology Buyback Solutions, and #2111 - Technology Buyback Solutions.
 Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.wppublicpurchase.com).
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 OCTOBER 10TH
 The Roseville Skating Center,
 2601 Civic Center Drive, 550-4600.
 BUY/SELL/TRADE, Masks required.
 612-617-1298

442 Sports & Fitness Equipment

"ANTIQUE FIREARM COLLECTOR'S ESTATE AUCTION"
 Success: Oct 11 2020 11am CST
 SIAKOPIS AMERICAN LEIGION
 1106 1st Ave S, Shakopee, MN
 Online at www.privatebid.com
 Jones Performance Company #211840
 Email: info@privatebid.com
 Tel: 612-231-9700
624 Collectibles
"Annual Fall Classic Estate & Consign Auction"
 SUNDAY OCT 11 12:00 PM CST
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 SIAKOPIS AMERICAN LEIGION
 1106 1st Ave S, Shakopee, MN
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General Policies

Review your ad on the first day of publication. If there are mistakes, notify us immediately. We will make changes for errors and adjust your bill, but only if we receive notice on the first day the ad is published. We limit our liability in this way, and we do not accept liability for any other damages. This may result from error or omission in or of an ad. All ad copy must be approved by the newspaper, which reserves the right to request changes, reject or properly classify an ad. The advertiser, and not the newspaper, is responsible for the individual content of the ad. Advertising is also subject to credit approval.

624 Collectibles

"Annual Fall Classic Estate & Consign Auction"
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 The Roseville Skating Center,
 2601 Civic Center Drive, 550-4600.
 BUY/SELL/TRADE, Masks required.
 612-617-1298

626 Senior Living

"BLOOMINGTON"
 Beautiful 20th senior apt w/ solid oak, cabinets, ceramic tile, 1 1/2 baths, walk-through closet, dishwasher, microwave, balcony/underground heated parking, elevator, pool, gym, no pets.
 Avail. Now!
 612-231-9114
 www.courtesyale.com
 www.daystarrealty.com
633 APTS & CONDOS
 UNIFURN. NW, SW & WEST SUBURBS
 CENTRAL - 3246 Douglas Drive Large 7th fl, 1150, 2br, \$100, AC, ceiling fans, DW, new carpet, cable ready. \$400 deposit. 763-211-9673
666 Rentals Outside of Metro
 YEAR ROUND RENT, 2BR, LAKE HOME ON FISH TRAP LAKE, CUSHING, MN \$900/mo + utils + car. Pets ok. VEHICLES. N/S. Refs req. Avl 10/17. 952-888-2111 or 952-965-6137
VEHICLES WANTED
 Cash Paid For Junks and repairables. 612-781-1804
 \$500-\$2000 Cash For Any Running Vehicle. 612-266-0716
 \$500 CASH FOR CARS \$1515 Repairs/ob or Junks. 612-411-924

Place a classified ad today.
 Call 612.673.7000, fax 612.673.4984 or go to startribune.com/placeads.
StarTribune

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YOUR LOCAL NEWSPAPER DISTRIBUTOR IS IN NEED OF CARRIERS. Whether you're a student, a retiree, an early riser, or just looking for some extra income, this is the perfect job for you. **Earn up to \$1,500 a month** plus tips in as little as 4 hours a day. Plus, work independently in an area close to home. Weekend routes available.

APPLY TODAY

- » Must be at least 18 years old
- » Must have reliable transportation
- » Must have valid driver's license and current auto insurance

Call 612-673-7473 now.

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StarTribuneCompany.com/work-for-us

StarTribune

StarTribune
 Monday, October 5, 2020

Argus Leader

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

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

Account No.: SFA-0000000483

Ad No.: 0004384882

PO #: #21.7- #21.11

Lines : 29

Ad Total: \$39.57

This is not an invoice

of Affidavits 1

Account No.: SFA-0000000483

Ad No.: 0004384882

Argus Leader AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

I being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper as defined by SDCL 17-2-21, as amended published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper upon

Monday, September 28, 2020

Monday, October 5, 2020

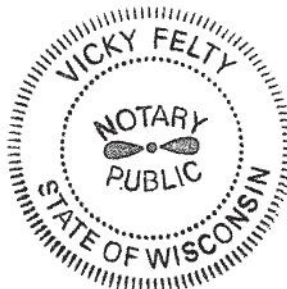
Sworn to and subscribed before me this 5 day of October, 2020.

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My Commission expires

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for the following RFPs: #21.7 - Athletic Equipment & Wall Mats, #21.8 - Event Seating & Staging Solutions, #21.9 - Lockers & Storage Solutions, #21.10 - Interactive Technology Solutions, and #21.11 - Technology Buyback Solutions. Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com). Proposals must be uploaded to Public Purchase before 10 a.m. CT on Tuesday, October 27, 2020, and late proposals will not be considered.
4384882 Sept 28; Oct 5, 2020



AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

Lana Syltie, *The Forum*, being duly sworn, states as follows:

1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.

2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (2) time: Sept. 30 and Oct. 7, 2020*, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 7th day of October, 2020.



Legals Clerk

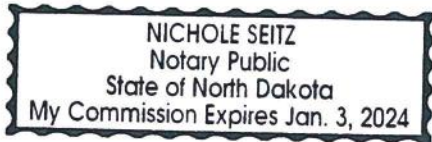


Notary Public

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for the following RFPs: #21.7 - Athletic Equipment & Wall Mats, #21.8 - Event Seating & Staging Solutions, #21.9 - Lockers & Storage Solutions, #21.10 - Interactive Technology Solutions, and #21.11 - Technology Buyback Solutions.

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Proposals must be uploaded to Public Purchase before 10 a.m. CT on Tuesday, October 27, 2020, and late proposals will not be considered. (Sept. 30; Oct. 7, 2020) 2859532



*** Proof of Publication ***

State of North Dakota)
) SS:
County of Burleigh)

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9/28 & 10/5 - 14782

Before me, a Notary Public for the State of North Dakota personally

appeared Jill LINDSAY who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the

Bismarck Tribune on the following dates:

9/28 + 10/5/2020

Signed Jill Lindsay

LAKES COUNTRY SERVICE COOP
Lori Mittelstadt
1001 E MOUNT FAITH
FERGUS FALLS MN 56537

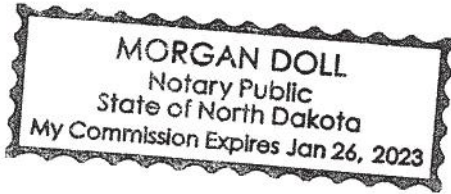
ORDER NUMBER 14782

Sworn and subscribed to before me this 5th day of

October 2020

Morgan Doll

Notary Public in and for the State of North Dakota



Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 09/28/2020, 10/05/2020


TOTAL AD COST: 34.20

FILED ON: 10/5/2020

LAKES COUNTRY SERVICE COOP
Lori Mittelstadt
1001 E MOUNT FAITH
FERGUS FALLS MN 56537

Customer Nbr: 60058870
Phone: (218) 737-6535
Date: 10/06/2020
Page: 1

Amount Paid: _____ Card #: _____ Exp Date: ____/____/____
Check #: _____ Signature: _____



Date: 10/05/2020 Ref #: 14782 Total: 0.00

Lee Enterprises no longer accepts credit card payments sent via e-mail. Emails containing credit card numbers will be blocked. Please use the coupon above to send credit card payment to the remittance address located in the upper right corner.

Date	Reference #	Type	Description	Lines	Total
10/05/20	14782	INV	Oct. 27, 2020 - }>#21.7 - Athletic Equipment & Wall Mats, #21.8 - Event Seating & Staging Solutions, #21.9 - Lockers & Storage Solutions, #21.10 - Interactive Technology Solutions, and #21.11 - Technology Buyback Solutions/ Request for Proposals PO # Lisa Truax	19	0.00

Remarks:

Total Due: 0.00

From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Melissa Mattson](#)
Subject: Release Successful on Bid RFP #21.8 - Event Seating and Staging Solutions
Date: Monday, September 28, 2020 9:02:28 AM

Lisa M Truax:

Bid "RFP #21.8 - Event Seating and Staging Solutions"
Status: Release Successful on Sep 28, 2020 8:02:19 AM MDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=133257>

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

Thank you for using Public Purchase.

MK= eX0BR0ltW9IsQFYGzFTd9g==

Proposals Requested by the:

Cooperative Purchasing Connection



RFP #21.8 – Event Seating & Staging Solutions

CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of event seating and staging solutions for venues such as gymnasiums, auditoriums, arenas, stadiums, places of worship, etc. as well as installation, maintenance and repair services, at consortium level discounted pricing. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency.

Due: 10:00 a.m. CT on Tuesday, October 27, 2020

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

RFP Facilitator:
Lisa Truax
Procurement Solutions Coordinator

Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune

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I. Introduction

Proposals for the requested products and/or services are detailed in the Technical Specifications, Section III.

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute 123A.21. CPC has the legal authority to develop and offer, among other services, cooperative procurement services. Eligible membership and participation include states, cities, counties, and government agencies, both public and non-public educational agencies, colleges, universities, and nonprofit organizations. Service cooperatives are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services.

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies can utilize CPC's purchasing contracts through South Dakota statute 5-18A-37. Participating in the resulting contract(s) is open to government and nonprofit agencies across the United States, such as: K-12 and higher education, municipal, state, tribal, and other public agencies.

For this solicitation, CESA Purchasing, a program created by the 12 CESAs in Wisconsin, will be participating in this competitive solicitation and resulting contract(s). CESA Purchasing operates under Wisconsin Statute 16.70-16.848.

Collectively, CPC's participating agencies purchase, on average, over \$75 million annually through its contracted vendors.

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

II. Solicitation Procedures

A. Vendor Qualifications

All proposals must contain answers, responses and/or documentation to the information requested. A Vendor failing to provide the required information/documentation will be considered non-responsive.

Vendors must demonstrate their ability, capacity, and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response that they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. CPC reserves the right to accept or reject any Vendor failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

B. Required Securities

Bid Bond: By the due date and time of this solicitation, a vendor shall submit with its response, an electronic PDF copy of a bid bond in the form of a bond, for \$5,000. Such bond is to be issued by a surety authorized to do business in the state of Minnesota, payable to CPC, Attn: Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537, as a guaranty that the Vendor will enter into a contract with CPC. If awarded, the Vendor will have five (5) business days from award notification to submit the original bid bond via postal mail to CPC. The bond will be immediately

forfeited to CPC in the event the Vendor is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation. This bond pledges that the Vendor will abide by the terms stated in this solicitation and in the Vendor's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder.

Once the bid bond has been posted, failure from the Vendor to comply with this RFP and the terms and conditions, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. The loss of the bid bond will include, but is not limited to:

1. Poor communication; multiple documented failures to correspond with CPC.
2. Poor customer service; failure to respond on multiple occasions to CPC's participating agencies within a timely manner.
3. Poor quality of product and failure to replace/refund agency purchases when appropriate.
4. Delivery issues; consistent and documented failures to deliver product on time or in proper condition.
5. Lack of on-time reporting and inaccurate quarterly reports.
6. Lack of on-time quarterly administrative fee payments.

Performance Bond (for construction and/or installation related projects): Performance bonds will be required on all projects valued at fifty-thousand dollars (\$50,000) or more in Minnesota and North Dakota and, twenty-five thousand dollars (\$25,000) or more in South Dakota. All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

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

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

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

With said construction based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the

Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

C. RFP Timeline:

Date/Time	Event
September 28, 2020	Publication of RFP #21.8 – Event Seating & Staging Solutions
October 13, 2020 at 10:00 a.m. CT	Non-Required Conference Call
October 16, 2020, at 11:00 a.m. CT	Deadline for Vendors to Submit Questions
October 27, 2020, at 10:00 a.m. CT	Deadline for Submission
November 24, 2020	Contact Vendor /Award(s) Made
January 1, 2021	Initial Start of Contract Term

D. Non-Required Conference Call: A web conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. Those participating in the conference call will have the opportunity to view a demonstration of CPC’s Express online marketplace, when applicable. The conference call will not be recorded. To attend the conference call, visit: <https://zoom.us/j/93011887823?pwd=QlZZWUdaRUdEdjNjCHdIVlExNmVwZz09>.

1. **Dial-in Number:** +1 312 626 6799 US
2. **Meeting ID:** 930 1188 7823
3. **Password:** 696850

E. RFP Submission

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

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

F. RFP Particulars

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

Addenda: Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be

issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

Interpretations: Requests for additional information or questions in regards to the solicitation will be submitted through Public Purchase. CPC will respond accordingly through Public Purchase to all questions submitted by the question deadline and/or by issuing an addendum.

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

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

G. Solicitation Evaluation

No single factor will determine the final award decision. Proposals will be evaluated using a multi-step process:

1. Initial Review – CPC will perform an initial responsiveness review to determine compliance with the solicitation requirements. Vendors that do not meet the solicitation requirements as outlined in the solicitation shall be deemed non-responsive and will not receive further consideration. All proposals that meet the minimum solicitation requirements will proceed to the evaluation process.
2. Technical Proposal – The technical proposal will be evaluated based on the criteria outlined below. Total scores from the evaluation team will be averaged amongst the number of evaluators and then weighed.
3. Cost Proposals – Cost proposals will be scored and averaged amongst the number of evaluators and then weighed. Scores from the technical proposal and cost proposal will be combined to determine the responses that provide the best value to participating agencies.
4. Presentations – At the sole discretion of CPC, a short-list of Vendors may be developed of the highest-rated submissions based on proposal ranking. If CPC chooses, these Vendors would be invited to make a live presentation. If requested by CPC, this presentation will be mandatory to continue in the evaluation process. Details regarding potential presentation dates are outlined within the solicitation.

Factor	Guidance
5	Outstanding far exceeds minimum requirements in most areas
4	Above average, exceeds minimum requirements in many or most areas
3	Average, meets minimum requirements, exceeds minimum requirements in some areas
2	Slightly below average, meets minimum requirements
1	Well below average, barely meets minimum requirements
0	Totally unresponsive, does not meet minimum requirements

Criteria	Points	Vendor
		Average Points Awarded
Qualifications & Experience	80	
Marketing & Partnership	40	
Financials & Level of Support	15	

Warranty	20	
Industry-Specific Information	100	
Exceptions & Deviations	10	
References	15	
Total Technical Points	280	0
Proceed to Pricing Evaluation?	Yes/No	
Pricing Proposal		
Pricing Schedule	140	
State Multiplier & Time/Material	70	
Volume Discounts *optional	10	
Total Pricing Points	220	0
Total Score	500	0

Best and Final Offer (BAFO):

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

Rejection of Any or All Proposals: CPC reserves the right to award the entire contract to one Vendor, to award multiple contracts, or to reject any or all proposals.

H. Contract Award

Binding Contract: A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, scope of work, and specifications contained in the solicitation. The Vendor acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

Notification of Intent to Award: An award notification will be made by November 24, 2020. The actual award is subject to approval by the CPC Board of Directors and the successful negotiation of a mutually acceptable Master Contract Agreement.

Contract Term: The term of the contract resulting from this RFP will be from January 1, 2021 through December 31, 2022. There will be an optional yearly renewal for a period lasting no longer than one (1), additional two-year term, based on successful performance. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

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

Administrative Fee: The Vendor will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to

cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC on a quarterly basis, within 20 business days after the end of each fiscal quarter.

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

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

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

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

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

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

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

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

Audit Packet: Public inspection of the solicitation process will be made available during normal business hours in the RFP Facilitator's office (Fergus Falls, MN). Those requesting a printed, hard copy of the solicitation process will need to pay a twenty-five (\$25.00) service fee.

III. Technical Specifications

- A. **Scope of Work:** CPC is seeking to collaborate with an experienced Vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of event seating and staging solutions for venues such as gymnasiums, auditoriums, arenas, stadiums, places of worship, etc. as well as installation, maintenance and repair services, at consortium level discounted pricing. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. A qualified Vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories. Event seating and staging may include, but not limited to the following categories:
1. Indoor and outdoor grandstands: bleachers, angle frame, I-beam, tube, and channel structure.
 2. Telescopic seating, arena seating.
 3. Seating: bench, fixed, soft, portable/tip and roll.
 4. Staging, fixed or mobile: risers, stages.
 5. Related accessories: press boxes, media platforms, score keeping tables, railings, end curtains, ramps.
 6. Services: design, installation, maintenance, repair, safety-inspections.
 7. Rental equipment: applicable to the solutions requested above.

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

CPC intends to award this solicitation to one or more Vendors based on who can offer acceptable event seating and staging solutions, services and related accessories that can be of benefit to all participating agencies. Manufacturers may respond directly and will be required to identify regional suppliers to execute the contract if pricing is consistent and the designated suppliers adhere to the terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

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

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

- B. **Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from January 2017 through July 2020, CPC participating agencies have purchased just over \$8.1 million in event seating. All quantities or dollar values listed within this solicitation are estimates.

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

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

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

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

C. Terms and Conditions:

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

General:

1. The Vendor must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
2. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response, responding to agencies within 24 hours.

Event Seating and Staging Solutions - Equipment and Supplies:

1. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
2. Provide products that are factory certified by a nationally recognized manufacturer and installed by licensed factory-certified installers with the appropriate state contractor license(s).
3. The Vendor must possess the ability to furnish all required labor, materials, equipment, implements, parts, and supplies necessary for the installation of the proposed event seating and staging solutions.
4. The Vendor must possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the event seating or staging solution to be provided.
 - a. Develop a proposed solution to conform to meet expectations while considering:
 - i. Adequate floor leveling and strength for options of seating system.
 - ii. Adequate wall strength for attachment and operation of wall-attached telescopic seating systems.

- iii. The electrical wiring within the building as required for power-operated seating systems.
 - iv. The proposed seating solution is adequate and functional within the existing site conditions and will comply with all state building codes.
- 5. Provide after-the-sale, ongoing inspection, and maintenance services to ensure proper maintenance and upkeep of seating system.
- 6. Engineering. It shall be mandatory that each Vendor submit with their response an affidavit signed by a Registered Professional Engineer stating that the product to be supplied has been tested by an independent testing facility and meets all applicable code requirements.
- 7. Materials. All components and materials shall meet or exceed local building codes, industry standards, and Consumer Product Safety Commission (CPSC) standards.
- 8. Installation. All products must be installed according to manufacturer's instructions. All equipment will be adjusted by installers for smooth and proper operation. Installation crews must clean all work areas and remove debris from installation site.
- 9. Product Improvement. Equipment provided shall incorporate manufacturer's design improvements and materials current at time of shipment, provided that such improvements and materials are consistent with the intent of these specifications.
- 10. Training. Provide the agencies' maintenance staff with technical assistance, training, and additional resources to safely maintain and operate the event seating and, or staging solution. The Vendor must provide the manufacturer's installation instructions and descriptive literature to the purchasing agency along with the manufacturer's operating, maintenance manuals and warranty information. The Vendor will, provide additional training necessary for them to develop a complete knowledge and understanding of the supplies, materials and equipment required to maintain and keep the installed systems and solutions in good working condition through its lifecycle. All project drawings, manuals, training materials, maintenance and operational manuals, equipment bill of materials, warranties and written documents shall be presented to the owner on CD-R or DVD-R ("AutoCad", MS Word, Excel, PowerPoint, Access, Project, Adobe Acrobat, etc.).
- 11. All solutions shall conform to International Building Code (IBC) 2009 and the Americans with Disabilities Act (ADA) requirements.
- 12. Submit manufacturer's warranty with all the forms that were completed and submitted in owner's name and registered with the manufacturer. Within this documentation, product manufacturer must verify that its factory representative has inspected the installation of the completed project and that all work conforms to the manufacturer's specifications and requirements.
- 13. Provide a warranty to the owner that covers defects in the prep-work, installation, and workmanship, and further warrants that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's on-site representative.

Pricing:

- 1. Contract discounts and percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
- 2. The Vendor must provide a discount price schedule for all categories of products available and offered in this solicitation.
- 3. New products and services, pertaining to the scope of this solicitation, can be added during the contract term with notice, as outlined below, to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the

vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.

4. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Vendor in their submission. The Vendor must be able to verify the pricing calculation.
5. When a price list is revised (i.e. manufacturer), to add or delete products and accessories that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows:
 - a. Request will be typed on the Vendor's letterhead and emailed to CPC.
 - b. It is filed with CPC, a minimum of seven (7) calendar days before the effective date of the proposed change.
 - c. It clearly identifies the items impacted by the change and the cause for the adjustment.
 - d. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
 - e. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
6. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.

Ordering Methods:

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

Freight and Delivery:

1. Include freight in all proposed pricing.
2. Invoice and ship all items directly to CPC's participating agencies. A packing slip will be provided with all deliveries including the agencies' purchase order number. Orders not filled and partial shipments shall be indicated on the packing list. Participating agencies shall be notified of an anticipated availability date, within three (3) business days of receipt of order.
3. All equipment, supplies, and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Vendor.

Design Layout and/or Installation Services:

1. Pricing for design layout and/or installation will be by hourly rate or percentage of the project cost. The Vendor must outline all service charges for design and installation. If the Vendor charges for installation by a method other than hourly or percentage, a complete

- explanation, and breakdown of how charges are calculated must be included with the submission.
2. The Vendor's subcontractors will maintain in current, active status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Vendor must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
 3. The Vendor will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
 4. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Vendors must be able to provide the purchasing agency with a list of responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
 5. All personnel that are working in participating agencies must be bonded and insured and follow all participating agencies' requirements for contractors and subcontractors.
 6. Subcontractors.
 - a. The Vendor will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.
 - b. If a subcontractor is removed from the contract agreement at any time, the Vendor will submit to CPC in writing, the reason for removal and effective date.
 - c. To add a subcontractor to the contract agreement, the Vendor must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
 - d. The Vendor will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
 - e. CPC reserves the right to require that a subcontractor be removed from the contract.
 - f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.
 7. All services will be 100% guaranteed. Any service provided, which does not meet the end-user's expectations will either be redone until the end-user's expectations are met, or the charges for the services are refunded to the participating agency.

Maintenance Plans:

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

Advertising and Marketing:

1. The Vendor will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. The Vendor will be able to assist in developing marketing materials that support the contract.
3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. Services offered must be appropriate and adequate to ensure a successful contract agreement.
4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.

Appendix A: Sales Report Template

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

- July - September
- October - December
- January - March
- April - June

Vendor Name								
April - June 20XX Sales Report								
Purchasing Agency	City	State	Zip	Date of Purchase	Invoice Number	Invoice Amount Total USD	Administrative Fee	Member Savings Generated
						\$ -	\$ -	\$ -

Appendix B: New Vendor Implementation Checklist – Sample

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

Task Description	Target Completion	Completed By
1. CPC Vendor Orientation Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date, if applicable	One Week	CPC & Vendor
2. Vendor/Supplier Login Established – Express (if applicable) Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	One Week	CPC & Vendor
3. Sales Training and Roll Out CP Personnel Briefing; possible webinar training Marketing information sent to CPC	Two Weeks	CPC to Coordinate Vendor
4. Web Development/Express Store (if applicable) Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Two Weeks Three Weeks Four Weeks Four Weeks Five Weeks Five Weeks	Vendor
5. Marketing General announcement Vendor profile page Email signature logo Email communication announcement <i>*All materials will be approved by Vendor prior to disbursement</i>	Three Weeks	CPC
6. Marketing – Vendor General announcement Sales/Account team training; contract highlights including pricing schedule <i>*All materials will be approved by CPC prior to disbursement</i>	Four Weeks	Vendor
7. Management Strategies Review kickoff and roll-out plan Discuss and establish target communication strategy	Eight Weeks	CPC & Vendor
8. Semi-Annual Evaluation and/or Annual Evaluation	6 months or 11 months	CPC

General Terms & Conditions

Note, the Cooperative Purchasing Connection (CPC) may, from time to time, make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. Copies of the Terms and Conditions shall be provided to any individual or vendor. When responding to a solicitation, Vendors must certify that they have read the General Terms and Conditions and understand that they apply to all purchases of the resulting contract.

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

Amendments: This solicitation and the resulting contract shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by the Parties hereto.

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

Awarded Vendor: The company or companies chosen by CPC to provide goods and/or services to CPC participating agencies through the solicitation process.

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

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

understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Vendor from fulfilling all requirements and conditions of the contract.

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

Acceptance or rejection of alternate or counter-offers by CPC shall not constitute a precedent that shall be considered to be binding on successive solicitations or procurements.

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

Byrd Anti-Lobbying Amendment: If a project, as a result of this solicitation, is in excess of \$100,000, the Vendor certifies that it will not, and has not, used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an 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. The Vendor will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. The Vendor will ensure compliance herewith by Seller's subcontractors.

Collusion: For the goods, services or public work specified under this solicitation, Vendor confirms that the offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive solicitation in connection with the above proposal, and that all statements contained within the offer are true and correct. Collusion between Vendors is a cause for rejection of those respondents involved.

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

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

Debarment and Suspension: If within the past five (5) years, any Vendors that have been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state, or local government, the Vendor must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the debarment or suspension, the duration of the debarment or suspension, and the relevant circumstances relating to the debarment or suspension. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract.

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

Defects: All products must be 100% guaranteed. Any product which is received damaged, found to be defective, or does not perform to the end-users' expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

Delivery: Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear on the Vendor's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within five (5) calendar days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Vendor. No delivery charges shall be added to invoices except when authorized on the Purchase Order. All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the respondent, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.

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

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

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Vendor and the participating agency. This shall bind the Vendor to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Vendor.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on CPC and may be disregarded.

3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
 - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
 - b. Extended upon written authorization of CPC and accepted by the Vendor, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
 - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Vendor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Vendor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

Federal Requirements: The Vendor agrees, when working on any federally-assisted project with more than \$2,000.00 in labor costs for the construction, alteration, and/or repair, including painting and decorating, or a public building or public work, to comply with the Contract Work Hours and Safety Standards Act (40 USC) 3701 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR Parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (40 USC 3141), the Copeland "Anti-Kickback" Act (40 USC 3145 and USC 874) as supplemented in the Department of Labor regulation (29 CFR Part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor Regulations (41 CFR Part 60)).

In such projects, the Vendor agrees to post wage rates at the worksite and submit a copy of their payroll to the participating agency for their files. To comply with the Copeland Act, the Vendor must submit weekly payroll records to the participating agency. The Vendor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to participating agencies that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor. In projects that are not federally funded, the Vendor must agree to meet any federal, state, or local requirements as necessary. In compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this solicitation. The Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

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

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

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented because of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public

enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by a government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance under this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

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

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

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

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

Marketing and Promotion: Upon award and completion of the vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership in its newsletters and will publish the contract and marketing information through hard copy marketing items (i.e. flyers, postcard) and electronic email. Contracts will also be promoted at applicable trade shows, conferences, and meetings regularly.

CPC may assist in the development of these materials if requested by the Vendor, but in all cases shall have the authority to review and approve any marketing materials. If a website is used, the link will be made available from the CPC and NDESC websites. Any web page or link, or other marketing tools shall be dedicated to CPC information only.

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

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

Non-Discrimination: Any resulting contract for or on behalf of participating agencies, said Vendor agrees to:

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
3. That a violation of this section is a misdemeanor; and
4. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

Notices: Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given, or (b) on the seventh (7th) day following the date such notice was posted, whichever occurs first.

Ordering: All orders will be executed by participating agencies, directly, with the Vendor. The Vendor will provide products and/or service(s) directly to the specified agency and invoice that agency directly. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.

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

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

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

Payment: The participating agency using the contract agreement will make payments directly to the Vendor. Payment terms will be defined by the Vendor in their response. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.

1. Where a question of quality is involved, payment in whole or part against which to chargeback any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.

2. Payments for used portion of inferior delivery will be made by the participating agency on an adjusted price basis.

Payment; Invoices: The Vendor shall submit invoices to the participating agencies clearly stating “Per CPC Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

Prompt Payment: Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

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

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

Qualified Respondent: A Vendor that has submitted a proposal meeting the due date and time of the solicitation and has submitted all of the requested documents in their entirety in their required format(s).

Recalls: The Vendor shall notify CPC and their participating agencies immediately of any product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency’s discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.

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

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

Rights and Obligations Upon Termination: Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Vendor must refrain from any activity which will create a negative relationship between participating agencies and CPC.

Notification of termination to participating agencies shall not be made by the Vendor unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Vendor will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Vendor or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

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

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

Sales Representation and Marketing: The Vendor agree(s) to provide identified sales/marketing representatives whom CPC can contact for sales and product information. The Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials, including, but not limited to:

1. Printed marketing materials;
2. Contract announcements and advertisements; and
3. On the Vendor's website.

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

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

Substance Use and Conduct: All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

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

information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

Termination: In case of failure to deliver goods or provide services following the contract terms and conditions, CPC reserves the right to cancel and terminate any resulting contract, in part or whole, without penalty, whenever CPC determines that such termination is in the best interest of CPC and its participating agencies. CPC will give notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective, giving thirty (30) calendar days' written notice to the Vendor. The participating agency will only be required to pay the Vendor for goods and services delivered before termination and not otherwise returned following the Vendor's return policy. If the participating agency has paid the Vendor for goods and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

Termination shall occur immediately upon any one of the following events with the Vendor:

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

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

Value Added Attributes: Attributes that a vendor can provide that assist in educating or providing additional service to CPC's participating agencies. This would include but is not limited to products/services, such as promotional items, participation in vendor shows, demonstration of products, training seminars, and the ability to integrate with CPC's Express online marketplace (if applicable).

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

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

Revised 05/2020

Vendor Questionnaire

RFP #21.8 - Event Seating & Staging Solutions

Instructions

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

To submit the required forms, follow these steps:

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

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "Vendor Questionnaire – Name of Company":

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements*](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, Zip code: _____

Website: _____

Phone: _____

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

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

List who will be responsible for receiving updated membership lists.

Name	Email	Phone

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

Name	Email	Phone

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

Name	Email	Phone

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

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

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

Qualifications & Experience *(80 points)*

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

Click or tap here to enter text.

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

Click or tap here to enter text.

3. Describe your current locations, staffing levels, and the number of staff that will be dedicated to the resulting contract if awarded.

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

6. Describe the number of agencies your organization, on average, provides athletic equipment and/or wall mats for each year in the states outlined in this solicitation?

Click or tap here to enter text.

7. Is your organization able to service all areas and eligible agencies outlined in this solicitation? If no, explain why your organization is not able to service a particular area and/or state.

Click or tap here to enter text.

8. Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the states outlined in this solicitation?

Click or tap here to enter text.

9. Provide a list of governmental, educational, and cooperative contracts that your company holds outside of the states outlined in this solicitation.

Click or tap here to enter text.

10. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

Click or tap here to enter text.

Marketing & Partnership *(40 points)*

1. Describe how your company markets directly to potential customers.

Click or tap here to enter text.

2. Describe marketing collateral, sales campaigns, events, conferences (virtual/in-person) attended that have been successful for your organization in the past.

Click or tap here to enter text.

3. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information,

anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support/sample materials as Exhibit A – Marketing Plan.

Click or tap here to enter text.

4. Describe how your company will position this contract to CPC's participating agencies if awarded.

Click or tap here to enter text.

5. Describe how you plan to inform and train your personnel on the details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Click or tap here to enter text.

Financials & Level of Support (15 points)

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

- _____ Pricing is better than what is offered to individual education, government, and nonprofit agencies.
_____ Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
_____ Other, please describe

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

Click or tap here to enter text.

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

_____ *Yes* _____ *No*

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

Click or tap here to enter text.

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

_____ *Yes* _____ *No*

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

Click or tap here to enter text.

Warranty (20 points)

1. Describe your company's ability to provide maintenance, support, and repair services for the proposed products. Describe how a participating agency would seek maintenance and obtaining required pieces should equipment fail.

Click or tap here to enter text.

2. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure. Describe warranty coverage, restrictions/limitations, and any possible travel expenses.

Click or tap here to enter text.

Industry Specific Information (100 points)

1. Provide a narrative description of the products and services you are offering in your proposal.

Click or tap here to enter text.

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

Click or tap here to enter text.

3. Describe how your company works with participating agencies to fulfill their needs and wants regarding athletic equipment and wall mats (i.e. site visits, quotes, communication, drawings, approval).

Click or tap here to enter text.

4. Describe your proposed order process (from start to finish) for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

Click or tap here to enter text.

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

Click or tap here to enter text.

6. Describe your delivery policy and lead time required from an agency placing an order to receipt of delivery.

Click or tap here to enter text.

7. Describe in detail your proposed exchange and return program(s) and policy(s).

Click or tap here to enter text.

8. Describe the duties of your installation team(s), project roles, and any applicable certifications your installers hold.

Click or tap here to enter text.

9. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract.

Click or tap here to enter text.

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

Click or tap here to enter text.

Exceptions & Deviations (10 points)

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

Click or tap here to enter text.

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

Respondents must include the following when requesting exceptions:

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

Click or tap here to enter text.

References (15 points)

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

Reference #1 – Company Name
Service/Product Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Reference #2 – Company Name
Service/Product Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Reference #3 – Company Name
Service/Purchase Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

1. Exhibit A – Marketing Plan – Name of Company

Submit any supplemental materials that outline your marketing plan as outlined in your response above.

A marketing plan would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

2. Exhibit B – Letter/Line of Credit – Name of Company

Attach a letter from a business's chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding six (6) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to help determine the financial stability of the company. Failure to submit a form of financial health may deem your response as non-responsive.

3. Exhibit C - State(s) Contractor's License - Name of Company

Submit a PDF copy of your contractor's license allowing you do to construction type work in CPC's tri-state area.

Pricing Schedule Intro

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

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

This spreadsheet contains the following workbooks/tabs:

- 1 - Pricing Schedule
- 2 - State Multiplier & Time/Material
- 3 - Volume Discounts

1 - Pricing Schedule - *required*

Submit pricing for all products and accessories being offered to CPC and its participating agencies.

2 - State Multiplier & Time/Material - *required*

Submit pricing for Wages/Services requested by CPC and its participating agencies.

3 - Volume Discounts - *optional*

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

2- State Multiplier & Time/Material Rates

*Please note this workbook has multiple tabs.

Instructions. Complete the following schedule for each of the states listed below. Provide your multiplier/factor (wage and transportation) to be applied to the Net Member Price. Complete all information on this form, including all cost actors and service rates for installation, if provided. Failure to enter the required information or changing the format of this REQUIRED FORM will result in your response being deemed non-responsive and will not be considered for evaluation.

Responding Company's Name: _____

REQUIRED FORM

Wages - Percentage Added to Catalog						
Project Types	MN Multiplier 0.00%	ND Multiplier .00%	SD Multiplier .00%	Standard Rate	Percent Discount	CPC Net Member Price
Non-Prevailing Wage Project						
Prevailing Wage Project						
Davis Bacon Wage Project						
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	CPC Net Member Price	Notes
Labor - Normal Working Hours						
Project Design/Development Consultant	7 a.m. to 5 p.m., M-F	Per Hour			\$ -	
Tradesman	7 a.m. to 5 p.m., M-F	Per Hour			\$ -	
Installer	7 a.m. to 5 p.m., M-F	Per Hour			\$ -	
General Laborer	7 a.m. to 5 p.m., M-F	Per Hour			\$ -	
					\$ -	
					\$ -	
Labor - Other Than Normal Working Hours						
Project Design/Development Consultant	Evenings/Weekends	Per Hour			\$ -	
Tradesman	Evenings/Weekends	Per Hour			\$ -	
Installer	Evenings/Weekends	Per Hour			\$ -	
General Laborer	Evenings/Weekends	Per Hour			\$ -	
					\$ -	
					\$ -	
Travel, Per Diem & Mileage						
Travel Time - Round Trip	Travel time rate, round trip from home location to worksite.	Per Hour			\$ -	
Per Diem	Per diem rate - meals and lodging per 24-hour period	Period			\$ -	
Mileage	Mileage rate for company-owned vehicles.	Per Mile			\$ -	
Other Costs Including Average Overall Discount Offered						
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	CPC Net Member Price	Notes
Performance & Payment Bond Cost	The Vendor is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate.	Percent				
	*This represents the cost the Vendor incurs to provide a performance and payment bond to the Participation Agency for an individual project when it is required.					

Vendor Forms & Signatures

RFP #21.8 - Event Seating & Staging Solutions

Instructions

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

To submit the required forms, follow these steps:

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

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

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- | | | | |
|--------------------------|----------------|--------------------------|----------------|
| <input type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 5 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

Authorized Signature

Date

*Note, both sections on this form should not be signed.

Contract Offer & Award

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

Part I: Vendor

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

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

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ **day of** _____ **Contract Number** _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60 -1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

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

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By **initialing the table (1-12)** and **signing below**, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name/Title

Date

Subcontractor Utilization Form

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

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

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

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

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

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

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Bid Bond of \$5,000 (Copy)	Submit as PDF
	Certificate of Insurance – Name of Company	Submit as PDF
	Pricing Schedule – Name of Company	Submit as an Excel document
	Vendor Questionnaire – Name of Company	Submit as a PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
	Exhibit B - Letter/Line of Credit - Name of Company	Submit as PDF
	Exhibit C - State Contractor's License	Submit as PDF
	Business Type Certificate; submit only if applicable. <ul style="list-style-type: none"> • See Vendor Questionnaire (i.e. MBE, SBE). 	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

Authorized Signature

Printed Name/Title

Date

From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Melissa Mattson](#)
Subject: Addendum Release Successful on Bid RFP #21.8 - Event Seating and Staging Solutions
Date: Friday, October 2, 2020 1:09:43 PM

Lisa M Truax:

Bid "RFP #21.8 - Event Seating and Staging Solutions"
Status: Release Successful on Sep 28, 2020 8:02:19 AM MDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=133257>

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

Thank you for using Public Purchase.

MK= ROD/8iHtl8fkdlb8YNr7zg==

Bid RFP #21.8 - Event Seating and Staging Solutions Addendum #1 - Addendum

Information Deleted: Deleted

Information Added: Added

Bid Type **RFP**
 Bid Number **21.8**
 Title **Event Seating and Staging Solutions**
 Start Date **Sep 28, 2020 9:02:19 AM CDT**
 End Date **Oct 27, 2020 10:00:00 AM CDT**
 Agency **Cooperative Purchasing Connection**
 Bid Contact **Lisa M Truax**
 (218) 737-6535
 ltruax@lcsc.org
 1001 E. Mount Faith Avenue
 Fergus Falls, MN 56537

Description

Scope of Work: CPC is seeking to collaborate with an experienced Vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of event seating and staging solutions for venues such as gymnasiums, auditoriums, arenas, stadiums, places of worship, etc. as well as installation, maintenance and repair services, at consortium level discounted pricing. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. A qualified Vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories. Event seating and staging may include, but not limited to the following categories:

1. Indoor and outdoor grandstands: bleachers, angle frame, I-beam, tube, and channel structure.
2. Telescopic seating, arena seating.
3. Seating: bench, fixed, soft, portable/tip and roll.
4. Staging, fixed or mobile: risers, stages.
5. Related accessories: press boxes, media platforms, score keeping tables, railings, end curtains, ramps.
6. Services: design, installation, maintenance, repair, safety-inspections.
7. Rental equipment: applicable to the solutions requested above.

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

CPC intends to award this solicitation to one or more Vendors based on who can offer acceptable event seating and staging solutions, services and related accessories that can be of benefit to all participating agencies. Manufacturers may respond directly and will be required to identify regional suppliers to execute the contract if pricing is consistent and the designated suppliers adhere to the terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

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

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

Pre-Bid Conference

Date: Oct 13, 2020 10:00:00 AM CDT
 Location: Non-Required Conference Call
 Notes: A web conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. Those participating in the conference call will have the opportunity to view a demonstration of CPC's Express online marketplace, when applicable. The conference call will not be recorded. To attend the conference call, visit: <https://zoom.us/j/93011887823?pwd=QIZZWUdaRUdEdjNjchdVlEeXNmVwZz09>

1. Dial-in Number: +1 312 626 6799 US
2. Meeting ID: 930 1188 7823
3. Password: 696850

No Attachments

Documents

Sep 25, 2020 12:26:50

Name	Posting Date	Acceptance
RFP #21.8 - Event Seating & Staging.pdf	Sep 25, 2020 12:26:22 PM CDT	Yes
RFP #21.8 - General Terms and Conditions.pdf	Sep 25, 2020 12:26:26 PM CDT	Yes
RFP #21.8 - Vendor Questionnaire Pricing	Sep 25, 2020 12:26:43 PM CDT	Yes
RFP #21.8 - Pricing Schedule.xlsx	Sep 25, 2020 12:26:46 PM CDT	Yes
RFP #21.8 - Vendor Forms & Signatures, Questionnaire_Amended 10.2.2020.doc	Oct 2, 2020 1	Yes

[Return to Bid](#)

Vendor Questionnaire

RFP #21.8 - Event Seating & Staging Solutions

Instructions

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

To submit the required forms, follow these steps:

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

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "Vendor Questionnaire – Name of Company":

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements*](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, Zip code: _____

Website: _____

Phone: _____

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

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

List who will be responsible for receiving updated membership lists.

Name	Email	Phone

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

Name	Email	Phone

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

Name	Email	Phone

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

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

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

Qualifications & Experience *(80 points)*

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

Click or tap here to enter text.

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

Click or tap here to enter text.

3. Describe your current locations, staffing levels, and the number of staff that will dedicated to the resulting contract if awarded.

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

6. Describe the number of agencies your organization, on average, provides event seating or staging solutions for each year in the states outlined in this solicitation?

Click or tap here to enter text.

7. Is your organization able to service all areas and eligible agencies outlined in this solicitation? If no, explain why your organization is not able to service a particular area and/or state.

Click or tap here to enter text.

8. Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the states outlined in this solicitation?

Click or tap here to enter text.

9. Provide a list of governmental, educational, and cooperative contracts that your company holds outside of the states outlined in this solicitation.

Click or tap here to enter text.

10. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

Click or tap here to enter text.

Marketing & Partnership *(40 points)*

1. Describe how your company markets directly to potential customers.

Click or tap here to enter text.

2. Describe marketing collateral, sales campaigns, events, conferences (virtual/in-person) attended that have been successful for your organization in the past.

Click or tap here to enter text.

3. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information,

anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support/sample materials as Exhibit A - Marketing Plan.

Click or tap here to enter text.

4. Describe how your company will position this contract to CPC's participating agencies if awarded.

Click or tap here to enter text.

5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.

Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Click or tap here to enter text.

Financials & Level of Support (15 points)

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

- _____ Pricing is better than what is offered to individual education, government, and nonprofit agencies.
_____ Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
_____ Other, please describe

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

Click or tap here to enter text.

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

_____ *Yes* _____ *No*

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

Click or tap here to enter text.

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

_____ *Yes* _____ *No*

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

Click or tap here to enter text.

Warranty (20 points)

1. Describe your company's ability to provide maintenance, support, and repair services for the proposed products. Describe how a participating agency would seek maintenance and obtaining required pieces should equipment fail.

Click or tap here to enter text.

2. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure. Describe warranty coverage, restrictions/limitations, and any possible travel expenses.

Click or tap here to enter text.

Industry Specific Information *(100 points)*

1. Provide a narrative description of the products and services you are offering in your proposal.

Click or tap here to enter text.

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

Click or tap here to enter text.

3. Describe how your company works with participating agencies to fulfill their needs and wants regarding event seating and staging solutions (i.e. site visits, quotes, communication, drawings, approval).

Click or tap here to enter text.

4. Describe your proposed order process (from start to finish) for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

Click or tap here to enter text.

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

Click or tap here to enter text.

6. Describe your delivery policy and lead time required from an agency placing an order to receipt of delivery.

Click or tap here to enter text.

7. Describe in detail your proposed exchange and return program(s) and policy(s).

Click or tap here to enter text.

8. Describe the duties of your installation team(s), project roles, and any applicable certifications your installers hold.

Click or tap here to enter text.

9. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract.

Click or tap here to enter text.

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

Click or tap here to enter text.

Exceptions & Deviations *(10 points)*

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

Click or tap here to enter text.

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

Respondents must include the following when requesting exceptions:

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

Click or tap here to enter text.

References (15 points)

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

Reference #1 – Company Name
Service/Product Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Reference #2 – Company Name
Service/Product Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Reference #3 – Company Name
Service/Purchase Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

1. Exhibit A – Marketing Plan – Name of Company

Submit any supplemental materials that outline your marketing plan as outlined in your response above.

A marketing plan would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

2. Exhibit B – Letter/Line of Credit – Name of Company

Attach a letter from a business's chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding six (6) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to help determine the financial stability of the company. Failure to submit a form of financial health may deem your response as non-responsive.

3. Exhibit C - State(s) Contractor's License - Name of Company

Submit a PDF copy of your contractor's license allowing you do to construction type work in CPC's tri-state area.

From: [Public Purchase](#)
To: [Lisa Truax](#)
Subject: Public Purchase - RFP #21.8 - Event Seating and Staging Solutions Closed Notification
Date: Tuesday, October 27, 2020 10:00:08 AM

Lisa M Truax:

The bid RFP #21.8 - Event Seating and Staging Solutions has closed on Oct 27, 2020 9:00:00 AM MDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=133257>

Thank you for using Public Purchase.

MK= /SE2hAZ7E0Ic9XIEMksCOW==

Notifications Report

Agency **Cooperative Purchasing Connection**
 Bid Number **133257**
 Bid Title **Event Seating and Staging Solutions**

Vendor Name	State	Invitation	Date	Email	Reason
AAE	PA	Classification	2020-09-28 08:36:59	DANM@AAESPORTS.COM	Bid Notification
Agathos Laboratories, Inc.	CA	Classification	2020-09-28 08:36:59	sales@agathoslabs.com	Bid Notification
Alert Services, Inc.	TX	Classification	2020-09-28 08:36:59	orders@alertservices.com	Bid Notification
ALUMINUM ATHLETIC EQUIPMENT CO.	PA	Classification	2020-09-28 08:36:59	TOMS@AAESPORTS.COM	Bid Notification
AmTab Manufacturing Corporation	IL	Classification	2020-09-28 08:36:59	Contract@AmTab.com	Bid Notification
AmTab Manufacturing Corporation	IL	Classification	2020-10-02 12:22:00	contractteam@amtab.com	Addendum Notification
Bill Fritz Sports Corporation	NC	Classification	2020-09-28 08:36:59	bfritz@billfritzsports.com	Bid Notification
BRIGADOON FITNESS INC	IN	Classification	2020-09-28 08:36:59	Kevinf@BrigadoonFitness.com	Bid Notification
BSN Sports & US Games	TX	Classification	2020-09-28 08:36:59	bsnbid@bsnsports.com	Bid Notification
BSN Sports & US Games	TX	Classification	2020-10-02 12:22:00	bsnbid@bsnsports.com	Addendum Notification
Concourse Team Express LLC	TX	Classification	2020-09-28 08:36:59	adam.trevino@teamexpress.com	Bid Notification
Conner Athletic Products	IA	Classification	2020-09-28 08:36:59	jconner@power-lift.com	Bid Notification
Dakota Fence	ND	Classification	2020-09-28 08:36:59	mike@dakotafence.com	Bid Notification
Dallas Midwest, LLC	TX	Classification	2020-09-28 08:36:59	dallasmidwest@contracts123.com	Bid Notification
Diversified Metal Fabricators, Inc.	MO	Classification	2020-09-28 08:36:59	info@dmfinc.com	Bid Notification
Eastbay, INC	WI	Classification	2020-09-28 08:36:59	frank.white@eastbay.com	Bid Notification
Find Import Corporation	MA	Classification	2020-09-28 08:36:59	vendor@opentip.com	Bid Notification
FlagHouse, Inc	NJ	Classification	2020-09-28 08:36:59	keyaccounts@flaghouse.com	Bid Notification
Game Time Sports Systems, LLC	IL	Classification	2020-09-28 08:36:59	d.stern@gametimesportssystem.com	Bid Notification
GearGrid LLC	MN	Classification	2020-09-28 08:36:59	jeffa@geargrid.com	Bid Notification
Gerrells Sports Center	ND	Classification	2020-09-28 08:36:59	gerrells@gerrells.net	Bid Notification
H&B Specialized Products, Inc.	MN	Classification	2020-09-28 08:36:59	janderson@hbsponline.com	Bid Notification
H&B Specialized Products, Inc.	MN	Classification	2020-10-02 12:22:00	janderson@hbsponline.com	Addendum Notification
Haldeman Homme	MN	Classification	2020-09-28 08:36:59	pfedje@andersonladd.com	Bid Notification
HERTZ FURNITURE	NJ	Self Invited	2020-10-02 12:22:00	bids@hertzfurniture.com	Addendum Notification
K-Log Inc	IL	Classification	2020-09-28 08:36:59	ebid@k-log.com	Bid Notification
KORNEY BOARD AIDS	TX	Classification	2020-09-28 08:36:59	info@KBACAOACH.COM	Bid Notification
Krueger International, Inc.	WI	Classification	2020-09-28 08:36:59	sam.bissing@ki.com	Bid Notification
MFAC, LLC	RI	Classification	2020-09-28 08:36:59	mfathletic@mfathletic.com	Bid Notification
Midwest Playscapes, Inc.	MN	Classification	2020-09-28 08:36:59	playscapes@earthlink.net	Bid Notification
Nasco Education LLC	WI	Classification	2020-09-28 08:36:59	quotes@enasco.com	Bid Notification
North America Procurement Council	CO	Self Invited	2020-10-02 12:22:00	sourcemanagement@napc.me	Addendum Notification
Onvia	WA	Self Invited	2020-10-02 12:22:00	sourcemanagement2@onvia.com	Addendum Notification
Palos Sports, Inc.	IL	Classification	2020-09-28 08:36:59	agallagher@palosports.com	Bid Notification
Park Warehouse	FL	Classification	2020-09-28 08:36:59	bids@parkwarehouse.com	Bid Notification
PS Furniture, Inc.	WI	Classification	2020-09-28 08:36:59	jvaughn@psfurniture.com	Bid Notification
Pyramid Paper Company	FL	Classification	2020-09-28 08:36:59	biddept@pyramidsp.com	Bid Notification
RECREATION SUPPLY COMPANY	ND	Classification	2020-09-28 08:36:59	bids@recsupply.com	Bid Notification
Recreonics, Inc.	KY	Classification	2020-09-28 08:36:59	aquatics@recreonics.com	Bid Notification
Rocky Mountain Recreation LLC	ID	Classification	2020-09-28 08:36:59	rockymountainrecreationllc@gmail.com	Bid Notification
Royal Media Network	MD	Classification	2020-09-28 08:36:59	jojo@royalimagingolutions.com,eddie	Bid Notification
School Outfitters	OH	Classification	2020-09-28 08:36:59	contracts@schooloutfitters.com	Bid Notification
School Specialty	WI	Classification	2020-09-28 08:36:59	bidnotices@schoolspecialty.com	Bid Notification
School Specialty	WI	Classification	2020-10-02 12:22:00	bidnotices@schoolspecialty.com	Addendum Notification
School's In, LLC	OH	Classification	2020-09-28 08:36:59	schools@contracts123.com	Bid Notification
Seating And Athletic Facility Enterprises, LLC	MN	Classification	2020-09-28 08:36:59	stadiumsteve@gmail.com	Bid Notification
Seating And Athletic Facility Enterprises, LLC	MN	Classification	2020-10-02 12:22:00	stadiumsteve@gmail.com	Addendum Notification
SNA Sports Group	MI	Classification	2020-09-28 08:36:59	info@snsportsgroup.com	Bid Notification
Southern Minnesota Inspection Co	MN	Classification	2020-09-28 08:36:59	cplonske@southernminnesotainspectio	Bid Notification
Tennis Express	TX	Classification	2020-09-28 08:36:59	team@TennisExpress.com	Bid Notification
The J Paul Company	TX	Classification	2020-09-28 08:36:59	Lindsay@jpaulco.com	Bid Notification
The Library Store, Inc.	IL	Classification	2020-09-28 08:36:59	districtbids@thelibrarystore.com	Bid Notification
The Prophet Corporation	MN	Classification	2020-09-28 08:36:59	bids@gophersport.com	Bid Notification
Toledo Physical Education Supply	OH	Classification	2020-09-28 08:36:59	dmetzger@tpesonline.com	Bid Notification
W.L. Collins Corp., LLC.	MA	Classification	2020-09-28 08:36:59	brendan.sweed@collinssports.com	Bid Notification
Wenger Corporation	MN	Classification	2020-09-28 08:36:59	julie.webber@wengercorp.com	Bid Notification
Western Services LLC	WY	Classification	2020-09-28 08:36:59	doug_westernservices@vcn.com	Bid Notification

Access Report

Agency Cooperative Purchasing Connection
Bid Number 21.8
Bid Title Event Seating and Staging Solutions

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
School Wholesale Supplies LLC	2020-09-29 04:57 AM CDT	2020-09-29 04:57 AM CDT		
North America Procurement Council	2020-09-30 03:54 AM CDT	2020-10-05 04:00 AM CDT	RFP #21.8 - Event Seating & Staging.pdf	
BSN Sports & US Games	2020-09-28 09:38 AM CDT	2020-09-28 10:16 AM CDT	RFP #21.8 - Vendor Forms & Signatures.pdf RFP #21.8 - Pricing Schedule.xlsx RFP #21.8 - Vendor Questionnaire.docx RFP #21.8 - General Terms and Conditions.pdf RFP #21.8 - Event Seating & Staging.pdf	
Smartstage Ltd.	2020-10-05 04:40 PM CDT	2020-10-05 04:40 PM CDT	RFP #21.8 - Event Seating & Staging.pdf	
Onvia	2020-09-28 01:46 PM CDT	2020-10-28 04:03 AM CDT	RFP #21.8 - Vendor Questionnaire_Amended 10.2.2020.pdf RFP #21.8 - Vendor Forms & Signatures.pdf RFP #21.8 - General Terms and Conditions.pdf RFP #21.8 - Event Seating & Staging.pdf	
AmTab Manufacturing Corporation	2020-09-28 02:36 PM CDT	2020-09-28 02:39 PM CDT	RFP #21.8 - Event Seating & Staging.pdf	
School Specialty	2020-09-28 09:46 AM CDT	2020-09-29 06:09 AM CDT	RFP #21.8 - Event Seating & Staging.pdf RFP #21.8 - General Terms and Conditions.pdf RFP #21.8 - Pricing Schedule.xlsx	
Construction Industry Center	2020-10-07 03:36 PM CDT	2020-10-13 09:36 AM CDT	RFP #21.8 - Vendor Forms & Signatures.pdf RFP #21.8 - Pricing Schedule.xlsx RFP #21.8 - General Terms and Conditions.pdf RFP #21.8 - Event Seating & Staging.pdf RFP #21.8 - Vendor Questionnaire_Amended 10.2.2020.docx	
Southern Minnesota Inspection Co	2020-09-28 09:49 AM CDT	2020-09-28 09:49 AM CDT		
Dodge Data & Analytics	2020-09-28 08:14 PM CDT	2020-10-27 10:21 PM CDT		
Wenger Corporation	2020-09-28 10:22 AM CDT	2020-10-09 11:17 AM CDT	RFP #21.8 - Vendor Questionnaire_Amended 10.2.2020.docx RFP #21.8 - Vendor Forms & Signatures.pdf RFP #21.8 - General Terms and Conditions.pdf RFP #21.8 - Pricing Schedule.xlsx RFP #21.8 - Event Seating & Staging.pdf	2020-10-09 11:16 AM CDT
Seating And Athletic Facility Enterprises, LLC	2020-09-28 11:54 AM CDT	2020-10-26 05:41 PM CDT	RFP #21.8 - Vendor Questionnaire_Amended 10.2.2020.docx RFP #21.8 - Vendor Forms & Signatures.pdf RFP #21.8 - Pricing Schedule.xlsx RFP #21.8 - Vendor Questionnaire.docx RFP #21.8 - General Terms and Conditions.pdf RFP #21.8 - Event Seating & Staging.pdf	2020-10-26 05:40 PM CDT
HERTZ FURNITURE	2020-10-01 09:18 AM CDT	2020-10-01 09:27 AM CDT	RFP #21.8 - Event Seating & Staging.pdf RFP #21.8 - General Terms and Conditions.pdf RFP #21.8 - Vendor Questionnaire.docx RFP #21.8 - Pricing Schedule.xlsx RFP #21.8 - Vendor Forms & Signatures.pdf	
H&B Specialized Products, Inc.	2020-09-28 10:34 AM CDT	2020-09-28 10:36 AM CDT	RFP #21.8 - Vendor Forms & Signatures.pdf RFP #21.8 - Pricing Schedule.xlsx RFP #21.8 - Vendor Questionnaire.docx RFP #21.8 - General Terms and Conditions.pdf RFP #21.8 - Event Seating & Staging.pdf	

Opening Record

RFP #21.8 - Event Seating & Staging Solutions

October 27, 2020

10:09 a.m. CT

Request for Proposal

Date

Time

DocuSigned by:
Mary Juliot
6719FAFF8E18498...

DocuSigned by:
Lisa Truax
9AB8C86EB0B9422...

Mary Juliot, Marketing & Design Specialist

Lisa Truax, Procurement Solutions Coordinator

Company Responding	Seating and Athletic Facility Enterprises, LLC	Wenger Corporation
Copy of Bid Bond - \$5,000 <i>Yes/No</i>	Yes	
Certificate of Insurance <i>Yes/No</i>	Yes	
Pricing Schedule <i>Yes/No</i>	Yes	
Vendor Forms & Signatures <i>Yes/No</i>	Yes	
Vendor Questionnaire <i>Yes/No</i>	Yes	
Exhibit A - Marketing Plan <i>Yes/No</i>	Yes	
Exhibit B - Letter/Line of Credit <i>Yes/No</i>	Yes	
Exhibit C - State(s) Contractor's License <i>Yes/No</i>	Yes	
Business Type Certificate <i>If applicable, submit as PDF</i>	N/A	
Catalogs/Other	Yes	
Qualified Respondent <i>Yes/No</i>	Yes	No BID

Cooperative Purchasing Connection
Tabulation Report RFP #21.8 - Event Seating and
Staging Solutions
Vendor: Seating And Athletic Facility Enterprises, LLC

General Comments: zBROCHURE and zCATALOG are product information for the products listed in Pricing Schedule. Started with z to keep all the other documents in order above product information.

General Attachments: Bid Bond \$5000 (Copy) - SAAFE, LLC.pdf *Confidential, on file with CPC.
Certificate of Insurance - SAAFE, LLC.pdf
Exhibit A - Marketing Plan - SAAFE, LLC.pdf
Exhibit B - LetterLine of Credit -SAAFE, LLC.pdf *Confidential, on file with CPC.
Exhibit C - State Contractor License Registration - SAAFE, LLC.pdf
Pricing Schedule - SAAFE, LLC (11).xlsx *Full Price schedule on file with CPC.
Vendor Forms and Signatures - SAAFE, LLC.pdf
Vendor Questionnaire - SAAFE, LLC.pdf
zBROCHURE Midwest Folding Products TFR flyer.pdf
zBROCHURE Midwest Folding Products transfold portable stage flyer.pdf
zBROCHURE SPEC SEATING DS100 Portable Chair - Logo Series.pdf
zBROCHURE Steadfast Seating Alessandria Chair.pdf
zBROCHURE Steadfast Seating, Convention Chiar.pdf
zCATALOG Interkal-Master.pdf
zCATALOG Southern Bleacher Angle Frame.pdf
zCATALOG Southern Bleacher Grandstand.pdf

*All brochures and catalogs on file with CPC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2020

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

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

PRODUCER American Agency, Inc. 5851 Cedar Lake Road P O Box 16527 Minneapolis MN 55416	CONTACT NAME: Ruthi Siegel PHONE (A/C, No, Ext): (952) 545-1230 E-MAIL ADDRESS: ruthis@americanagencymn.com	FAX (A/C, No): (952) 593-8733
	INSURER(S) AFFORDING COVERAGE	
INSURED SAAFE, LLC PO Box 230 Shorewood MN 55331	INSURER A: Employers Mutual Casualty Co NAIC # 21415	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

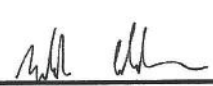
COVERAGES **CERTIFICATE NUMBER:** CL2013057538 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6X1637521	01/30/2020	01/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6X1637521	01/30/2020	01/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non Owned Lia \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6X1637521	01/30/2020	01/30/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6X1637521	01/30/2020	01/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Personal Property - Special Form \$1,000 Ded Replacement Cost			6X1637521	01/30/2020	01/30/2021	Business Personal Prope 50,000

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

CERTIFICATE HOLDER**CANCELLATION**

Cooperative Purchasing Connection 1001 Mount Faith Avenue Fergus Falls MN 56537	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Vendor Questionnaire

RFP #21.8 - Event Seating & Staging Solutions

Instructions

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

To submit the required forms, follow these steps:

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

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "Vendor Questionnaire – Name of Company":

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements*](#)

Company Information

Name of Company: SAAFE, LLC

Company Address: 684 Excelsior Blvd, Suite 220 Mailing: PO Box 230

City, State, Zip code: Excelsior MN 55331

Website: stadiumsteve@gmail.com

Phone: 612-808-9869

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

	Name	Email	Phone
General Manager	Tim Tobin	timatobin@aol.com	612-250-9606
Contract Manager	Trina Churchill	stadiumsteve@gmail.com	507-256-7604
Sales Manager	Tim Tobin	timatobin@aol.com	612-250-9606
Marketing Manager	Tim Tobin	timatobin@aol.com	612-250-9606
Customer Service Manager	Kyle Hoffman	stadiumsteve@gmail.com	612-808-9869
Account Manager(s)	Kyle Hoffman	stadiumsteve@gmail.com	612-808-9869

List who will be responsible for receiving updated membership lists.

Name	Email	Phone
Trina Churchill	stadiumsteve@gmail.com	507-256-7604

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

Name	Email	Phone
Trina Churchill	stadiumsteve@gmail.com	507-256-7604

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

Name	Email	Phone
Trina Churchill	stadiumsteve@gmail.com	507-256-7604

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

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

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

Qualifications & Experience (80 points)

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

After working along side “Stadium” Steve Snyder for 21 of his almost 40 years, I completed the purchase of Seating and Athletic Facility Enterprises on January 30th, 2020. As such I have assumed the role as the most experienced provider of telescopic bleachers, grandstands, bleachers, and press boxes in the Minnesota, North Dakota, and South Dakota area. With “Stadium’s 40 years and the 35 years of experience that I have in the design, sales and installation of school equipment, and most notably and recently bleachers and grandstands, SAAFE has developed relationships with schools, architects, engineers, and others throughout the three state area (MN, ND, SD), that puts us on the front end design phase of the majority of telescopic bleacher projects and nearly every grandstand project in the that area. This front end involvement, assists our ability to finalize a close our sales at an extremely high rate.

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

Since purchasing Seating and Athletic Facility Enterprises, SAAFE, LLC has added a website that showcase many of our projects and answers a series of frequently asked questions,. We continue to advertise in trade newsletters and will continue to attend the trades shows that have been our staples – MNAAIA, MSBA, MASMA, NDCEL, NDAASA, SDAASA. It is our intention to increase our exposure at trade shows by adding the park and recreation conferences and the county fair conferences. Even in the COVID area we are staying active by participating in virtual conferences by creating 30 second commercial and virtual sales zoom rooms.

In addition, as always we concentrate on designing and participating in the purchasing process from start to finish. Much of our efforts are spent on the front side of a project in design and budgeting. These are services that we provide free of charge when dealing with the customer directly or through an architect or engineer. By being the bleacher and grandstand “specialist” in the area, we create opportunities that are often not seen by our competition.

3. Describe your current locations, staffing levels, and the number of staff that will dedicated to the resulting contract if awarded.

SAAFE, LLC is currently located in Excelsior, MN and is staffed at three people. All three of these staff members are currently and will continue to be active in the execution of the CPC contract. Tim Tobin is the primary sales consultant and customer contact. Trina Churchill will continue with the majority of the CPC administrative tasks, as well as accounts receivable and accounts payable. Kyle Hoffman is responsible for sales support and project management. If necessary, additional staff could and would be added.

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

The majority of the products purchased via this contract would be considered “custom” products, and as such inventory and stock levels are not the norm. The typical process once an order is placed involves the development of engineered and stamped shop drawings, approval of these drawings by owner and/or design professional, and color choices. Once the order is approved and color choices are made, SAAFE will do a final field check and finalize the order. Once finalized the order is released to the factory for production. The lead time for these projects can range from a few weeks for simple angle frame bleachers and tip and roll bleachers to three or four months for grandstands and telescopic bleachers. The keys keeping these type of project on time is to plan ahead, and to stay on top of the process. Often these projects are not stand alone projects and the work must be timed and coordinated with other contractors and/or owner completed aspects. Our office has developed procedures that keep us, the customer, and other contractors fully informed and up to date.

Some products on this contract are stocked at the factory level, these products include, some of the choral risers and stages by Midwest Folding Products, team benches and aluminum planks by Southern Bleacher Company, and many of the parts provided by Interkal, These manufacturer stocked items are typically available in a week to ten days. In addition, SAAFE, stocks some of the most common and critical repair parts for Interkal and Southern Bleacher Company.

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

We have provided nearly every school district in Minnesota with bleachers on multiple occasions. While we have not been selling in North Dakota and South Dakota for as many years, we have repeat customers in nearly every large school district and several of the smaller districts, Bleachers and grandstand are not an items that most people would considered to be purchased on a regular basis, so longevity in the industry, along with fair pricing and successful

completion of projects is how you create the list of Interkal projects and Grandstand projects that are attached. Much of SAAFE's success can be credited to "word of mouth". While many school superintendents may only purchase bleachers once in a career, it is the norm that one superintendent will call another superintendent that recently installed bleachers to find out who they should contact for bleachers, in almost all of these situation SAAFE is the recommendation.

6. Describe the number of agencies your organization, on average, provides event seating or staging solutions for each year in the states outlined in this solicitation?

On average we have +/- 300 orders from schools customers, contractors, and other customers each year from Minnesota, North Dakota, and South Dakota. Order sizes vary from a less than \$100 for parts to in excess of \$1,000,000 for grandstand projects. On average we have sales to 200 different organizations each year.

7. Is your organization able to service all areas and eligible agencies outlined in this solicitation? If no, explain why your organization is not able to service a particular area and/or state.

SAAFE, LLC services all of Minnesota, North Dakota, and South Dakota. SAAFE does not currently service Wisconsin for its two primary lines Interkal and Southern Bleacher Company, both Interkal and Southern Bleacher Company have other exclusive dealers in Wisconsin. If a customer in Wisconsin is interested in purchasing either product via the contract, we will make this happen with coordination between the Wisconsin dealers/agents, the manufacturers, and SAAFE. The other lines listed in the pricing are available to customers in Wisconsin directly from SAAFE, without coordination with others.

8. Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the states outlined in this solicitation?

We do not have any other contracts for products or services.

9. Provide a list of governmental, educational, and cooperative contracts that your company holds outside of the states outlined in this solicitation.

We do not have any other contracts for products or services.

10. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

No agencies would be exempt from this proposal.

Marketing & Partnership *(40 points)*

1. Describe how your company markets directly to potential customers.

SAAFE, LLC Currently markets via direct sales calls, trade shows, industry newsletters, contact with design professionals, reputation, and work of mouth. SAAFE has added a website this year that features many of our projects, explains many of our various products, and provide an easy means of contact. When contacted, we emphasize the importance of an on-site visit/meeting. This visit allows SAAFE the opportunity to gather as much information as possible from the customer in order to fine tune and design a project that will best fit the budget and the desired outcome. Through years of developing projects for customers through out the region, SAAFE has become what most consider the "bleacher" experts. As such, we are most often the first call by customers and design professional when a potential project arises.

2. Describe marketing collateral, sales campaigns, events, conferences (virtual/in-person) attended that have been successful for your organization in the past.

SAAFE attends MNAIAIA, MSBA, MASMA, NDAASA, and SDAASA conferences every year. We are participating in virtual conferences during this COVID era. I have attached the 30 second commercial created for NDCEL in October of this year. All of these conferences have had value to SAAFE in the school market. Additionally, we are investigating the opportunities to expand our participation in conferences outside of the school market. These include park and recreation, and county fairs.

3. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support/sample materials as Exhibit A – Marketing Plan.

SAAFE is in the process of updating its logo and artwork. Upon completion we hope to have a more readable and contemporary feel. The new artwork will be used in all of our promotional material and letterheads. Inclusive to the new artwork will be the CPC banner and a copyrighted liner "Home of Stadium Steve". Stadium Steve will also be trademarked for exclusive use by SAAFE, LLC.

SAAFE, has an existing library of camera ready art and photographs, that we have used in conference promotional and website.

Attached please find our Marketing Plan and related documents in Exhibit A.

4. Describe how your company will position this contract to CPC's participating agencies if awarded.

The contract will be featured on our letterhead, our catalog labels, and following our email sign-off. Additionally, It is featured on our website as one of the primary reasons to purchase from SAAFE, LLC. The CPC contract is always discussed at the initial on site meeting as a viable option to use in the purchasing process. Furthermore, we will continue to promoted the CPC contract to architects, engineers, and construction managers as an expeditious, fair, effective means of serving their customers. This marketing effort to the customer representatives has lead to several large contracts that have been successfully completed. In the future, the CPC contract will be promoted in all of our newsletter and other advertising.

5. Describe how you plan to inform and train your personnel on the details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Our staff is relatively small and intimately knowledgeable in the benefits of using the CPC contract. We continue to emphasize the benefit and efficiency of using the CPC contract. The inherent trust that SAAFE has developed over the past decades is one of the most important aspects in the acceptance and use of the contract. This is further enforced by the relationship that the schools have with their local service cooperatives. SAAFE will continue to build upon both of these relationships to continue to grow the use of the CPC contract.

Financials & Level of Support (15 points)

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

- Pricing is better than what is offered to individual education, government, and nonprofit agencies.
 Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
 Other, please describe

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

Click or tap here to enter text.

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

Yes No

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

Click or tap here to enter text.

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

_____ **Yes**

 X **No**

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

Click or tap here to enter text.

Warranty (20 points)

1. Describe your company's ability to provide maintenance, support, and repair services for the proposed products. Describe how a participating agency would seek maintenance and obtaining required pieces should equipment fail.

SAAFE provides maintenance, support, and repair services for all the products lines that it sells. Additionally, it will provide maintenance and service to other product lines, although access to parts may be an issue with manufacturers that SAAFE does not represent. Maintenance and parts are available by contacting us via email or phone, when necessary, we will visit the site and review the assist in the determination of the parts that are needed.

2. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure. Describe warranty coverage, restrictions/limitations, and any possible travel expenses.

The warranties are provided by the manufacturers of the products and supported by SAAFE. All manufacturers that SAAFE sells provide a minimum of 1 year material and workmanship warranty. This warranty covers defects or issues caused by defective material and workmanship, as long as the product is used as instructed and operated as intended. Interkal will offer up to a 10 year warranty on the structural components of the bleacher, and up to 5 years on the remaining parts. Southern Bleacher Company will also provide an extended warranty. Extended warranties are subject to an increase cost and should be clarified prior to ordering.

Industry Specific Information (100 points)

1. Provide a narrative description of the products and services you are offering in your proposal.

SAAFE, LLC is the leading supplier of telescopic bleachers, grandstands, angle frame bleachers, and prefabricated press boxes in Minnesota, North Dakota, and South Dakota. We also provide products such as platform chairs, stadium chairs, auditorium chairs, and aluminum benches. The majority of our products are manufactured by three manufacturers:

Interkal, LLC – Telescopic Bleachers, Platform Chairs, and Stadium Chairs

Southern Bleacher Company – Grandstands and Angle Frame Bleachers

Builders First Source, Osakis – Pre-fabricated Press Boxes

Additionally, we represent Steadfast Seating (Auditorium Chairs) , Spec Seating (Padded Team Chairs), and Midwest Folding Products (Staging and Choral Risers).

We service the bleachers we the brands we sell with both parts and service, and provide service and parts when possible for the brands we do not sell.

Related to the grandstand and outdoor bleacher business, SAAFE often provides and installs the concrete foundations and/or pads that are need to support the bleacher or grandstand. Through our manufacturers we can provide engineered stamped drawings for both the bleacher or grandstand as well as the structural foundations. This allows customer the option of working with a single supplier from start to finish, design to completion.

When it comes to indoor bleachers whether it be telescopic bleacher seating or indoor grandstands or bleachers, can also be the single source for design, sales, and construction.

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

SAAFE, LLC is the only regional sales group that is dedicated to the sales of bleachers and grandstand related products, exclusively. Through specialization we have become the industries “go to” company. When schools, architects, engineers, construction managers or others in the industry need product or information regarding bleachers, SAAFE, LLC “the Home of Stadium Steve” is typically the first source they contact. We are the only company that services the three states of Minnesota, North Dakota, and South Dakota, our competition in either indoor or outdoor bleachers only represent their manufacturer in one of those individual states. Furthermore, since we have controlled such a large market share, we have been able to develop a group of exclusive sub-contractors that have been trained and certified to install Interkal Bleachers and Southern Bleacher Company. These are local contractors that are not only skilled, but knowledgeable and efficient in the products that they install. One of the key differences with many of our competitors is that both the sales organization and the crews doing the work are local to this area. The regional nature of our company as compared to the national nature of many of the grandstand companies in particular allows us to provide a much higher level of service to the customers. Also, as the lead sales group in this region, we have had the choice of manufactures that we would want to represent. Interkal, Southern Bleacher Company, and Builders First Source, provide the quality and competitiveness that keeps customers returning for their next project.

3. Describe how your company works with participating agencies to fulfill their needs and wants regarding event seating and staging solutions (i.e. site visits, quotes, communication, drawings, approval).

The sales and ordering process for begins with an initial contact, in most cases this is either an email or phone call to SAAFE. In the majority of instances, the next step is an on site visit, so the SAAFE representative can take measurements, review the site, and collect technical information, but more importantly this is the opportunity discover the owners vision and to discuss budget. This is also the time to provide information to the owner regarding a purchase that is sometimes a once in a lifetime purchase, and in which they have no previous experience. Following this meeting, SAAFE will typically create sales drawings representing the budget and vision of the owner. The owner is also provided a quotation (firm or budgetary) depending on the priority at the time, The quote may have various options or alternates to aid in the decision making process. This quote and drawing is typically just the starting point, as other invested parties provide input and critique After review and comments by the owners, a more narrowly focus quote and drawing is typically the next step. During this process a few to several site visits may be necessary to fully explain and visualize the project. Sometimes, three and four rounds of sales drawings may be required to work out all the details. Once a final quote and sales drawing is accepted, the owner can issue a PO or sign and return the quote to begin the order process.

4. Describe your proposed order process (from start to finish) for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

Upon receiving an order SAAFE will immediately order the product from the manufacturer(s). Engineer stamped drawings are created and submitted to the owner for approval and color choices. This is the stage that any owner changes and comments are to be made. These changes can usually be accomplished by “notes on the drawings”. If it is a substantial change, redrawing and resubmitting the drawings may be necessary. Also at this time, if a building permit is necessary SAAFE will prepare and apply for the building permit. After receiving approved drawings, SAAFE will do a final field check to make sure everything will fit as indicated on the drawings. When the approval and field checking process is complete, the drawings are returned to the manufacture and the order is entered into the production queue. Expected delivery date is assigned at this time. During the production phase, there are often items that must be completed by SAAFE, owner, or other contractors. SAAFE most often takes an active role, completing its tasks on a timely basis, while communicating and informing the owner and others of when their tasks need to be completed in order to have a timely project completion. When the product is delivered, our crews will meet, unload and begin the installation process immediately. Upon completion of the installation the crew will train and demonstrate as necessary, leaving a clean job site. SAAFE will then contact the building inspector for a final review and Certificate of Occupancy.

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

Typical terms range from AIA progress billings to Net 30 days upon completion, the type of terms is typically

determined by the type and longevity of the project. There is no extra fee for any of the standard terms. No “Up Front or Deposit Money” is required from public institutions. Most direct sales are invoiced upon completion, the exception to that is if there are distinguishable work, separated by weeks or months. In those situations, the individual phases may be invoiced as completed.

6. Describe your delivery policy and lead time required from an agency placing an order to receipt of delivery.

Delivery times vary by product and project. Some non-custom orders of off the shelf products can be delivered in as little as a week or two. However the majority of the projects are custom and built to fit a specific site or building. The typical process for a grandstand or telescopic bleachers is 14-20 weeks from order to completion.

That process involves the following:

- A) 2-3 weeks for shop drawing production and approval
- B) 8-14 weeks for production and delivery
- C) 1 day to several weeks for installation.

7. Describe in detail your proposed exchange and return program(s) and policy(s).

Exchanges and returns are not the norm in the construction and custom product industry. Even with the products that are relatively standard the size and nature of the product makes it cumbersome. Since most of our products have a series of approvals and discussion on the front side of finalizing the order, the need to return an item is not an option. If mistakes are made by SAAFE, we will do what is necessary to meet the criteria as originally set forth in the quote and drawing process.

Some of the products on the pricing sheet can be returned, but are subject to a restocking fee and freight charges both directions.

8. Describe the duties of your installation team(s), project roles, and any applicable certifications your installers hold.

Our installation crews are all manufacturer certified. The crew is primarily responsible for the correct installation of the product and operational training when required. Additionally, they are to communicate with owner regarding schedule and coordination. They are most often not in a position to answer questions that pertain to decisions that were made in the order process. These crews are installation experts but not necessarily product experts, therefore product specific questions to the owner should be referred back to the SAAFE representative that is working the project.

Finally, the crew is responsible for leaving the condition of the site as clean and undisturbed as possible.

9. Describe any “added value” attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any “value-adds” that are exclusive to CPC and the potential resulting contract.

Added Values, CPC customers are very important to SAAFE and are provided every benefit available to them.

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

Our self audit process is relatively extensive. Upon accepting a CPC order, the sales person is responsible for enumerating the fee in the order write up. The order entry staff then completes the order and flags it as a CPC order for the contract manager. The contract manager then creates a separate file of CPC contracts. This list is that back checked and reviewed with the sales and entry staff on a quarterly basis.

Prior to filing the report and paying the fees, the general manager and the contract manager meet to review all the completed projects, checking it against the CPC contract list and reassessing all other orders to verify that no CPC contracts were inadvertently missed.

Exceptions & Deviations (10 points)

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

None

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

Respondents must include the following when requesting exceptions:

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

None

References (15 points)

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

Reference #1 – Company Name

Service/Product Purchased

Year of Purchase

Reference Contact

Phone

Email

Hutchinson Public Schools (MN)

Bleachers, Grandstands & Press Box

2020

Brian Mohr – Dir. Building s and Grounds

320-587-2860

Brian.mohr@isd423.org

Reference #2 – Company Name

Service/Product Purchased

Year of Purchase

Reference Contact

Phone

Email

Larimore Public Schools (ND)

Telescopic Bleachers

2020

Steve Swiontek - Superintendent

701-343-2366

Steve.swiontek@k12.nd.us

Reference #3 – Company Name

Service/Purchase Purchased

Year of Purchase

Reference Contact

Phone

Email

ICS Consulting for Various Schools as the Owners Representative

Bleachers, Grandstands, Press Boxes

2018, 2019, 2020

Beau Mannino – Project Manager for

West St. Paul- Mendota Heights-Eagan ISD 197

651-318-7860

beau.mannino@ics-consult.com

Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

1. Exhibit A – Marketing Plan – Name of Company

Submit any supplemental materials that outline your marketing plan as outlined in your response above.

A marketing plan would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor’s website.

2. Exhibit B – Letter/Line of Credit – Name of Company

Attach a letter from a business's chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding six (6) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to help determine the financial stability of the company. Failure to submit a form of financial health may deem your response as non-responsive.

3. Exhibit C - State(s) Contractor's License - Name of Company

Submit a PDF copy of your contractor's license allowing you to do construction type work in CPC's tri-state area.

Excerpts from SAAFFE. LLC Business Plan

Dated: November 15, 2019

Market Analysis/Products and Service, Products, and Marketing and Sales Strategy Sections Only

Pages 3-7, 8

III. Market Analysis/Products and Service

Market

Overall, the telescopic bleachers/grandstand/press box market in Minnesota, North Dakota, and South Dakota is and has been dominated by Seating & Athletic for many years. The telescopic bleacher sector is the largest sector in terms of number of projects per year. These projects are relatively equally distributed between new buildings and replacement projects. The grandstand/press box segment is lesser in number of projects but much larger in the average size of the sale. A larger percentage of the grandstand work is created by new construction, but replacement has remained a steady contributor.

Sales and Marketing

Seating & Athletic sells its products directly to the end users, and indirectly through design professionals (engineers and architects), and the construction industry (construction managers and general contractors). Seating & Athletic has controlled the market by developing its two salespeople ("Stadium" Steve Snyder and Tim Tobin) into the market's perceived and real bleacher experts. This expertise is why the end users, the design professionals, and the construction industry turns to Seating & Athletic early in the planning process when contemplating a project that will involve the purchase of new or the replacement of bleachers, grandstands, or press boxes. It is this early invitation into a project that allows the salespeople the opportunity to create a design and specification for a final product that not only fulfills the end user's needs and desires within a budget but also is beneficially aligned with the product lines that SAAFFE, LLC represents.

The "expert" connection to this market is enhanced by the ability to understand all the factors of the bleacher/grandstand purchasing and construction process, designs that reflect the owners needs and desires, cost factors, and site conditions. Then converting those factors into relevant drawings, accurate budgeting, competitive pricing, a communicative planning and preparation process, quality products, and timely completion of the projects.

Products

This relationship with the market is further advanced by the manufacturers that Seating & Athletic represents. The following manufacturers are the existing key manufacturers that Seating & Athletic represent and they are currently the most desirable companies to represent in this market.

Southern Bleachers Company, Inc., the largest and most competitive quality manufacturer of grandstands in the country.

Interval, LLC the leading and the most quality driven manufacturer of telescopic bleachers in the country.

Builders First Source, Osakis, MN, the only manufacturer of prefabricated press in the three-state area.

Seating & Athletic also sells products from several other manufacturers and suppliers. One of the benefits of dominating a market as Seating & Athletic does, is that if the need to switch lines occurs, the other manufacturers will be eager to become one of SAAFE, LLC's primary

Products and Competition

Telescopic Bleachers

The individual segments of the market need to be reviewed independently when considering the competition. Seating & Athletic is the only dealer in the market that only sells bleachers/grandstand/press boxes and is the only dealer that sells all three of those product lines in the three-state area.

There are five manufacturers of telescopic bleachers in North America, two Canadian manufacturers, and three in the United States. The Canadian manufacturers are relatively small in capacity and have not been significant factors in this area. They will occasionally, once every couple of years, receive a job in this territory. The three domestic manufacturers are Interkal, Kalamazoo, Michigan, Irwin Seating Company, Grand Rapids, Michigan, and Hussey Seating, North Berwick, Maine. Seating and Athletic represents Interkal. Representation of each of the competitors varies in each of the states within the territory.

In Minnesota Irwin Seating is represented by one of the largest school equipment contractors in the country, H2. They represent multiple lines of products but seldom competitively bid bleachers in Minnesota. The most likely scenario for them to receive a job is by preventing it from being seen by Seating & Athletic.

Hussey Seating is represented by H & B Specialty Products. H & B is a regional dealer of scoreboards, lockers, bleachers, and other products. H & B is more likely than H2 to bid bleachers competitively, but still only receives a small percentage of the telescopic bleacher market. Again, most of their bleacher project that they receive are projects that are unknown to Seating & Athletic.

Seating and Athletic has maintained an 85% market share of the telescopic bleacher business in the State of Minnesota over the past 25 years. Recent tabulations show that on a competitive bid basis Seating & Athletic receives 80+%. In direct sales to the end user that percentage is in excess of 90%.

In North Dakota, Hussey is represented by a Montana dealer, Tutt Construction. Tutt receives a very small percentage of the telescopic bleacher projects in North Dakota, but it does occasionally receive a bid. Irwin is represented by a Bismarck based company, SP & E Inc. that sells a wide range of school related products. It has not received a competitive bid telescopic bleacher project in the past five years, although it has on occasion sold a job directly to the end user.

Seating and Athletic grew its market share from zero to 85% over a three to four-year period in the early to mid- 2000s. It has maintained that 85% share of the telescopic bleacher market in the State of North Dakota for the past 10+ years.

In South Dakota, there has not been an active Irwin dealer for the last 10 years, and it is unclear who represents Irwin in this market. However, Combined Building, the Hussey dealer in this market is a competitive bidder on the construction project, combining bid sections, and thus blurring the results in the telescopic bleacher section. However, in direct sales to the end user Seating & Athletic has been able to control most of that market via quality end user contact and superior more user-friendly product.

Seating and Athletic has grown its market share in South Dakota over the past 15 years from zero to an estimated 70% of the telescopic bleacher market in South Dakota.

Please note that in this analysis I have excluded the telescopic platform market. This is a separate market that Seating & Athletic does not fully enter, as Interkal does not manufacture a true telescopic platform. While this market is not large, the individual projects can be. This market is more relevant to the convention center, professional sports, and big-time college sports markets.

Grandstands

In the grandstand market Seating & Athletic is even more dominate, controlling upwards of 95% of the grandstand installed in all three states. Seating & Athletic once every two or three years will lose or miss a grandstand project.

Grandstand projects tend to be less in number and greater in size, and therefore many of the manufacturers attempt to cover large areas of the United States without local dealers or representation. In the three-state area Seating & Athletic has established itself as the "source" of knowledge and the supplier with the best design process and finished product. In this position Seating & Athletic has been able to create the specification that is used in the bidding of the almost all the grandstand projects.

This market has nearly zero local competitors in any of the states. In Minnesota, H & B represents a grandstand manufacturer that does not build to the current industry standards and is therefore not accepted on most project and is often rejected by the end user if it could bid or submit a price. There are no other local representatives of grandstands in the three-state area.

Competitive local representation has occurred on occasion, but it has always become non-existent within a short period of time as Seating & Athletic, through its influence with the design professional, has always been successful in making it unappealing to stay in the market.

Excluded from this analysis are the large (10,000+ seat) professional and college stadiums. Seating & Athletic has permitted this market to be sold directly by the manufacturers while receiving commissions as agents of the manufacturer. Limited involvement with the process is required. Examples of projects on which Seating & Athletic received commissions are TCF Stadium and Target Field.

Press Boxes

The prefabricated press box market is not a large market, but it is essential to the grandstand business as the boxes are often sold as part of a package that includes the grandstand or a structural steel under-structure. The competitors are mostly the same national grandstands manufacturers that provide press boxes as part of their package. Seating & Athletic has lost less than five projects that included a prefabricated press box in the past 20 years. One of the advantages is that Seating & Athletic was able to develop a local manufacturer of the press boxes, allowing us great savings on freight and direct contact with the code officials from the Minnesota Department of Labor and Industry as code requirements have evolved. Both North Dakota and South Dakota accept the Minnesota reviewed and inspected boxes.

There is a more general competitor in this market, the on-site built press box. While it is often less expensive to build an on-site box, it often does not fit the time schedule. Therefore, most of press boxes on new and existing sites that have enforced building codes are prefabricated off-site and set in place as soon as the grandstand is completed. In areas that enforce the building codes, the savings of an on-site built box become almost non-existent. However, it is still common for schools in the more rural areas of the three-state area to build a site-built press box. As a rule, when a grandstand sale involves a site-built box, Seating & Athletic provides all the necessary help and information required to assist in the coordination of the projects.

Chairs

Two other products that are manufactured by Interkal are platform chairs and stadium chairs. These both relate to the previous comments about telescopic platforms and large grandstand projects as this is the area in which most of these chairs are sold. However, they do make up an important part of the overall product line. Stadium chairs have become an integral part of many baseball grandstands, even at the high school and youth level and platform chairs are often used on portions of telescopic bleacher seating projects. Again Seating & Athletic is dominant when these chairs are part of a typical grandstand or telescopic bleacher project.

Angle Frame Bleachers

A final product that is yet to be discussed is the angle frame bleacher. The angle frame bleacher is typically an exterior product but is sometimes used indoors. It is an all-aluminum or aluminum and steel bleacher that is most often smaller than a grandstand and in the smaller sizes is considered a stock item.

While Seating & Athletic possesses the lion's share of the angle frame business in the school market, there are too many competitors to count. Every sports cataloger, playground sales group, on-line retailer has a source for angle frame bleachers, and the relative ease of installation allows the end user to install themselves or find local contractors to build. However, the larger more construction related installations are not typically purchased through catalogs or on-line and thus become more specialized, again creating a need for Seating & Athletic's expertise and experience.

X. Marketing and Sales Strategy

SAAFE, LLC intends to maintain the direct sales and marketing of our products to the end user and to continue to be promote the services that have allowed Seating & Athletic to be considered the source of information when contemplating a “bleacher” project. SAAFE LC will continue assisting the end users with the design and the construction process, and providing engineer stamped drawings, so that additional expenses for professional services are not required by the end user on simple straight forward projects.

Aiding Seating & Athletic’s in its ability sell projects directly to the end user is the three-state pre-bid contract via Cooperative Purchasing Connection (CPC). CPC was established to provide competitively solicited contracts for capital projects. All schools, college, governmental agencies, and non-profits may be members and/or participants without a fee. These members and participants are a permitted to purchase from the contract without having to bid the project themselves. Seating & Athletic is the exclusive supplier of bleachers, grandstand, press boxes, and other related products. The contract has become an important tool in direct sales to the end user. There is no limit to the size of the project that can be sold via the contract. SAAFE, LLC will continue the contract after the purchase of Seating & Athletic.

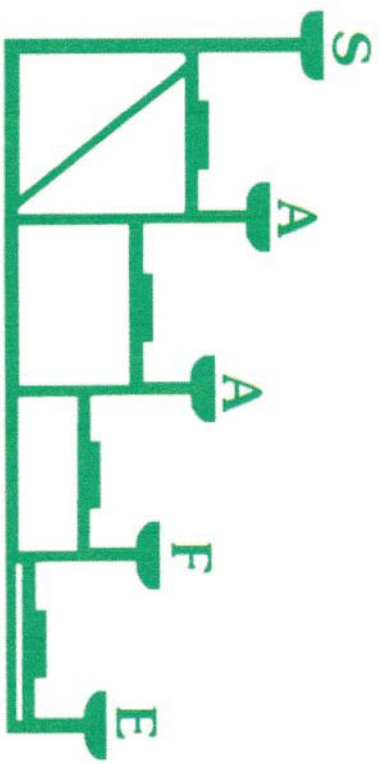
Additionally, SAAFE, LLC will continue to attend and likely expand the number of School Board, Business Official, Building and Grounds Supervisors, Activities Director, and Superintendent conferences that it will attend throughout the three-state area. Seating & Athletic currently attends three conferences in Minnesota, (School Board, AD, B & G), Two in North Dakota (Superintendents, Supt/BO/AD), and one in South Dakota (Superintendents). The plan is to add Parks and Recreation in all three states and. possibly the AD conferences in ND and SD.

These conferences are important means of reaching the end user, but it also provides an excellent opportunity to network with design professionals and contractors that also exhibit at these conferences.

It is SAAFE, LLC’s intention to continue the marketing strategy of excellent service to the design professional with timely design assistance, quality drawings, and accurate budgets, while also providing the construction industry with design and coordination assistance, solid budget numbers, and timely installations.

In addition, to the new and replacement bleacher/grandstand business at which Seating & Athletic has excelled, it has been somewhat haphazard in its approach to the servicing and maintenance of telescopic bleachers. Servicing of bleachers creates opportunities for additional sales via parts as wells enhancing direct contact to the end user and the further development of that relationship.

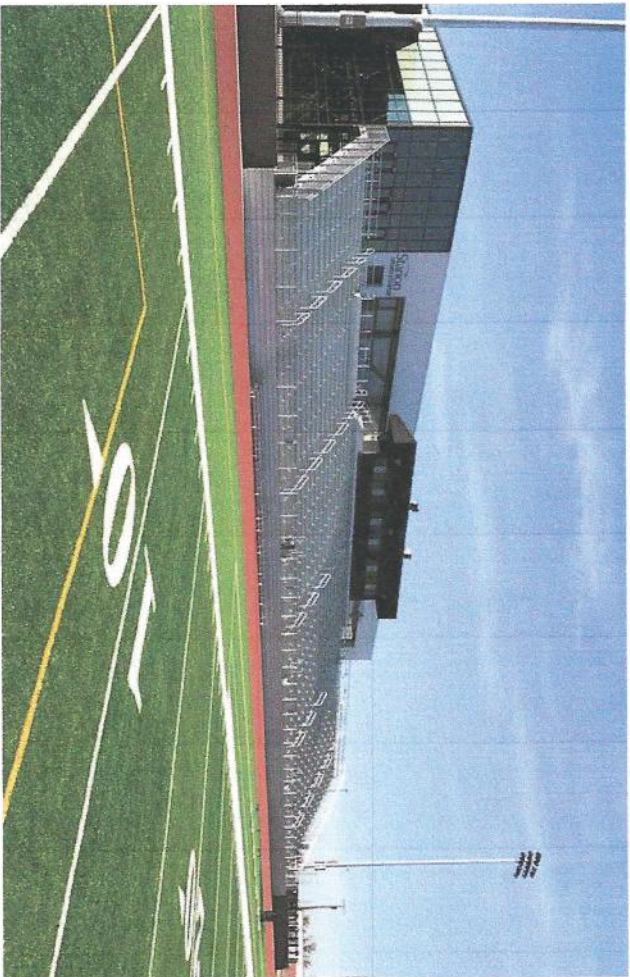
It is unfortunate aspect of the business that the busiest months for installation (June, July & August) are the same months that school would like to have general maintenance done on their bleachers. It has always rightfully been, Seating & Athletic’s position that installations and emergencies are prioritized over maintenance and repair, and therefore maintenance has been difficult to schedule during the peak summer months.



(Seating and Athletic Facility Enterprises)

SAAFFE LLC

Home of "Stadium Steve"



Your experts in designing and installing Bleachers and Grandstands for all venues.

SAAFFE LLC Representation:



Interkal
Spectator Seating World Wide



Southern
BLEACHER COMPANY^Y Inc.





- Indoor Telescoping Bleachers
- Stadium Chairs



Trinity High School - Dickinson, ND



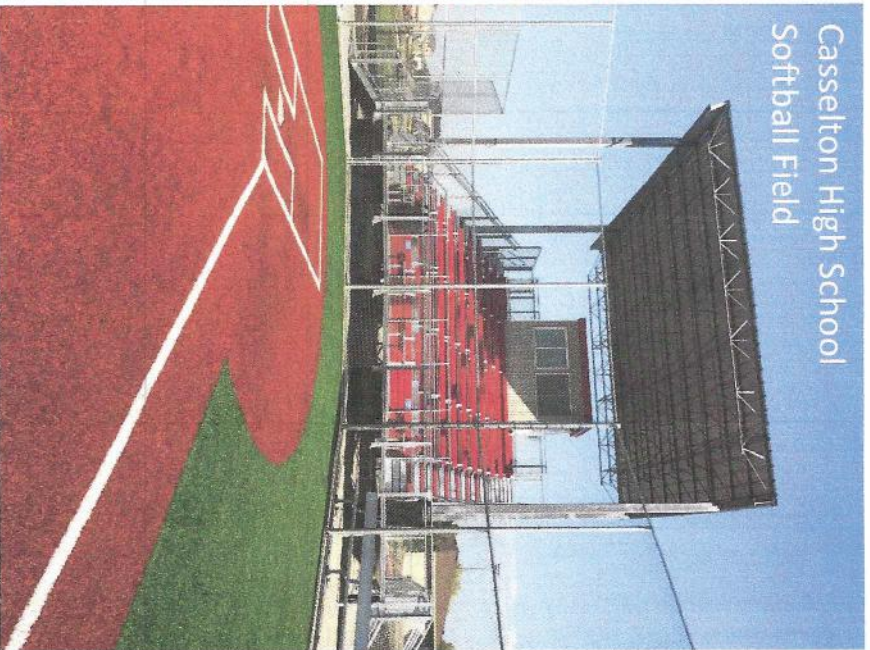
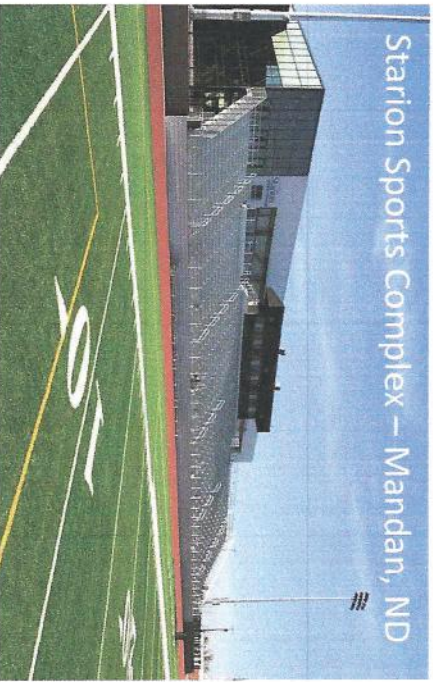
Des Lacs, ND



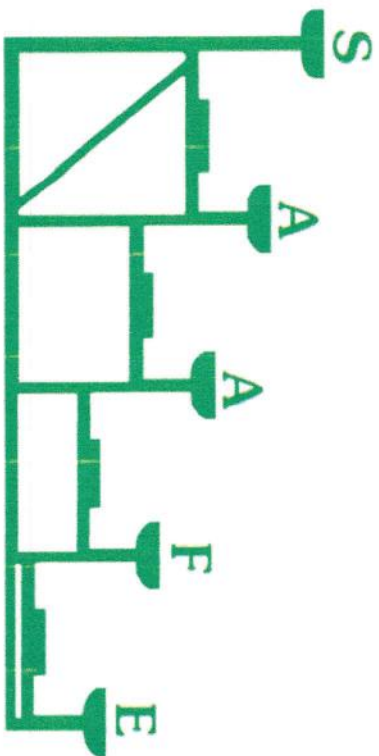
Fargo, ND

A *Southern* BLEACHER COMPANY, Inc.

- Custom Grandstands



Skip the Bid
Install the bleachers you want at a great price without the bid hassle.



Ask about our contract with
Cooperative Purchasing Connection
and the NDESC

Contact Us Today!

President: Tim Tobin

Cell: (612) 250-9606

Office: (612) 808-9869

Office Address:

684 Excelsior Blvd. Suite 220
Excelsior, MN 55331

Email: timatobin@aol.com

Mailing Address:

PO BOX 230
Excelsior, MN 55331

Website: stadiumsteve.com

From: tatob1959@gmail.com,
To: timatobin@aol.com,
Date: Mon, Oct 12, 2020 7:58 am

Attachments:

Verizon

7:56 AM

96%

stadiumsteve.com

Why should I choose SAAFE, LLC?

Our company (the Home of Stadium Steve) has been the leading provider of bleachers and grandstands in Minnesota for over 40 years and in the Dakotas for nearly 20 years. We represent the best manufacturers and will work with you to create the desired outcome. We will work with your architect or engineer, or if this is a project that does not involve a design professional, we can provide an engineer or architect-designed and stamped drawings.

Additionally, SAAFE, LLC is a contract provider for Cooperative Purchasing Connection (Contract #17.4-ALT). This is a pre-bid contract that allows all schools, cities, governmental agencies, and non-profits to purchase bleachers and grandstands from SAAFE, LLC without going through its own bid process.

Please contact us for more information regarding the contract purchasing option.

Excerpt from
FAQ
stadiumsteve
.com



Search: Submit Search

- [About the Department](#)
- [For Business](#)
- [For Workers](#)

License/Certificate/Registration Detail

Class Type:	CONTRACTOR REGISTRATION	Number:	IR768005
Application No:	483197	Status:	ISSUED
Expire Date:	12/31/2021	Effect Date:	3/24/2020
Orig Date:	3/24/2020	Print Date:	
Enforcement Action:	NO		
Workplace Experience:	N/A		

Name: **SAAFE, LLC DBA SAAFE, LLC**
 Address: **PO BOX 230
 EXCELSIOR , MN 55331**
 Phone:

A CONTRACTOR REGISTRATION IS NOT A LICENSE!
 Contractor Registration is required for building contractors that are not licensed or required to be licensed by DLI, but *it is not intended to provide any level of consumer protection*. To verify the status of **licensed** residential contractors, remodelers, and roofers, search under the **Residential Contractors "Discipline"** on the license lookup tool



State of North Dakota SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000042665

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **SAAFE LLC** whose address is in EXCELSIOR, MN, has filed in this office proper documents for a Contractor License valid until March 1, 2021, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

SAAFE LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 6, 2020

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

SAAFE LLC

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2021 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000042665

SAAFE LLC
5715 BRENTRIDGE DR
EXCELSIOR, MN 55331-8370

March 06, 2020

Dear SAAFE LLC

Below is your current South Dakota tax license. It is non-transferable and shall be valid only for the person or entity named on the license. The license is for the transaction of business at the place designated on the license. The license is to be conspicuously displayed at the place of business.

Please review your information and contact our department if there are any changes in ownership, names, or addresses. If you have a Streamlined sales tax license any changes must be made through the Streamlined Registration System at www.streamlinedsalestax.org.

For more information, visit our website at <http://dor.sd.gov>, call the Department of Revenue at 1-800-829-9188 weekdays from 8:00 am to 5:00 pm Central Time or e-mail us at bustax@state.sd.us. Thank you.

Website: <http://dor.sd.gov>

SD EPath: <http://dor.sd.gov/EPath>



<http://dor.sd.gov>

ISSUE DATE: 02/10/2020

EXPIRATION DATE

LICENSE NUMBER: 1035-7375-ET

LICENSE TYPE: Contractor's Excise Tax

ISSUED TO:

SAAFE LLC
5715 BRENTRIDGE DR
EXCELSIOR, MN 55331-8370

NON-TRANSFERABLE

Having made proper application therefore, and upon compliance with all applicable laws and regulations of the state of South Dakota, this license is hereby issued to the below named. This license remains the property of the state of South Dakota and while in possession of the person to whom issued, entitles the licensee to transact whatever business or activity is specified on this license, until this license expires or is cancelled.

SAAFE LLC
5715 BRENTRIDGE DR
EXCELSIOR, MN 55331-8370

Jim Terwilliger
Secretary of Revenue

1 - Pricing Schedule

*Please note this spreadsheet has multiple workbooks/tabs.

Instructions. Submit below, following the details outlined in the RFP and the intro page of this workbook. **ALL** event seating, supplies and accessories that your company offers. The items submitted below must meet the scope and minimum specifications listed in the RFP's Technical Specifications. **Failure to enter ALL products or changing the format of this REQUIRED FORM will result in your response being deemed non-responsive and will not be considered for evaluation.** **DO NOT list a percentage discount and note "see attached price list". All items need to be entered in this schedule for ease of evaluation. If your company provides a discount range, enter the minimum discount offered in the category discount column and note any adjustments or increases based on volume in the comments column. See example in row #9.

This form has been formatted to print to one-page width. 200 rows have been provided, additional rows may be added. Note, this is a required form.

Responding Company's Name:

SAAFE, LLC

REQUIRED FORM

Product Category	Sub-Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Category Discount	Net Price To Member	Comments
Example: Event Seating, Staging Solution	Example: Wall Attached, Free Standing, Fixed, Portable, Stadium, Risers, Stage.	Example: Product X, includes decking, end rail, installation, delivery, and X-year warranty.	XX	XX		Per Gross Seat, EA, etc.	\$ 2,500.00	35%	\$ 162.50	40% discount off 500-799 gross seats 45% discount off 800-1199 gross seats 50% discount off 1200+ gross seats
Telescopic Bleacher, Standard Bench Seating and Tread Depth	Wall Attached, Forward Fold, Friction Power, Plastic, ESM Seat	4 rows or less, 10-1/4" rise, 22"/24"/26" tread depth	INTERKAL	NA	NA	Per Gross Seat	NA	NA	\$ 135.00	Delivered and Installed Price
Telescopic Bleacher, Standard Bench Seating and Tread Depth	Wall Attached, Forward Fold, Friction Power, Plastic, ESM Seat	5 rows or more, 10-1/4" rise, 22"/24"/26" tread depth	INTERKAL	NA	NA	Per Gross Seat	NA	NA	\$ 115.00	Delivered and Installed Price
Telescopic Bleacher, Standard Bench Seating and Tread Depth	Wall Attached, Forward Fold, Friction Power, Plastic, ESM Seat	4 rows or less, 11-1/2" rise, 22"/24"/26" tread depth	INTERKAL	NA	NA	Per Gross Seat	NA	NA	\$ 141.00	Delivered and Installed Price
Telescopic Bleacher, Standard Bench Seating and Tread Depth	Wall Attached, Forward Fold, Friction Power, Plastic, ESM Seat	5 rows or more, 11-1/2" rise, 22"/24"/26" tread depth	INTERKAL	NA	NA	Per Gross Seat	NA	NA	\$ 121.00	Delivered and Installed Price
Telescopic Bleacher, Standard Bench Seating and Tread Depth	Wall Attached, Forward Fold, Friction Power, Plastic, ESM Seat	4 rows or less, 10-1/4" rise, 30"/32"/33" tread depth	INTERKAL	NA	NA	Per Gross Seat	NA	NA	\$ 192.00	Delivered and Installed Price
Telescopic Bleacher, Standard Bench Seating and Tread Depth	Wall Attached, Forward Fold, Friction Power, Plastic, ESM Seat	5 rows or more, 10-1/4" rise, 30"/32"/33" tread depth	INTERKAL	NA	NA	Per Gross Seat	NA	NA	\$ 170.00	Delivered and Installed Price
Telescopic Bleacher, Standard Bench Seating and Tread Depth	Wall Attached, Forward Fold, Friction Power, Plastic, ESM Seat	4 rows or less, 11-1/2" rise, 30"/32"/33" tread depth	INTERKAL	NA	NA	Per Gross Seat	NA	NA	\$ 198.00	Delivered and Installed Price
Telescopic Bleacher, Standard Bench Seating and Tread Depth	Wall Attached, Forward Fold, Friction Power, Plastic, ESM Seat	5 rows or more, 11-1/2" rise, 30"/32"/33" tread depth	INTERKAL	NA	NA	Per Gross Seat	NA	NA	\$ 176.00	Delivered and Installed Price
Telescopic Bleacher, Standard Bench Seating and Tread Depth, w/Automatic Comfo-Back	Wall Attached, Forward Fold, Friction Power, Plastic, ESM Seat with Automatic Comfo-Back	4 rows or less, 11-1/2" rise, 30"/32"/33" tread depth	INTERKAL	NA	NA	Per Gross Seat	NA	NA	\$ 268.00	Delivered and Installed Price
Telescopic Bleacher, Standard Bench Seating, Deep Deck, w/Automatic Comfo-Back	Wall Attached, Forward Fold, Friction Power, Plastic, ESM Seat with Automatic Comfo-Back	5 rows or more, 11-1/2" rise, 30"/32"/33" tread depth	INTERKAL	NA	NA	Per Gross Seat	NA	NA	\$ 256.00	Delivered and Installed Price
Telescopic Platforms, Manually Operated Vision Platform Chair,	Wall Attached, Forward Fold, Friction Power, Vision Platform Chair	Minimum Seating 100 Chairs, 10-1/4" rise, 30"/32"/33" tread depth, plastic seat and back on the chair, with Fabric Onsets for Seat and Back	INTERKAL	NA	NA	Per Chair	NA	NA	\$ 385.00	Delivered and Installed Price
Telescopic Platforms, Manually Operated Vision Platform Chair,	Wall Attached, Forward Fold, Friction Power, Vision Platform Chair	Minimum Seating 100 Chairs, 10-1/4" rise, 30"/32"/33" tread depth, plastic seat and back on the chair, with Fabric Onsets for Seat and Back	INTERKAL	NA	NA	Per Chair	NA	NA	\$ 445.00	Delivered and Installed Price
Telescopic Platforms, Semi-Automatic Chair Operation, Vision Platform Chair,	Wall Attached, Forward Fold, Friction Power, Vision Platform Chair with Fabric Onsets	Minimum Seating 100 Chairs, 10-1/4" rise, 30"/32"/33" tread depth, plastic seat and back on the chair	INTERKAL	NA	NA	Per Chair	NA	NA	\$ 405.00	Delivered and Installed Price
Telescopic Platforms, Semi-Automatic Chair Operation, Vision Platform Chair,	Wall Attached, Forward Fold, Friction Power, Vision Platform Chair with Fabric Onsets	Minimum Seating 100 Chairs, 10-1/4" rise, 30"/32"/33" tread depth, plastic seat and back on the chair	INTERKAL	NA	NA	Per Chair	NA	NA	\$ 465.00	Delivered and Installed Price
Fixed Stadium Chair	Riser Mounted	Minimum of 100 Chairs	INTERKAL	NA	NA	Per Chair	NA	NA	\$ 210.00	Delivered and Installed Price
Video Platform	Permanent in Telescopic Bleacher	4' x 4' if ordered with telescopic bleachers	INTERKAL	NA	NA	Each	NA	NA	\$ 210.00	Delivered and Installed Price
Video Platform	Permanent in Telescopic Bleacher	4' x 6' if ordered with telescopic bleachers	INTERKAL	NA	NA	Each	NA	NA	\$ 2,278.00	Delivered and Installed Price
Video Platform	Permanent in Telescopic Bleacher	4' x 8' if ordered with telescopic bleachers	INTERKAL	NA	NA	Each	NA	NA	\$ 3,995.00	Delivered and Installed Price
Video Platform	Permanent in Telescopic Bleacher	4' x 10' if ordered with telescopic bleachers	INTERKAL	NA	NA	Each	NA	NA	\$ 3,477.00	Delivered and Installed Price
Video Platform	Permanent in Telescopic Bleacher	3' x 6' if ordered with telescopic bleachers	INTERKAL	NA	NA	Each	NA	NA	\$ 3,796.00	Delivered and Installed Price
Video Platform	Permanent in Telescopic Bleacher	3' x 8' if ordered with telescopic bleachers	INTERKAL	NA	NA	Each	NA	NA	\$ 2,563.00	Delivered and Installed Price
Video Platform	Permanent in Telescopic Bleacher	3' x 10' if ordered with telescopic bleachers	INTERKAL	NA	NA	Each	NA	NA	\$ 3,016.00	Delivered and Installed Price
Scorer Table	Moveable	15" x 96", Removable Legs, Stores in Bleacher, Shipped with Bleacher Order	INTERKAL	NA	NA	Each	NA	NA	\$ 3,698.00	Delivered and Installed Price
Telescopic Bleacher Parts	CSM Seat Module	10" Deep 18" wide, standard colors	INTERKAL	NA	NA	Each	\$ 55.00	2%	\$ 53.90	Materials FOB Factory
Telescopic Bleacher Parts	CSM Seat Module	12" Deep 18" wide, standard colors	INTERKAL	NA	NA	Each	\$ 60.00	2%	\$ 58.80	Materials FOB Factory
Telescopic Bleacher Parts	SSM Seat Module	10" Deep 18" wide, standard colors	INTERKAL	NA	NA	Each	\$ 50.00	2%	\$ 49.00	Materials FOB Factory
Telescopic Bleacher Parts	SSM Seat Module	12" Deep 18" wide, standard colors	INTERKAL	NA	NA	Each	\$ 55.00	2%	\$ 53.90	Materials FOB Factory
Telescopic Bleacher Parts	ESM Seat Module	10" Deep 18" wide, standard colors	INTERKAL	NA	NA	Each	\$ 44.00	2%	\$ 43.12	Materials FOB Factory
Telescopic Bleacher Parts	ESM Seat Module	12" Deep 18" wide, standard colors	INTERKAL	NA	NA	Each	\$ 48.00	2%	\$ 47.04	Materials FOB Factory
Telescopic Bleacher Parts	CSM End Cap	10", standard colors, sold in RH & LH Pairs Only	INTERKAL	NA	NA	Pair	\$ 14.20	2%	\$ 13.92	Materials FOB Factory
Telescopic Bleacher Parts	CSM End Cap	12", standard colors, sold in RH & LH Pairs Only	INTERKAL	NA	NA	Pair	\$ 15.30	2%	\$ 14.99	Materials FOB Factory
Telescopic Bleacher Parts	SSM End Cap	10", standard colors, sold in RH & LH Pairs Only	INTERKAL	NA	NA	Pair	\$ 13.30	2%	\$ 13.03	Materials FOB Factory
Telescopic Bleacher Parts	SSM End Cap	12", standard colors, sold in RH & LH Pairs Only	INTERKAL	NA	NA	Pair	\$ 15.00	2%	\$ 14.70	Materials FOB Factory
Telescopic Bleacher Parts	ESM End Cap	10", standard colors, sold in RH & LH Pairs Only	INTERKAL	NA	NA	Pair	\$ 10.40	2%	\$ 10.19	Materials FOB Factory

2 - State Multiplier & Time/Material Rates

*Please note this workbook has multiple tabs.

Instructions. Complete the following schedule for each of the states listed below. Provide your multiplier/factor (wage and transportation) to be applied to the Net Member Price. Complete all information on this form, including all cost actors and service rates for installation, if provided. **Failure to enter the required information or changing the format of this REQUIRED FORM will result in your response being deemed non-responsive and will not be considered for evaluation.**

Responding Company's Name: _____

SAAFE, LLC

REQUIRED FORM

Wages - Percentage Added to Catalog									
Project Types	MN Multiplier 0.00%	ND Multiplier .00%	SD Multiplier .00%	Unit of Measure	Standard Rate	Percent Discount	CPC Net Member Price	Notes	
Labor - Normal Working Hours									
Project Design/Development Consultant	100%	100%	100%	Per Hour	Part of Sales Call		#VALUE!		
Tradesman	165%	120%	120%	Per Hour	\$ 90.00	10%	\$ 81.00	Included in installed prices, cost applied to non-installed prices.	
Installer	165%	120%	120%	Per Hour	\$ 90.00	10%	\$ 81.00	Included in installed prices, cost applied to non-installed prices.	
General Laborer				Per Hour	\$ 90.00	10%	\$ 81.00	Included in installed prices, cost applied to non-installed prices.	
							\$ -		
							\$ -		
Labor - Other Than Normal Working Hours									
Project Design/Development Consultant				Per Hour	Part of Sales Call		#VALUE!		
Tradesman				Per Hour	\$ 130.00	10%	\$ 117.00	Normal rate included in installed prices, add \$36.00 per hour for OTHER THAN NORMAL WORKING HOURS.	
Installer				Per Hour	\$ 130.00	10%	\$ 117.00	Normal rate included in installed prices, add \$36.00 per hour for OTHER THAN NORMAL WORKING HOURS.	
General Laborer				Per Hour	\$ 130.00	10%	\$ 117.00	Normal rate included in installed prices, add \$36.00 per hour for OTHER THAN NORMAL WORKING HOURS.	
							\$ -		
							\$ -		
Travel, Per Diem & Mileage									
Travel Time - Round Trip				Per Hour	\$ 50.00	10%	\$ 45.00	Included in installed prices, cost applied to non-installed prices.	
Per Diem				Period	\$ 75.00	10%	\$ 67.50	Included in installed prices, cost applied to non-installed prices.	

Vendor Forms & Signatures RFP #21.8 - Event Seating & Staging Solutions

Instructions

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

To submit the required forms, follow these steps:

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

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

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Addendum No. 6

Addendum No. 7

Addendum No. 8

I understand that failure to confirm receipt of addenda may cause for rejection of this response.



Authorized Signature

10/23/2020

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

Authorized Signature

Date


*Note, both sections on this form should not be signed.

Contract Offer & Award

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

Part I: Vendor

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

Business Name	<u>SAAFE, LLC</u>	Date	<u>10/23/2020</u>
Address	<u>684 Excesior Blvd, Suite 220</u>	City, State, Zip	<u>Excelsior, MN 55331</u>
Contact Person	<u>Tim Tobin</u>	Title	<u>President</u>
Authorized Signature		Title	<u>President</u>
Email	<u>timatobin@aol.com</u>	Phone	<u>612-250-9606</u>

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ **day of** _____ **Contract Number** _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

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

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	AT
2. Termination for Cause of Convenience	YES	AT
3. Equal Employment Opportunity	YES	AT
4. Davis-Bacon Act	YES	AT
5. Contract Work Hours and Safety Standards Act	YES	AT
6. Right to Inventions Made Under a Contract or Agreement	YES	AT
7. Clean Air Act and Federal Water Pollution Control Act	YES	AT
8. Debarment and Suspension	YES	AT
9. Byrd Anti-Lobbying Amendment	YES	AT
10. Procurement of Recovered Materials	YES	AT
11. Profit as a Separate Element of Price	YES	AT
12. General Compliance with Participating Agencies	YES	AT

SAAFE, LLC

Name of Business



Signature of Authorized Representative

Timothy A Tobin/President

Printed Name/Title

10/23/2020

Date

Subcontractor Utilization Form

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

Solicitation Name: Event Seating and Staging Solutions
Solicitation Number: RFP 21.8
Vendor Name: SAAFE, LLC

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

Company Name: Construction Specialties, Inc.
Street Address: 413 19th Avenue North
City, State, Zip: Sartell, MN 56377
Telephone: 320-293-7213
Primary Contact: Tom Fabian
Email Address of Contact: TF4033@gmail.com
Services to be provided: _____

Installation of telescopic bleachers, angle frame bleachers, stadium chairs, auditorium chairs. Telescopic bleacher repair and maintenance. Demolition and disposal of existing bleachers.

Company Name: Joe Braegelmann Enterprises, LLC
Street Address: 3755 Quass Avenue
City, State, Zip: Watertown, MN 55388
Telephone: 612-709-2708
Primary Contact: Joe Braegelmann
Email Address of Contact: joe.braegelmann@gmail.com
Services to be provided: _____

Installation of grandstands, angle frame bleachers, stadium chairs, auditorium chairs, and demolition work of all types.

Company Name: JMC, Inc
Street Address: 16928 Jeffery Avenue North
City, State, Zip: Hugo, MN 55038
Telephone: 612-685-0272
Primary Contact: Joe Marier
Email Address of Contact: jmcinc34@gmail.com
Services to be provided: _____

Dirt work, concrete footings and foundations, and concrete flatwork.

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
X	Bid Bond of \$5,000 (Copy)	Submit as PDF
X	Certificate of Insurance - Name of Company	Submit as PDF
X	Pricing Schedule - Name of Company	Submit as an Excel document
X	Vendor Questionnaire - Name of Company	Submit as a PDF
X	Vendor Forms & Signatures - Name of Company	Submit as one (1), single PDF. *Signatures Required
X	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
X	Exhibit B - Letter/Line of Credit - Name of Company	Submit as PDF
X	Exhibit C - State Contractor's License	Submit as PDF
NA	Business Type Certificate; submit only if applicable. • See Vendor Questionnaire (i.e. MBE, SBE).	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.



Authorized Signature

TIMOTHY A TOBIN / PRESIDENT

Printed Name/Title

10/23/2020

Date

SAAFE, Inc.

[Past Performance/References]

Has the Vendor listed above, provided event seating and/or staging solutions for your agency?	Yes
Person Completing This Survey, include: Name Title Agency/Company Email Address Phone Number	Brian Mohr Director of Facilities Hutchinson Public Schools brian.mohr@isd423.org 320-583-7357
Did the Vendor and their staff meet your agency/company's requested scope of work and work plan?	Yes
Has the work of the Vendor been consistently thorough, acceptable, and professional?	Yes
Did the Vendor respond to your agency/company's needs in a timely manner?	Yes
Have or were there any problems with this Vendor's work or conduct?	No
Was the attitude of the Vendor and their staff friendly and helpful?	Yes
Were there any disputes regarding their work?	No
Would you have for any reason to not contract with this Vendor in the future should you have the opportunity?	No
Please rate the Vendor's overall job performance.	4
Other Comments....	

From: [Tim Tobin](#)
To: [Lisa Truax](#)
Subject: RFP #21.8 - Follow Up Questions - SAAFE
Date: Wednesday, November 4, 2020 5:43:32 PM
Attachments: [image002.png](#)
[image001.png](#)

Lisa:

1:

Products that can be returned and restocked include the following:

All Midwest Folding Products, Interkal Parts, Aluminum Benches, Southern Bleacher 3 and 5 row bleachers in standard lengths of 15', 21', or 27'.

All of these items must be returned in the original carton and not have been assembled.

A restocking fee of 25% is required along with the cost of shipping in both directions.

Almost all of the other products are custom fabricated to a customer specification and as such go through an extensive review and approval process, and therefore would not be returnable under normal circumstances. If the occasion arises, SAAFE will work with that customer to resell or find a buyer for that product.

2:

In regards to the service and maintenance of bleachers, it has always been SAAFE's policy to respond within a day or less to emergency situation, attempting to either fix the issue immediately or find a means to operate the bleachers in order to accommodate an event or situation that requires the bleachers to be operated.

Sometimes these resolutions are temporary until parts or a permanent fix can be achieved. But always we are responsive and make every effort possible to resolve the issue quickly.

We have always treated warranty work as essential and important and is completed in a timely manner regardless of the time of year. Again if it is critical it will be treated as the emergency situation described above. Non-emergency warranty work will be completed in a responsive manner, but many of the components on a bleacher are custom and therefore must wait for a part to be refabricated and shipped from the factory.

In the reference from the SAAFE marketing plan regarding the "somewhat haphazard" approach to maintenance, this was a remark taken from SAAFE's internal marketing plan that was written in October of 2019 and made comment to an area that needed to be improved when I purchased the company from "Stadium Steve" back in January of 2020.

Steve's approach was that new installations and emergency work take precedence over general maintenance and repair, while that reasoning is understandable, I felt that we should find a way to improve our approach to general maintenance and repair. So I placed an emphasis on this concern making a concerted effort to improve our performance in this area. The spring, summer, and fall of 2020 proved to

be very successful in that regards, with the timely completion of all of our maintenance, repair, and new installations.

We were able to set up a factory trained installer whose primary responsibility was aid in the response to requests for maintenance and repair. With this addition, along with our regular crew we were extremely successful at raising our responsiveness to maintenance and repair, even during the peak months of June, July and August. This supplementary service person along with a few other changes proved that we can have the same pride in our repair and maintenance work, service and responsiveness, as we do in the sale and installation of bleachers and grandstands.

As an example we completed a CPC job this summer at Richfield High School that involved moving four banks of bleacher four different times to accommodate asbestos abatement in the floor, a new wood floor, and finishing. We were able to respond on short notice throughout the summer to each move and keep the project on schedule, while also maintaining the timely completion of our other projects.

Please let me know if you have any other questions or concerns.

Thank you,
Tim Tobin
Seating and Athletic Facility Enterprises
SAAFE, LLC
Home of "Stadium Steve".
Cell 612-250-9606
Office 612-808-9869

-----Original Message-----

From: Lisa Truax <ltruax@lcsc.org>

To: Tim Tobin <timatobin@aol.com>; Stadium" Steve Snyder (stadiumsteve@gmail.com) <stadiumsteve@gmail.com>

Cc: Lisa Truax <ltruax@lcsc.org>

Sent: Wed, Nov 4, 2020 2:49 pm

Subject: RFP #21.8 - Follow Up Questions - SAAFE

Hi Tim,

CPC and the evaluation committee have a few follow-up questions about your response to RFP #21.8 – Event Seating & Staging Solutions. Please review and respond via email to the questions below **no later than 1 p.m. CT, Thursday, November 5, 2020.**

Vendor Questionnaire

Industry-Specific Information

1. Question #7 – Please list what products can be returned and what the restocking fee is for that service.
2. SAAFE, says in the warranty section that they provide maintenance, support and repair services for all product lines it sells, as well as to other products lines. In the marketing analysis/sales strategy (p 11) it says “it has been somewhat haphazard in its approach to servicing & maintenance of telescopic bleachers.” And that the busiest installation months

(June, July & Aug) are the same months schools like to have general maintenance done on bleachers. It's SAAFE's "position that installation & emergencies are prioritized over maintenance & repair"...and "maintenance has been difficult to schedule during peak summer months." It sounds as if they offer maintenance, support and repair services, but that they are unwilling to do those on the customer's schedule. Could they please clarify this?

Lisa Truax



Lisa M. Truax
Procurement Solutions Coordinator
218.737.6535 (direct) | 888.739.3289
www.purchasingconnection.org





Evaluation Committee Report

RFP #21.8 - Event Seating & Staging Solutions

Description of Solicitation

CPC issued a Request for Proposal (RFP) for Event Seating and Staging Solutions on September 28, 2020. The solicitation intends to secure an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of event seating and staging solutions for venues such as gymnasiums, auditoriums, arenas, stadiums, places of worship, etc. as well as installation, maintenance and repair services, at consortium level discounted pricing.

The solicitation was due on October 27, 2020. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding vendors were deemed responsive or non-responsive.

Summary of Evaluation Committee Activity

The members of the Evaluation Committee were Julia Dangerfield, CPC Program Representative; Susan Frame, Executive Assistant at Metro ECSU; and Melissa Mattson, Manager of Administrative Services at Lakes Country Service Cooperative.

During the solicitation process, 58 companies were notified of the RFP opportunity via Public Purchase. 14 of those companies accessed and downloaded the RFP documents via Public Purchase. Only one (1) proposal was received by the submission deadline. That submission was from SAAFE, Inc. The proposal was reviewed for compliance with the mandatory requirements set forth in the RFP. The proposal was found to be compliant and deemed responsive.

The Evaluation Committee was able to conduct their technical evaluation the week of November 2, 2020, and the pricing evaluation during the week of November 9, 2020.

Evaluation Scoring Results

Refer to the attached Master Score Sheet, listed as Exhibit A.

Evaluation Committee Discussion & Overview

Upon review of the Vendor's responses, the evaluation committee did require clarifications regarding the Vendors' response. The evaluation committee requested clarification on the following topics:

1. Clarification on what products can be returned and what the restocking fees are for those returns.
2. Clarification on its approach to service and maintenance during the heightened and short summer installation timeframe.

The evaluation committee agreed on the following:

1. A current employee purchased and bought out the company as Stadium Steve retired from the business in the last six (6) months. The transition has been handled quietly without disruption to service/sales.
2. The Vendor's name along with their experience in the industry makes them a top, sought-out company for many public agencies.

3. The Vendor is host to a small team but utilizes install teams to ensure all work gets completed. The Vendor continues to show growth, especially in the Dakotas.
4. The Vendor noted that they are trying to advance and move forward in developing a stronger service and maintenance program.
5. The Vendor looks to be making significant strides in marketing and adjusting to new ways under new ownership; new website, new logo, new campaigns, virtual conferences/commercials, and outreach coming. The plan provided detailed information and intentions for the future. The Vendor will place the CPC logo on its website, showing that the resulting partnership is not just one-way support.
6. The Vendor is supporting the contract by offering better pricing than what would normally be offered to individual agencies and other group organizations.
7. The Vendor provides warranty and repair work on behalf of the manufacturers they represent. The Vendor is supporting the manufacturer and doing the actual work but did not address any restrictions or limitations and travel expenses related to maintenance and repair work.
8. The Vendor provides a full service, turn-key solution to agencies. The Vendor is found to be an expert in event seating solutions. The Committee agreed that specific value adds, directly to CPC would be beneficial.
9. The Vendor goes through extensive preparation on projects before installation to ensure the customer will be satisfied with the resulting project. From this, customer retention is high even considering the longevity of their product lines.
10. The Vendor has some flexibility in payment depending on the type, longevity, and extent of the project. The Committee felt unsure if that is truly working with the agency to define payment terms or a basis for determining what options are available for the agency regarding payment.
11. The Vendor provided a full, robust, multi-catalog offering of seating and staging solutions with discounts up to 40% off list price. Pricing (telescopic), when compared to a national contract, pricing was competitive on 90% of the comparable products and for many the products were priced better.
12. The Vendor provided multiplier information for projects quoted as "installed", as well as the added labor costs to "non-installed" projects. The labor discounts are consistent throughout both the type of worker and time of day. The same is true of travel and per diem.
13. The Vendor is offering an additional 5% volume discount, which is optional, on all purchases from Midwest Folding Products that are valued above \$10,000.

Recommendation

After a thorough analysis of the Vendor proposals, the Evaluation Committee recommends that the contract be awarded to SAAFE, Inc.

The evaluation committee agreed that SAAFE, Inc. met the scope of the solicitation by providing a competitively priced solution for participating agencies. SAAFE, Inc. will be able to provide a very broad line of seating and staging solutions to fit the needs of most agencies, including a turnkey solution if requested.

DocuSigned by:

Julia Dangerfield

06FEF9942B2A4B5...

Julia Dangerfield, Program Representative
Cooperative Purchasing Connection

DocuSigned by:

Susan Frame

BF1E725BA7C6496...

Susan Frame, Executive Assistant
Metro ECSU

DocuSigned by:

Melissa Mattson

F38C1E1B0DA8488...

Melissa Mattson, Mgr. of Administrative Services
Lakes Country Service Cooperative

DocuSigned by:

Lisa Truax

9AB8C86EB0B9422...

Lisa Truax, Procurement Solutions Coordinator

1 Attachment/Exhibit A
Scoring Spreadsheet

cc: Procurement File

Exhibit A

Master Score Sheet

Criteria	Points
Qualifications & Experience	80
Marketing & Partnership	40
Financials & Level of Support	15
Warranty	20
Industry-Specific Information	100
Exceptions & Deviations	10
References	15
Total Technical Points	280
Proceed to Pricing Evaluation?	Yes/No
Pricing	
Pricing Schedule	140
State Mult. & Time/Material	70
Volume Discounts *optional	10
Total Pricing Points	220
Total Score	500

		SAAFE, LLC
Criteria	Points	Average Points Awarded
Qualifications & Experience	80	74
Marketing & Partnership	40	37
Financials & Level of Support	15	15
Warranty	20	17
Industry-Specific Information	100	92
Exceptions & Deviations	10	10
References	15	5
Total Technical Points	280	250
Proceed to Pricing Evaluation?	Yes/No	Yes
Pricing Proposal		
Pricing Schedule	140	138
State Mult. & Time/Material	70	62
Volume Discounts *optional	10	10
Total Pricing Points	220	211
Total Score	500	461

November 23, 2020

SAAFE, LLC
Attn: Tim Tobin, President
684 Excelsior Boulevard, Suite 220
Excelsior, MN 55331

Award Decision, RFP #21.8 - Event Seating & Staging Solutions

Dear Tim Tobin:

The Cooperative Purchasing Connection (CPC), using the criteria outlined in the Request for Proposal (RFP), have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering.

We are pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

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

Regards,



Lisa M. Truax | Procurement Solutions Coordinator
Cooperative Purchasing Connection

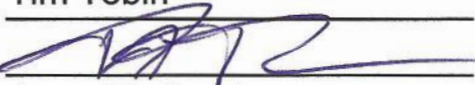


Contract Offer & Award

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

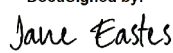
Part I: Vendor

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

Business Name	<u>SAAFE, LLC</u>	Date	<u>10/23/2020</u>
Address	<u>684 Excesior Blvd, Suite 220</u>	City, State, Zip	<u>Excelsior, MN 55331</u>
Contact Person	<u>Tim Tobin</u>	Title	<u>President</u>
Authorized Signature		Title	<u>President</u>
Email	<u>timatobin@aol.com</u>	Phone	<u>612-250-9606</u>

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency	<u>Cooperative Purchasing Connection</u>		
Authorized Representative	<small>DocuSigned by:</small>  <small>6D9BB132BB3040A...</small>		
Name Printed or Typed	<u>Jane Eastes, Executive Deputy Director</u>		
Awarded this	<u>23rd</u>	day of	<u>November, 2020</u>
Contract Number	<u>21.8 - SAF</u>		
Contract to Commence	<u>January 1, 2021</u>		