# **Bid Checklist**

Proposal:	RFP #21.1 - Sound Amplification Solutions				
Awarded V	endor(s):	Lightspeed 7	Fechnologies & Marco Technologies		
Award Date:	June 9,	2020	Contract Number: 21.1 - LST & 21.1 - MCO		
	Copy of Pu	ublic Notice/	Legal Ad(s)		
	Copy Of R	e <b>lease</b> (via Pub	lic Purchase)		
	Copy of Bi	d Specificatio	ONS (includes Q&A, addenda if issued)		
	Copy of Closing (via Public Purchase)				
	Notification Report				
	Access Re	port (via Public	Purchase)		
	Opening R	lecord			
	Copy of Bi	ds Received			
	Evaluation	n Compilation	n/Executive Summary		
	Copy of Av	ward Letter			
	Copy of Re	ejection Lette	er		

- Copy of Signed Contract(s)
- Board Acceptance of Bid



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

Account No.: SFA-0000000483 Ad No.: 0004150925 PO #: RFP 21.1 Lines : 20 Ad Total: \$30.39 This is not an invoice

# of Affidavits1

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

Account No.: SFA-0000000483 Ad No.: 0004150925

# 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, April 20, 2020 Monday, April 27, 2020

Sworn to and subscribed before me this 27 day of April, 2020.

Legal Clerk

ficky det

Notary Public, State of Wisconsin, County of Brown

My Commission expires



ceived by the Cooperativ Purchasing (CPC) on behalf of its cur rent and potential m North Dakota, and South Dakota until for Sound An lification Solutions. Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publ cpurchase.com) Proposals must be unloaded Public Purchase before 10:00 a.m. CT on May 20, 2020, and late proposals wil not be considered 4150925 Apr 20, 27, 2020



FIRST INVOICE



PO 60x 540 Waterloo, IA 50704-0540

888-418-6474

LAKES COUNTRY SERVICE COOP Lori Mittelstadt 1001 E MOUNT FAITH FERGUS FALLS MN 56537	Customer Nbr: 60058870 Phone: (218) 737-6535 Date: 04/28/2020 Page: 1
Amount Paid: Card # :	Exp Date:/
Check # : Signature:	
Date: 04/27/2020 Ref #: 4959 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 #	Туре	Description	Lines	Total
04/27/20	4959	INV	May 20, 2020 - Sound Amplification Solutions/ Ad For Proposals PO # Lisa Truax	14	0.00

Remarks:	Total Due:	0.00

### \*\*\* Proof of Publication \*\*\*

State of North Dakota ) ) SS:

County of Burleigh

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

appeared <u>Juc Links Arg</u> 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

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behall of its current and potential member agencies in Minnesota, North Dakota, and South Dakota until for Sound Amplification Solutions. Specifications and forms may be obtained by registering for free with CPC on Public

Purchase (www.publicourchase.com). Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on May 20, 2020, and late proposals will not be considered.

4/20 & 27 - 4959

Kismarck Tribune on the following dates:

Signed

LAKES COUNTRY SERVICE COOP

1001 E MOUNT FAITH

FERGUS FALLS MN 56537

ORDER NUMBER 4959

Sworn and subscribed to before me this  $27^{\text{Tb}}_{\text{day o}}$ 

20 20 1

Notary Public in and for the State of North Dakota

MORGAN DOLL Notary Public State of North Dakota My Commission Expires Jan 26, 2023

Section: Legals Category: 5380 Public Notices PUBLISHED ON: 04/20/2020, 04/27/2020

 TOTAL AD COST:
 25.20

 FILED ON:
 4/27/2020



ND Affidavit No. 2834301

#### AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

COUNTY OF CASS

**Evan Kjos**, *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*; (1) time: April 21, 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 21st day of April, 2020.

Legals Clerk

Notary Public

NICOLE RIEGERT Notary Public State of North Dakota My Commission Expires Dec. 31, 2023

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and poten- tial member agencies in Minnesota, North Dakista, and South Dakota until its Sound Amplification Solutions. Specifications and forms may be at tained by registering for free with CPC of Public Purchase (www.publicpu	
chase.com) Proposals must be uploaded to Public Purchase before 10:90 a.m. CT on Ms 26, 2020, and fate proposals will not L considered. (April 21, 2020)	に変換

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA ) COUNTY OF HENNEPIN )



650 3rd Ave. S, Suite 1300 | Mineapolis, 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:

Dates of Publication		Advertiser	Account #	Order #	
StarTribune	04/20/2020	COOPERATIVE PURCHASING CONNECTION	1000337556	352804	
StarTribune	04/27/2020	COOPERATIVE PURCHASING CONNECTION	1000337556	352804	

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to  $\S$  331A.06, is as follows: \$190.40

5. <u>Mortgage Foreclosure Notices</u>. 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.

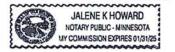
FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on:

04/27/2020

Aplanie K. Housing



Notary Public

#### MONDAY, APRIL 27, 20

# **CLASSIFIEDS + PUBLIC NOTICES**

	STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233					
received	Mortgage Foreclosures Notice of MORTGAGE FORE- COSUME SALE THE REMT TO VERIFICATION OF	Mortgoge Foreclosures AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE STR 459 502	Mortgage Foreclosures Dated April 20, 2020 Witampion Savings Fund Society, SB, as Invarient Control Dated Mol-	Mortgage Foreclosures loct to redemption within 6 months from the date of said sale by the motogapoid(s) the personal represen-	Legal Notices NOTICE OF PUBLIC HEARING ON THE ISSUANCE OF REVENUE RONDS TO FINANCE A MULTIFAME	Legal Notices
rece	NOTICE OF MONTANCE FORE- CLOSURE SALE THE RIGHT TO VERWICATION OF THE DEAT AND DENTITY OF THE THE PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION HOTICE IS HEREBY GREEN, that do NOTICE IS HEREBY GREEN, that do hot following dissided mont-	Auforunt due and claimed to be Due so that do and claimed to be Due so that do and that proto to the commensement of this mortage foreclosure proceed- ing Mortageer Assignme of Mortageness complete with all notice that no action or proceeding has been instituted at law or otherwise to recover the doot secured by said	PSR at Trustee for Uption Mol- Psr Las Trustee for Uption Mol- Psr Las Truste B are Studying a Zett/26 LU 193550 Minisai & Ponter - 0337778 Randoth W Davdy - 20160 Minisai & Ponter - 0337778 Randoth W Davdy - 20160 Tasy J Halling - 034610X Allonnys for Mortgales 2050 West Ponter - 0333137 2050 West Ponter - 0333137 2050 West Ponter - 0333137 2050 West Ponter - 0345, Suite 2050 Studying Ministration From Area 5 4 2010 Pin 4 20 5 4 2010 Pin 4 20 5 4 2010 Pin 4 20 5 4 2010 Pin 4 2010 Pin 20 Burthelm	tailves or assigns. TIME AND DATE TO VACATE PROP- ERTY: If the real estate is an owner- occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the	MENT UNDER MINNESOTA STAT- UTES, CHAPTER 462C, AS AMENDED	District Court Audicial District: Ninth Court File Number: 29-7V-20-272 Case Type: Juvenile Summons and Notice Transfer of Permanent Legal &
be		PURSUANT to the power of sale contained in said mortgage, the	Randolph W. Dawdy - 2160X Gary J. Evers - 0134764 Tracy J. Halliday - 034610X Altorneys for Mortgages Shapiro & Zieke, LLP 12550 West Frontage Road, Suite	Title AND DATE TO VACATE PROP- ETTY II the real estate is an owner, CHTY II the real estate is an owner, cureass otherwise provided by law, the date on to before which the etty, II the mortgaps is not remissian etty, II the mortgaps is not remissian etty, II the mortgaps is not remission be able to be able to be able to be able to be the state of the state of the state of the provember 22, 2020, or the not business day, Studys, Studys or gait bold day.	NOTICE IS HEREBY GIVEN that the Board of commissioners (the Board) of the Hennepin County Housing and Redevelopment Au- thority (the "HCR#A") will hold a previously opened and continued public hearing on May 12, 2020.	Summons and Notice Transfer of Permanent Legal & Physical Custody in the Matter of the Welfare of the Child(ren) of: Samantha Deline Robbins X Parent Justin Lee Butcher X Allegod Father
will	Kiningago Samuel A Metter, a sin- diprival Mortago Electronic Registration Systems, Inc. as nom- ner for Aronican Mortago Hai- Based September 6, 2006 Records September 6, 2007 Records September 2, 2007 Records Records	sold by the Sheritt of said county as tollows. DATE AND TIME OF SALE: June 12, 2020, 09 00 AM PLACE OF SALE. Hennepin County Shariff Office Official TSO South	200 Burnsville, MN 55337 (052) 831-4060 THIS IS A COMMUNICATION FROM A DEBT COLLECTOR 4/27, 5/4, 5/11, 5/18, 5/25, 6/1/20 Star Tribune	ness day if November 22, 2020 faits on a Saturday. Sunday or legal holi- day. "THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGA-	commencing on or after 1:30 p.m. In the Hennepin County Commis- sioner Board Room (A-2400) at the Hennepin County Government Center, 300 South Sixth Street, in the City of Mignetoria	Justin Lee Butcher A linged Jauk mutha Deline Rob- bins, above-named parent(s) or le- gal custodiant), mannet Legal & thornes and the state of the state been lited in befitte of the Cierk of Avenile Court located at 301 been lited in befitte of the Cierk of Avenile Court located at 301 custodiard from the child of the above- custodiard in the state of the above- custodiard baned in the pattlon about the permanently transfer- t. Notice is beerby given that the
sals	Certificate of Tills No. 540754 Assigned To: U.S. Bark, National Association, as Trustee for GSAA Home Equity Trust 2006-20, Asso- Backed Certificates, Series 2006-20	Fifth Street, Room 30, Minneapolis, MN to pay the diabit then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys'	20-112915	SONAL REPRESENTATIVES OR AS- SIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINIESOTA STATUTES SECTION 582 032 DE-	(the "City"), to consider a housing program (the "Housing Program") prepared under the provisions of Minnesota Statutes, Chapter 462C, as amended (the "Act"), for the Is-	of Juvenile Court located at 301 Court Ave. Park Rapids, Minneso- ta, alleging that legal and physical custody for the child of the above- named parent(s) or legal
proposals	Recorded 4/17/2019 Ramsey County Registrat of Titles Document No. 102/3/1/21. against Certificate of Title No. 540/54 Transaction Agent. Mortgage Elec- tionic Registration Systems, No. Taciton Acent. Mortgage Iden- tication Acent. Mortgage Iden- tification Acent. Mortgage Iden- 200/0766 (66-1)	demption within 1 year from the date of said sale by the mortgagor(s), their personal repre- sentatives or assigns DATE TO VACATE PROPERTY. The	NOTICE OF MONTGAGE FORE- CLOSURE SALE THE RICHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVOED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS MERREY CARE, Ital de- fault has occurred in the conditions of the following described mort-	THINGS THAT THE MOATGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN 5 UNITS ARE NOT PROPER- TY USED FOR AGRICULTURAL	Houring and Redgeverum data perifolds operating and the second and continued power heads of a second and continued power heads of a second second second power heads of a second second second power heads of the second second second power heads of the second seco	should be permanently transfer- red. 2. Notice is hereby given that the matter of said Transfer of Legal & Physical Custody Petition will be
Id pa	Dorec registration systems, No. Transaction Agent Mortgage Identi- fication Number: 1001310- 2000780168-1. Londer or Broker: American Morti- gage Network, Inc., a Delaware cor- pestionilal Mortgage Service: PHH Mortinan Concension	date on of before which the mortga- gor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 560.30 or the property redeemed under Minnesota Statutes section 560.23	OATE OF MORTGAGE August 8. 2006 ORIGINAL PRINCIPAL AMOUNT OF	A standard read a standard rea	posed to be issued in an aggre- gate principal amount not to ex- ceed \$16,000,000. The Bonds may be issued in one or more series of tax-exempt or taxable obligations.	red. 2. Notice is hereby given that the matter of said transfer of Legal & Physical Custody Petition will be called for hearing before the Juve- nile Court located at 301 Court Ave, Park Rapids, Minnesota, on June 4th, 2020 at 200 pm or as soon after as the Matter can be heard.
ealed	Mortgage Originator American	A series of the decay is reparty wells as the series of the series of	MDHTGACE \$159,50 b0 MOHTGACOR(\$): Silverko A. Juarez and Mariha A. Calderon-Buuisuela, hushand and wile MOHTGACEE: Morgage Electronic TRASSACTION ACENT. Inc. TRASSACTION ACENT. Morgage Electronic Registration Systems. Inc.	20102 Home Equity Cain Trust Assigns of Marcingson, Devine 201756 Metasa La Borter - 033756 Metasa La Borter - 033756 Metasa La Borter - 033756 Cary J Lataday - 034556 Cary Lataday - 0345567 Cary Lataday - 0345567 Cary Lataday - 034	tak-rempt of table objections. The project proposed to be in- anded under the textury how remaining the property of the resulting of the textury how resulting of the result of the source of the textury of the functional textury of	1000 after as the Matter can be 15 YOU AFE COREND to appear be- fore the avenue court at the entry of the appear be- ready to a the applies to be represent- ed by counset. The the court may still conduct the hearing and grad appropriate the thearing and grad appropriate thearing and grad appropriate thearing and grad appropriate thearing and grad appropriate control of the child of the above- custodian(s) of the children with BSS the etclower applies the thearing appropriate thearing applies the thearing applies of the thearing applies the thearing applies the thearing applies the thearing applies the thearing applies the thearing applies that the thearing applies thearing applies the thearing applies t
<i>"</i>	Morigin Network, the , a Dataware (EGA DECORPTION OF PROPER- TY Until No. 322 and Gasegu Unit Profile And Decorption of the Park, and the State of the State of the State of the State of the State of the State State of the State of the State of the State State of the State of the State of the State State of the State of the State of the State State of the State of the State of the State State of the State of the State of the State State of the State of the State of the State State of the State of the State of the State State of the State of the State of the State State of the State of the State of the State of the State State of the State	FINANCIAL OBLIGATION ON MORT- GAGE NONE THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGA- GOR, THE MORTGAGOR'S PER- SONAL REPRESENTATIVES OR AS-	Electronic Registration Systems. Inc. MIN# 1003365-0607110002-5 LENDER OR BROKER AND MONT- GAGE ORIGINATOR STATED ON THE MONTCACE First Solution Lending, Inc.	Gary J. Evers - 0134764 Tracy J. Halliday - 034610X Attorneys for Mortgagee Shapiro & Zietke, LLP 12550 West Frontage Road, Suite 200 Burnswille, MN 55337	ties functionally related and sub- ordinate thereto, comprised of one five-story anartment building with 64 units, or two-story build- ing with 4 units, or two-story build- ing with 4 units, or a two-story carriage builded and a two-story	ing, the Court may still conduct the hearing and grant appropriate relief, including permanently transferring the physical and legal custody of the child of the above-
	by Minnesola, together with the benefits and easements contained in Declaration of Easements and Restlictive Convenants field as Docu- ment No. 337375 (Abstract), and together with benefits and ease-	SIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 542 032 DE- TERMINING, AMONG OTHER THINGS THAT THE MORTGACED		(952) 831-4060 THIS IS A COMMUNICATION FROM A DEBT COLLECTOR 3/30, 4/6, 4/13, 4/20, 4/27, 5/4/20 Star Tribune	units, incated 5 Broadway Street NL within the County, for within the income (the "Pro-	custodian(s) of the child/ren named in the Petition. WiTNESS, the Honorable Eric P. Schieferdecker Judge of District Court
	ments contained in Declaration of Common Interest Community No. 405, Tiled as Document No. 1666250 Torrens Property (Certificate #540754)	TRACECULAR DUCATION ON MONI- THE TIME ALL CALONED BY LAW FOOL COR. THE MONITACION'S DIAL COR. THE MONITACION'S THE SOMAL REPRESENTATIVES ON AS- SOMAL REPRESENTATIVES ON AS- SOMAL REPRESENTATIVES ON AS- SOMAL REPRESENTATIVES ON AS- THE NUMBER OF THE MONITACION OF ENTERING UNCERN MANUAL AS- THE SOME AS AND AS AS AS AS AS THE SOME AS AS AS AS AS AS AS AS AS AS AS AS AS AS AS AS AS A	Number 8855978 ASSIGNMENTS OF MORTGAGE Assigned to The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders of the CWABS for Asset-Banked	Legal Notices NOTICE OF PUBLIC HEARING ON THE ISSUANCE OF REVENUE	Stonehouse Square L. nership, a Minnesota limit nership, or its affiliate The Bonds will be issued HCHRA and will be a special, inn	Proposals for Bids
Ë	This is Registered Property, TAX PARCEL NO. 312922440469 and 312922440499 ADDRESS OF PROFERTY, 232 Bith St E Saint Paul, MN 55101	Entry USED IN AGINECTURA DOMED Dated April 10, 2020 Welfs Fargo Bank, National Associa- tions absociation by mispen to Wels- tions absociation by mispen to Wels- sociation, as a Trustee for Mergan Startey AdS Capital Inc. Trust Scillator, as the Scillator Address Scillator, as the Scillator Address Scillator, as the Scillator Scillator, as the Scillator Mergan Scillator Address Trust Scillator, as the Scillator Mergan Bank, National Associa-	Certificates Setes 2006-19 LEGAL DESCRIPTION OF PROPER- TY Lot 4, Block 7, Vinton Park Ad- dition to Minneapolis PROPERTY ADDRESS 3640 Stn Ave 5 Minneapolis MM 56400	NOTICE OF PUBLIC HEARING ON THE ISSUANCE OF REVENUE BONDS TO FINANCE A MULTIFAM- LY RENTAL HOUSING DEVELOP- MENT UNDER MINNESOTA STAT- UTES, CHARTER 452C, 85 AMENDED NOTICE IS HEREBY GIVEN that the	ed obligation of the HCHRA paya- ble solely from the revenues of the Project and the security pledged to the payment thereof. The Bonds will not constitute a general or moral obligation of the HCHRA, the	Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Da- kota, and South Dakota until for Sound Amplification Solutions.
riptio	COUNTY IN WHICH PROPERTY IS LOCATED RAMMEY ORIGINAL PRINCEPAL AMOUNT OF MORTGAGE SADO DOD DO AMOUNT DUE AND CLAIMED TO BE DUE AS DE DATE OF NOTICE	2005-HES Mortgage Pass-Through Certificates, Series 2005-HES, As- signee of Mortgagee By HALLIDAY, WATKINS & MANN, P.C. Alligneys for	PROPERTY IDENTIFICATION NUM- BER: 03-028-24-44-0086 COUNTY IN WHICH PROPERTY IS LOCATED Memopia THE AMOUNT CLAIMED TO BE DUE ON THE AMOUNT CLAIMED TO BE DUE	Board of Commissioners (the "Board") of the Hennepin County Housing and Redevelopment Au- thority (the "HCHRA") will hold a previously opened and continued public hearing on May 12, 2020.	County, the State of Minnesota, or any political subdivision thereof, and will not be secured by any taxing powers of the HCHRA or the County or other assets of the HCHRA (other than the interests of	bota, and South Dakota until for Sound Amplification Solutions. Specifications and forms may be obtained by registering for free with CPC on Public Parchase (www.publicpurchase.com).
Description	That prior to the commencement of	tion successor by mercer to Wells	OF THE NOTICE SIT9,800.10 THAT all pre-foreclosure require- ments have been complied with that no action or proceeding has been instituted at law or otherwise	commencing on or after 1:30 p.m. In the Hennepin County Commis- sioner Board Room (A-2400) at the Hennepin County Government Center, 300 South Sixth Street, in the City of Minnesota	Ing with 4 units of a two-story difficiency of the story of the story stores the story of the story of the difficult of the story of the story stores the story of the story of the store of the story of the story of the story of the story of the story of the story of the story of the story of the story of the story of the story of the story of the story o	(www.public.purchase (www.public.purchase.com). Proposals must be uploaded to Public Purchase before 10:00 a.m. GT on May 20, 2020, and late pro- posals will not be considered.
	that no action or proceeding has been instituted at law or otherwise to recover the dott secured by said mortgag, or any part thereof. PURSUANT to the power of sale contained in said mortgage, the above described property will be said by the Shett of said county as	Faips Bark Minerissii, Kuisbai As- sociation, J. Tuckai Ion Progra Sociation, J. Tuckai Ion Progra 2005-465, Martingap Para, Through Depring al Martineza 2005-465, Ac- Depring al Martineza 2005-465, Ac- Depring al Martineza 2005 101 Fails States 101 101 Fails States 101 101 Control States 200 101 Fails States 101 101 Control Context 2005 Martineza 2005 472, 544, 511, 4713,4025 472,544, 511, 4713,4025 472,544,511, 4713,4025 472,544,511, 4713,4025 472,544,511, 4713,4025 472,544,511, 4713,4025 472,544,511, 4713,4025 472,544,511, 4713,4025 472,544,511,511,511,511,511,511,511,511,511	Careford LCC Corporation States and States a	WTCL CREATER GEVEN TAILEDGED SOFTICE IS HEREY GUYLN that the Board of Commissioners (thr board) and Redevelopment Au- thousing and Redevelopment Au- thousing and Redevelopment Au- thousing and Redevelopment Au- thousing and Redevelopment Au- thouse Rear Boon (A 2000) at the Centry, Son South Stath Street, In- the Cright Consolid Stath Street, bar Board Board Boon (A 2000) at the Centry, Son South Stath Street, In- the Cright Consolid Stath Street, Builder Stath Street, In- Builder Stath Street, In- Board Board Board (A 2000) at the Centry, Son South Stath Street, In- Builder Stath Street, In- Builder Stath Street, In- Board Board (In- Centry), The Booth are pro- posed to be Isaed in an 80- centry State Board In- Board Board (In- Centry), The Booth are pro- posed to be Isaed in an 80- centry State Board In- Board In- State Board In- Board In- Board In- State Board In- Board In- Board In- State In- In- State In- State In- In- State In- In- In- In- In- In- In- In-	who appear shall be given an op- portunity to express their views with respect to the Housing Pro- gram and the proposal to issue the Bonds to linance the Project.	posais will not be considered.
	above described property will be sold by the Shellf of said county as follows: DATE AND TIME OF SALE June 9, 2020 10 00 AM	THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFOR- MATION ONTAINED WILL BE USED FOR THAT PURPOSE	DATE AND TIME OF SALE May 22, 2020, 10 00AM PLACE OF SALE Sheriff's Main Of- fice, Civil Division, Room 30, Court- house, 350 Sputh Fifth S1, Minne-	bonds or other obligations (the "Bonds") to finance a multifamily housing development located within Hennepin County (the "County"). The Bonds are pro-	For further information, please contact Julia Welle Ayres, Manager of Housing Development and Fi- nance, 612-543-4342.	Star
	toda y mis Jones of sale Courty as DATE AND TAYE OF SALE June 9, PACE OF SALE Sheets of Missier Court Pace of the Sale Sheets of the PACE OF SALE Sheets of Missier detter than second by Julie Missier detter than second by Julie Missier to steer the Sale Sale of the burtements, including attorney from show on by T Yasadi to the data of sale sale by the data of sale sale by the data of sale sale by the	NOTICE OF MORTGAGE FORE-	apoils, MN 50497 to pay the deut secured by said mortgage and tax- es, if any, on said premises and the costs and disbursements, including attorneys fees allowed by law, sub- ject to redemption within 6 months	gate principal amount not to ex- ceed \$26,500,000. The Bonds may be issued in one or more series of tax-exempt or taxable obligations.	public hearing may be conducted via telephone or other electronic means as allowed under Minneso- ta Statutes. Section 130.021. Please refer to the County's web-	8
	tees allowed by taken august incre- demption within 1 Year from the date of said sale by the mortgagoris), their present repre- sentatives or assigns. DATE TO VACATE PROPERTY. The	CLOSURE SALE THE RIGHT TO VERIFICATION OF THE DEBT AND DENTITY OF THE ORIGINAL, CREDITOR WITHIN THE TIME PROVDED BY LAW IS NOT AFFECTED BY THIS ACTON. NOTICE IS HEREBY GIVEN, that de- lault has occurred in the conducers of the following described mort- gage.	motgagor(s) the personal represen- tatives or assigns TIME AND DATE TO VACATE PROP- ERTY II the real estate is an owner- occupied, single-family dwelling	nanced under the Housing Pro- gram consists of the acquisition, rehabilitation, and equipping of an existing 174-unit multifamily rent- al housing development and facili-	PERASE NOT SHE SHOULD de to COVID-15, the public hearing may be conducted via telephone or other electronic means as allowed under Minneso- Please refer to the County's web- site at https://www.hennepin.us/ your-governmet/leadership/ county-board-metings or call build county-board-metings or call build hearing via telephone or electroni- cally.	2
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0	DATÉ TO VACATÉ FROPERTY. The data ne te before walch the morphy- temportation of the second second second morphysics is not restutisfe under the temportation second second Memosola Statules section 590 bit Memosola Statules section 590 bit Memo	of the following described moti- GMT of MONTGAGE September 13,2006 MONTGAGE September MONTGAGE 321-50-21 MONTGAGE 321-50-21 MONTGAGE Beneficial Loan and HONTGAGE BENEficial Loan an	Non 500 23, IS 11 59 p.m. on No- vember 22, 2020, or the next busi- ness day if November 22, 2020 faits on a Saturday, Sunday or legal holi- day. "THE TIME ALLOWED BY LAW FOR	be listered in one of more series at instantial control of more series at manced under the Housing Pro- gram consists of the acguitation results of the acguitation of estimation of the acguitation of estimation of the acguitation of estimation of the acguitation of the function of the acguitation of the function of the acguitation of the acguitation of the acguitation of the acguitation of the acguitation of the acguitation of the acguitation of the acguitation of the acguitation of the acguitation of the acguitation of the acguitation of the acquitation of the acquitation of the acguitation of the acquitation of the acquitation of	ON A QUALIFIED ALLOCATION PLAN FOR THE ALLOCATION OF LOW INCOME HOUSING TAX CRED- ITS UNDER SECTION 42 OF THE IN- TERNAL REVENUE CODE OF 1986, SE ALLEVED	something
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Color	DUNEU Dated April 2, 2020 U S Bark National Association, as Truster for GSAA Home Equity Trust 2006-20 Asset-Backed Certif- Mortogane By HALLDAY, WATKINS & MANN, P C	FSB, as Trustee of Upland Moti- gage Loan Trust B. LEGAL DESCRIPTION OF PROPER- TY: That part of Lot 182, Auditor's Subdivision Number 149, described as follows: Beginning at a point in	FR/K, The Lank of New York 12 Instite To registree Holds or Units Setting 1200-19         Total 12           Instite To registree Holds or Units Setting 1200-19         Automotive Workshow 12           Automotive Workshow 12         Total 12           Manage L, Dorte P, Sandard S, Sale 200         Total 12           Manage L, Dorte J, 2000         Total 12           Scheme M, Sale L, P, Barton A, Sale 200         Total 12           Scheme A, Totas L, L'P, Barton A, Sale 200         Total 12           Scheme A, Totas L, L'P, Barton S, Sale 200         Totas L, Sale A, Sale 200           Scheme A, Sale A, Sale 200         Totas L, Sale A, Sale 200           Scheme A, Sale A, Sale 200         Totas L, Sale 200           Scheme A, Sale 200         Totas L	agement Co., will operate the Proj- ect. The Bonds will be Issued by the HCHRA and will be a special, limited obligation of the HCHRA payable solely from the revenues of the Bolley and the schulture	The public is breedy hitsmed that inperson nesting, or methods, between the second s	9-
0	Molicasop By HALLDAY, WATKINS & MANN, PC Altorneys for US Bark National Association, as Truster for GSAA Home Equity Trust 2006-20, Asset-Backed Gertil- Morris, Selite 2006-20, Assignme of	the South line of West 58th Street as laid out by the City of Minneapo- lis, which point is a distance of 60 feet East of the West line of said Lot 182; thence Southwesterly a dis- tance of 60 feet to a point which is a	Melissa L. B. Porter - 0.337776 Randolph W. Dawdy - 2160X Gary J. Evers - 0134764 Tracy J. Halliday - 034610X Attorneys for Mortgagee Shapiro & Ziellie, LLP	etc. The Bonds will be a based by then for GA and will be a social and the social based of the social available body from the revenues predeged to the maximum thereof. The Bonds will not constitute a willing thereof, and will not be and the social based of the social willing thereof, and will not be actual by any taking powers of the actual dy any taking powers of the sets of the inclusion of the social sets of the inclusion of the set and a social to be actual to be received under a Gasa agreement relation and a social to be actual to be received under a Gasa agreement relation to a solid thereof and will not be ac- tual of a social to be received under a Gasa agreement relation to a solid thereof and a social the social the solid thereof and social the social	emergency declared under Minn. Stat. Chapter 12 by the Minnesota Governor Tim Walz and Saint Paul Mayor Melvin Carter, Members of the Minneapolis/Saint Paul Fi- nance Board will participate in the	3-
	Hust 2006-20 Asside Backet Certin- Icates, Series 2006-20, Assignee of Mortgagee 101 Fitts Street East, Suite 2626 St Paul, MM SS101 651-291-6955	distance of 35 feet East of the West line and 54 35 feet South of the South line of West 58th Street, thence South and parallel with the West line of said Lot 182, a dis- tance of 143.85 feet, thence East a	12550 West Frontage Road, Suite 200 Burnsville, MN 55337 (952) 831-4060 THIS IS A COMMUNICATION FROM A DEBT COLLECTOR 3/30, 4/6, 4/13, 4/20, 4/27, 5/4/20	cured by any taking powers of the HCHRA or the County or other as- sets of the HCHRA (other than the interests of the HCHRA (other than the Project and amounts to be received	meeting by telephone or other electronic means. The meeting can be streamed online by the public using this link: https:// stpaul.legistar.com/. The public	eg \
	Lains, Series 2006-20, Assigne of No. 1999. The State	line of said Lot 182, a distance of 1 98 2 feet to the South line of West S6th Street thence West to point of		At said time and place all parties who appear shall be given an op- portunity to express their views with respect to the Housing Pro- gram and the proposal to issue the Bonds to finance the Project.	and testimonies during the pro- ceedings by calling 651-266-5860. While the Board will make best ef- forts to decide all issues before them, the Board may delay deci- sions on certain matters where the members believe meeting in-	
	415, 4/13, 4/20, 4/27, 5/4, 5/11/20 Star Tribune NOTICE OF MORTGAGE FORE- CLOSURE SALE	beginning REGISTERED PROPERTY PROPERTY ADDRESS: 333 W 58th SI, Minneapolis, MN 55419 PROPERTY IDENTIFICATION NUM- BER: 22-028-24-32-0036 COT#	CLOSURE SALE THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVOED BY LAW IS NOT AFFECTED BY THIS ACTION NOTICE IS HEREBY GREW. that de- fault has occurred in the conditions of the following described mot-		person is necessary.	7
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	of the following described mort- gage Morigagor Karen Hipple, a single person Morigage Electronic	mortgage, or any part thereof;	GAGE ORIGINATOR STATED ON	PLEASE NOTE, due to COVID-13, the public hearing may be conducted via telephone or other releatment means as allowed under Minneson- Please refer to the Gountry's web- site at https://www.hennepin. us/your.goverment/leadership/ county-board-meetingst or call Ju- la Weile Arys as 16 (2) 5-31-32, to hearing via telephone or electroni- cally.	For Saint Paul projects: (only elec- tronic copy is available) City of Saint Paul – Department of Planning and Economic Develop- ment Attention : Jules Atangana Phone: (651) 256-6552	1
	negasiant Systems, He. As Home nee for Dockson One Mostgage Company, LLC Dated June 24, 2005 Filed. September 1, 2005 Henneph Registrar of Tilles Docu-	to recover the onto secured of sale moticage, or any part thereof: PURSUANT, to the power of sale contained in sald mortgage, the above described property will be sold by the Sheriff of said county as not the Sheriff of said county as not the ADD TIME OF SALE June 15, 2000 the Desau	Services, LLC DATE AND PLACE OF FILING Filed December 13, 2004, Hennepin	learn how to attend the public hearing via telephone or electroni- cally. Dated: 4/27/29	For Minneapolis projects: City of Minneapolis – Community Planning and Economic Develop-	
	Kongagor Karen Hepple, a single pesco and Mirgago Karen Hepple, a single Registration Systems, Inc. as nom- nee for Decision One Mostgago Structury, LLC, av 2005 Field Sentember 1, 2005 Herner Mark 1, 2005 Annual Assignment To Mark and Public Annual Assignment As	tollows: DATE AND TIME OF SALE: June 16, 2020, 10 00AM PLACE OF SALE: Sherill's Main Ol- nee, CNI Dristion, Room 30, Court- hours, 350 South Fifth S1, Mann- apolis, MN 55487 to pay the deat set, H any on said gremies and this costs and disbursements, including attorney fees allowed by law, sub-	THE MORTUNCE THE Lending Com- SERVICET. Contribution Mortgages Services, LLC DATE AND PLACE OF FLING. Filed December, 13, 2004. Hermitigh Number 48100587. as Document Number 48100587. as Document Number 48100587. as Document Number 48100587. as Document Sastandin thew Century Mortgage Devisite Bark National Trust Com- pany, as Indonium Truste for New Century Home Equity Loan Trust LEGAL DESCRIPTION OF PROPER-	NOTICE OF PUBLIC HEARING CITY OF ROGERS Notice is hereby given that the	ment Attention: Amy Gelsler Phone: (612) 673-5038 Email: amy.gelsler@minneapollsmn.gov	Get business ideas and insights from every section and catapult
	Trust 2005-HES Mortgape Pars. Treat photos Centificates, Series 2005- HES Dated 07/25/2012 Filed 07/25/2012 Filed August 6, 2012	costs and disbursements, including attorneys fees allowed by law, sub- ject to redemption within 6 months from the date of said sale by the mortgago(s) the personal represen- tatives a sales.	Century Home Equity Loan Trust 2004-4. LEGAL DESCRIPTION OF PROPER- TY: Lot 18, Block 1, Medina Morningside BRORETY ADDRESS, 2012 Bubb	Notice is hereby given that the City Council will be conducting a public hearing on Tuesday, May 12, 2020 at 7:00 p.m. by online/virtual meeting to consider the vacation of excess road right-of-way on Lot 3, Biock 1, Justen Park, Hennepin County, Minnesota.	Delut	your company into success mode. Start here. Go anywhere.
	Through Certificates, Series 2005- HES 07/25/012 Field Argust 6, 2012 Hennelic Court, Frégoritar of Titles Document No. 1498/2074. Against Certificate of Title No. 116/930 Transaction Agent, Mortgage Elec- trost Registration Systems, Inc. Bedit Registration Systems, Norther Top/179 1000402/288	TIME AND DATE TO VACATE PROP- ERTY: If the real estate is an owner- occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mediate of the state of the second	INK RJ LONG LAKE MI 553 2002 BODD- INK RJ LONG LAKE MI 55356 PROPERTY DENTIFICATION NUM- BER 28-118-23-13-0006 COUNTY IN WHICH PROPERTY IS LOCATED Homepin	County, Minnesota. If you wish to attend or provide comment on this matter, please visit the City's website at www. rogersma.gov/citycouncil of the meeting information and public hearing participation instructions.	Point of Sale	* StarTribune
	fication Number 10007/910004028284 Lender or Broket: Decision One Motgage Company, LLC Residential Motgage Service: PHH Motgage Corboration Motgage Corboration	casts and disburstments, leiching althorpes feas aboved by two sub- tion of the sub- tion of the sub- tion of the sub- tion of the sub- not sub- contraction of the sub- tion of the sub- tion of the sub- tion of the sub- contraction of the sub- contraction of the sub- dian of the sub- tion sub- contraction of the sub- tion sub- sub- tion sub- sub- tion sub- sub- tion sub- sub- tion sub- sub- tion sub- sub- tion sub- sub- sub- sub- sub- sub- sub- sub-	$\begin{array}{cccc} \begin{array}{c} \mathcal{L}_{LGA}^{CGA} & \text{disc}, \mathcal{L}_{LGA}^{CGA$	meeting information and Public Hearing participation Instructions. Respectfully, Stacy Scharber, City Clerk, City of Rogers. Published in the Minneapolis Star Tribune on April 27, 2020 and May 4, 2020.	Saturdays	Weekend
	T000779100402284 Automatical Control State Control Con	on a Safurday, Sunday or legal holi- day THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGA- GOR. THE MORTGAGOR'S PER- SONAL REPRESENTATIONS OF	contained in said mortgage, the above described property will be			at Home
	State of Minnessota This is Registered Property Tools in Registered Property ADDRESS OF PROPERTY 1311 Minness TR	SIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ONDER IS ENTERED UNDER MININESOTA STATUTES SECTION 582 032 DE- TERMINING, AMONG OTHER THINGS THAT THE MONTAGE	Dates and the of the sale county as DATE AND TIME OF SALE: May 22, 2020, 10 00AM PLACE OF SALE: Sheriff's Main Of- fice, Chill Dhiston, Room 30, Court- house 10, South County 30, Court-	Headlace Headlace		Saturdays
	and of record in Hermosin County. State of Monescia The Is Registered Property DOPY AND CLI NO. 2216-22-42- MODESC OF PROPERTY ADDRESS OF PROPERTY IDDR PARME, MN SSAF7 COUNTY IN WHICH REPERTY IS LOCATED Hermosio OCAL HERMOSING AND UNT OF MONTGAGE 1330 ABO 00	The standard sundar on the standard standard sundard standard stan	Date by the sentence is see county as DATE AND THRE OF SALE May 22, 2020, 10 00AM FLACE OF SALEN Room 30 GOR- house, 350 South Film S1, Mirne- apols, MI S2687 to pay the debt secured by said mortgage and tax- set, if any, on said premises and the attorneys less allowed by law, sub-	Saturdays	* Starīribune	* StarTribune

**Cooperative Purchasing Network** D-5-AII N/A Section-Page-Zone(s): Advertiser: Agency: 0000352804-01 1 Col x 1.5 in Insertion Number: N/A Ad Number: Size:

StarTribune Monday, April 27, 2020







Lisa M Truax:

Bid "RFP #21.1 - Sound Amplification Solutions" Status: Release Successful on Apr 20, 2020 8:04:32 AM MDT

You can check the released bid by going to the following address: http://www.publicpurchase.com/gems/bid/bidView?bidId=127368

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

Thank you for using Public Purchase.

MK= 2NuCYNIXELMOoVbjIxaI2Q==

# Proposals Requested by the:

# **Cooperative Purchasing Connection**



# **RFP #21.1 – Sound Amplification Solutions**

CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to provide optimal sound amplification solutions, including installation, to suit participating agencies, at consortium level discounted pricing. Participation 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 specific product categories or manufacturer categories.

# Due: 10:00 a.m. CT on Wednesday, May 20, 2020

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

**RFP Facilitator:** Lisa Truax Procurement Solutions Coordinator Cooperative Purchasing Connection **Published in:** Argus Leader Bismarck Tribune Fargo Forum Star Tribune April 20 & 27, 2020

# **Table of Contents**

I.		luctionPage 3
II.	<b>Solicit</b>	ation Procedures
	А.	Responding Vendor Qualifications
	В.	Required Securities
	С.	RFP Timeline
	D.	Non-Required Conference Call
	E.	RFP Submission
	F.	RFP Particulars
	G.	Solicitation Evaluation
		Contract Award
III.	<u>Techn</u>	ical SpecificationsPage 8
	А.	Scope of Work
	В.	Quantity History
		Terms and Conditions
IV.	<u>Appen</u>	Idix A: Sales Report TemplatePage 12
V.	<u>Appen</u>	dix B: New Vendor Implementation ChecklistPage 13

### I. Introduction

Proposals for the requested products and/or services are detailed in the accompanying Technical Specifications.

The Cooperative Purchasing Connection (CPC) is a joint powers group of service cooperatives in Minnesota, organized pursuant to Minnesota Statute 123A.21. 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.

Collectively, CPC's participating agencies purchase, on average, over \$65 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 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 \$2,500. 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 the Vendor's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder. Failure to comply with the Vendor(s) proposal, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. Loss of the bond may include but is not limited to poor customer service, poor quality of product, delivery issues, lack of reporting, and lack of administrative fee payments. The bond or check shall remain in force for the entire duration of the contract term and must be renewed annually or upon contract renewal. The bond or approved security shall be returned to the Vendor upon the successful completion of the contract.

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 the 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. <u>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 following 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.</u>

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. <u>Payment will not be issued for any project for which the required bonds have not been received.</u>

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. <u>RFP Timeline</u>:

Date/Time	Event
April 20, 2020	Publication of RFP #21.1 – Sound Amplification Solutions
May 4, 2020, at 11:00 a.m. CT	Non-Required Conference Call
May 8, 2020, at 10:00 a.m. CT Deadline for Vendors to Submit Questions	
May 20, 2020, at 10:00 a.m. CT	Deadline for Submission
June 11, 2020	Contact Vendor/Award(s) Made
July 1, 2020	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: <a href="https://zoom.us/j/747737360">https://zoom.us/j/747737360</a>.
  - 1. **Dial-in Number:** + 312 626 6799
  - 2. **Meeting ID:** 747 737 360

#### 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 <u>support@publicpurchase.com</u> or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission <u>will not be</u> 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 the 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. Before the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase before 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 in Public Purchase and posted to the CPC website, within 48-hours after the opening.

#### G. Solicitation Evaluation

No single factor will determine the final award decision. Proposals will be evaluated using a multistep 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 <u>non-responsive</u> 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. Vendors may be short listed upon review of their technical evaluation scores.
- 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 shortlist 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 all 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	Unresponsive, does not meet minimum requirements

	<vendor a=""></vendor>	
Criteria	Points	Average Points Awarded
Qualifications & Experience	45	
Marketing & Partnership	25	
Financials & Level of Support	30	
Warranty	35	
Industry-Specific Information	100	
Exceptions & Deviations	5	
Exhibit A - Marketing Plan	15	

Total Technical Points	240	0
Proceed to Pricing Evaluation?	Yes/No	
Pricing Schedule	215	
Services	45	
Volume Discounts	10	
Total Pricing Points	260	0
Total Score	500	0

**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 June 11, 2020. The actual award is subject to approval by the CPC Board of Directors.

**Contract Term:** The term of the contract resulting from this RFP will be from July 1, 2020, through June 30, 2022. There will be an optional 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 every quarter, <u>within 20 business days after the end of each fiscal quarter</u>.

**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. <u>All reports will be submitted in MS Excel within 20 business days after the end of each fiscal quarter</u>, (see Appendix A) listing the following information:

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

7. Savings generated by the sale

**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.

**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 provide optimal sound amplification solutions, including installation, to suit participating agencies, at consortium level discounted pricing. Participation 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 specific product categories or manufacturer categories.

**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 sounds solutions that can be of benefit to all participating agencies. <u>Manufacturers may respond</u> <u>directly</u> and will be required to identify regional suppliers to execute the contract as long as pricing is consistent in the tri-state area and 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.

Companies who meet any or all of 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 2016 to present, CPC participating agencies have purchased over \$2.05 million in classroom sound amplification systems. 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 over, 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, CPC believes that the program will continue to grow significantly throughout the solicitation term, not to exceed four (4) years.

#### C. Terms and Conditions:

#### 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, back-ordered, 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.

#### **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. An electronic online catalog for order entry must be provided for use by and suitable for participating agencies' needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded.
- 3. All devices and items will meet the following applicable codes and standards:
  - a. All devices shall be listed by Underwriters Laboratory (UL). All components shall bear the UL label.
  - b. The systems and solutions will be installed in accordance with all the requirements of the National Electric Code (NEC).
  - c. The systems and solutions will be installed in accordance with the requirements of the Americans with Disabilities Act (ADA).
  - d. The systems and solutions will be installed in accordance with the requirements of other applicable codes as well as all Federal, State and local codes.

#### **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 through this solicitation.

- 3. New products and items, 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 manufacturer revises its product price list to add or delete models and accessories that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows: Request will be typed on the Vendor's letterhead and emailed to CPC;
  - a. It is filed with CPC, a minimum of 30 calendar days before the effective date of the proposed change;
  - b. It identifies the items impacted by the change;
  - c. The change will not produce a higher profit margin than that on the original contract;
  - d. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change;
  - 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.

#### 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 subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any 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 before the start of installation.

- 5. All personnel that are working in participating agencies must be bonded and insured and follow any participating agencies' requirements for contractors and subcontractors.
- 6. Use of 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 endusers' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

#### **Quality Assurance, Warranty & Maintenance Plans:**

- 1. All equipment will be designed by the manufacturer to function as designed. All systems and solutions will be accompanied by the manufacturer's service notes and drawings detailing all interconnections, if applicable.
- 2. The Vendor will show satisfactory evidence, upon request, that the Vendor maintains a fully equipped service organization capable of furnishing adequate inspection and service to the system. The Vendor will maintain at his facility the necessary spare parts as recommended by the manufacturer to maintain and service the equipment being supplied.
- 3. Provide work complying with applicable requirements of National Fire Protection Agency (NFPA) 70 "National Electric Code" including, but not limited to:
  - a. Article 250, Grounding.
  - b. Article 300, Part A. Wiring Method.
  - c. Article 310, Conductors for General Wiring.
  - d. Article 725, Remote Control, Signaling Circuits.
  - e. Article 800, Communication Systems.
- 4. The Vendor will follow all manufacturer warranties, express and implied, against defects in material and workmanship. All replacement materials shall be provided to the participating agency at no additional cost while under manufacturer warranty.
- 5. 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.
- 6. The Vendor providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

#### **Training:**

- 1. The Vendor will provide the participating agency with training on the installed systems and solutions. Operators manuals and user guides shall be provided during training.
- 2. The Vendor shall supply at a minimum, user training. User training shall consist of operation of all system functions.
- 3. The Vendor shall supply at a minimum, up to two (2) hours of technical training to Technology staff for routine administration, maintenance and troubleshooting.

4. The participating agency shall have access to telephone support from the Vendor and/or manufacturer at no additional cost for the life of the product.

#### Advertising and Marketing:

- 1. The Vendor will provide sales and marketing representation that can 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
						\$	<b>\$</b>	<b>\$</b>

# **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 regard to renewing a contract for an additional contract term.

Task D	escription	Target Completion	Completed By
1.	CPC Vendor Orientation	One Week	CPC & Vendor
	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		
2.	Vendor/Supplier Login Established – Express	One Week	Vendor
	(if applicable)		
	Complete supplier initiation form		
	Complete supplier product template		
	Create a user account and user ID – communicate		
	to supplier		
3.	Sales Training and Roll Out	Two Weeks	CPC to Coordinate
	CP Personnel Briefing; possible webinar training		Vendor
	Marketing information sent to CPC		
4.	Web Development/Express Store (if		Vendor
	applicable)	Two Weeks	
	Initiate IT contact	Three Weeks	
	Web store construction	Four Weeks	
	Web store final edit	Four Weeks	
	Product loaded into web store in Express	Five Weeks	
	Test Store Functionality	Five Weeks	
	Announce Store Availability		
5.	Marketing	Three Weeks	CPC
	General announcement		
	Vendor profile page		
	Email signature logo		
	Email communication announcement		
	*All materials will be approved by Vendor before		
	disbursement		
6.	Marketing – Vendor	Four Weeks	Vendor
	General announcement		
	Sales/Account team training; contract highlights		
	including pricing schedule		
	*All materials will be approved by CPC before		
	disbursement		
7.	Management Strategies	Eight Weeks	CPC & Vendor
	Review kickoff and roll-out plan		
	Discuss and establish a target communication		
	strategy		

### **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.

COOPERATIVE Purchasing

**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-user's expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

**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.

**Insurance:** The Vendor shall purchase, maintain and <u>provide</u> 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 shall 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. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following 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 shall provide the COI with their submission.

**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 (7<sup>th</sup>) 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, masterservant, 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, it's 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 04/2020

## **Vendor Questionnaire** RFP #21.1 – Sound Amplification 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.

COOPERATIVE Purchasing

CONNECTION

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 <u>single PDF format</u> 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. <u>Qualifications & Experience</u>
- 3. <u>Marketing & Partnership</u>
- 4. Financials & Level of Support
- 5. <u>Warranty</u>
- 6. Industry-Specific Information
- 7. <u>References</u>
- 8. 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			
<b>Customer Service Manager</b>			
Account Manager(s)			

List will be responsible for receiving updated membership lists.

Name	ame 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.

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		
	SDBSmall Disadvantaged BusinessSDVOBService-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** (45 points)

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

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

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

- 4. Describe the number of agencies your organization, on average, provides sound amplification solutions for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?
- 5. Is your organization able to service all areas within CPC's tri-state area?

No

Yes

If NO, explain why your organization is not able to service a particular area and/or state.

- 6. List the other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in the tri-state area?
- 7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.
- 8. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing through your company.
- 9. 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).

## Marketing & Partnership (25 points)

- 1. Describe how your company markets directly to potential customers.
- 2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.
- 3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.
- 4. Describe how your company will position this contract to CPC's participating agencies if awarded.
- 5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.

## Financials & Level of Support (30 points)

1. Describe how your organization works with agencies to determine payment terms.

2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?
3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.
4. Indicate the level of support your company will offer on this contract category.
<ul> <li>Pricing is the same as offered to individual education, government, and nonprofit agencies.</li> <li>Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.</li> <li>Pricing is better than what is offered to individual education, government, and nonprofit agencies.</li> <li>Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.</li> <li>Other, please describe</li> </ul> If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:
<ol> <li>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?</li> </ol>
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.
6. 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. Warranty (35 points)
<ol> <li>Describe your company's ability to provide maintenance and support services for the proposed products. Describe how a participating agency would seek maintenance and obtaining required pieces should equipment fail.</li> </ol>
2. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure.
3. Do all warranties cover all products/equipment parts and labor?
Yes No
If NO, describe the exceptions to coverage.
4. Do warranties impose usage limit restrictions?
Yes No
If YES, describe the restrictions.
5. Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Yes No

#### If NO, describe why travel and mileage are not covered.

- 6. List any additional limitations or circumstances that would not be covered under your warranty?
- 7. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?

# Industry Specific Information (100 points)

- 1. Provide a narrative description of the products and services you are offering in your proposal.
- 2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology and product line.
- 3. Describe the power/source connection for your proposed sound amplification solution(s). Describe any additional connection features that your solutions provide (i.e. multimedia connectivity, ADL outputs).
- 4. Describe the type of frequency used by your sound amplification solution(s) and how feedback and other frequency waves are mitigated from cutting in or over a sound wave. Describe if Bluetooth connectivity is possible and if there are any concerns to be addressed with your proposed solution.
- 5. Describe how and if your solution can integrate with current facility sounds solutions and to what extent.
- 6. Describe if your sound amplification solutions require software to operate and run the system. Describe all costs associated with this software/service.
- 7. Describe how your sound amplification solutions coordinate or work in conjunction with life safety requirements (i.e. emergency notifications).
- 8. Describe in detail how the installation is performed by your employees or by subcontractors. Describe any required certifications, etc. require for installation.
- 9. Describe any unique applications of your sound's amplification solutions.
- **10.** Describe in detail your proposed exchange and return program(s) and policy(s).
- **11.** Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

# Exceptions & Deviations (10points)

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

### References

Provide three (3) references that have purchased <u>products and/or services that apply to the scope of this proposal</u>. A contact name, phone number and email will be required.

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

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

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

### **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 (15 points)

<u>Submit a marketing plan that would describe, at a minimum, the following:</u> 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.

*Please note this spreadsheet has multiple workbooks/tabs.
<b>Instructions.</b> 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- Services         3- Volume Discounts
1 - Pricing Schedule - required
Submit pricing for all sound amplification products and accessories being offered to CPC and its participating agencies.
2 - Services - required
Submit pricing for Services requested by CPC and its participating agencies.
3 - Volume Discounts - optional
Submit all volume discounts if available to CPC and its participating agencies.

# RFP #21.1 - Pricing Schedule Intro \*Please note this surreadsheet has multiple workhooks/table

<b>Instructions.</b> Compl. Specifications. Additi	<b>Instructions</b> . Complete the following schedule for all sound amplification products and accessories. The form should be completed by the standards listed in the Technical Specifications. Additional rows may be added. Please note this is a <b>required form</b> .	all sound amplific se note this is a <b>r</b>	ation products an <b>equired form</b> .	d accessories. Th	ie form should	oe completed by the stand	lards listed in	the Tech	nical
Responding Company's Name:	ny's Name:							REQUI	REQUIRED FORM
Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Notes	Catalog List Price (MSRP)	Percent Discount	Net Price To Member
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1 - Pricing \*Please note this workbook has multiple tabs.

### 1 - Pricing Schedule

Pr Services Description Description Beson in total at a label ow if your company offers Company's Name: Company's Name: Description Company's Name: Company's
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2 - Services Price Schedule \*Please note this workbook has multiple tabs.

2 - Services

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

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

### **Responding Company's Name:**

**OPTIONAL FORM** 

Dollar Amount From	Dollar Amount To	Catalog / Droduct	Additional Discount Offered
		aanna × /Garman	



### **Vendor Forms & Signatures** RFP #21.1 – Sound Amplification 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.

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To submit the <u>required forms</u>, 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 <u>single PDF format</u> 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. <u>Uniform Guidance "EDGAR" Certification Form</u>
- 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. 5
Addendum No. 2	Addendum No. 6
Addendum No. 3	Addendum No. 7
Addendum No. 4	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

### **Contract Offer & Award**

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

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### 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 <u>www.wdol.gov</u>. 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 CFRR 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 <u>initialing the table</u> (1-12) and <u>signing below</u> , I certify that the complete and accurate and that I am authorized by my business 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 (<u>www.publicpurchase.com</u>). 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:

Χ	Document Title	How to be Submitted
	Performance Bond of \$2,500 (Copy)	Submit as PDF
	Pricing Schedule – Name of Company	Submit as an Excel document
	Vendor Questionnaire – Name of Company	Submit as a Word document
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. * <i>Signatures Required</i>
	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
	Certificate of Insurance – Name of Company	Submit as PDF
	Additional Information – as required • Business Type Certificate, if applicable	Submit as PDF

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

Authorized Signature

Printed Name/Title

Date

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### Questions for Bid RFP #21.1 - Sound Amplification Solutions

Question #1	
Pg 9, C.2. States an "electronic catalog for order entry" must be provided. Can you clarify what is meant? E.g. an electronic copy of a catalog, such as a PDF that could be posted; or an online system that allows customers to enter in orders; or something else? <b>Answers</b>	Apr 22, 2020 1:50:16 PM CDT By: Lightspeed Technologies, Inc Lightspeed
At a minimum, the pricing schedule submitted with a response shall qualify a Vendor for this requirement. However, if the contract is found suitable for online ordering, CPC will require that the Vendor follow protocol for the Express Online Marketplace. Express provides a shopping experience for agencies to shop amongst solicited contracts and complete the purchasing process.	Apr 23, 2020 8:09:51 AM CDT By: Itruax
Archive	
Answer	
Quartice #2	
Question #2	
This contract makes several references to "participating agency." A review of the applicable MN Statues is unclear on defining that terms for this contract. Is it solely the agencies on your membership list?	Apr 24, 2020 10:10:43 AM CDT By: Lightspeed Technologies, Inc Lightspeed
Answers	
Per the General Terms and Conditions, 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.	Apr 24, 2020 11:16:56 AM CDT By: ltruax
Answer Reject	
Question #3	66 🗄
P 3, Bid Bond: Can we provide a cashier's check for \$2500 with our submittal instead of a bid bond in that amount?	Apr 30, 2020 4:02:55 PM CDT By: Lightspeed Technologies, Inc Lightspeed
Answers	
No, certified checks typically have a 90-day expiration. Surety bonds are good for the contract term and can be renewed for the duration of the solicitation (i.e. 4 years). CPC needs to retain a surety bond for the duration of the contract.	May 1, 2020 8:17:35 AM CDT By: ltruax

Archive

Reject

\_\_\_\_\_

Answer

Question #4

Subcontractor Utilization Form: Can we add<br/>subcontractors after the start of the contract?Apr 30, 2020 4:52:03 PM CDT<br/>By: Lightspeed Technologies, Inc. - Lightspeed

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May 1, 2020 8:09:35 AM CDT By: ltruax
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May 4, 2020 10:59:55 AM CDT By: Lightspeed Technologies, Inc Lightspee
May 4, 2020 11:06:50 AM CDT By: ltruax
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May 4, 2020 12:56:20 PM CDT By: Lightspeed Technologies, Inc Lightspee
s May 4, 2020 2:27:17 PM CDT By: Itruax
60
May 8, 2020 8:22:53 AM CDT By: Cooperative Purchasing Connection - Itrua
May 9, 2020 9:22:15 AM CDT
May 8, 2020 8:23:15 AM CDT By: ltruax

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2020 © | The Public Group, LLC. All rights reserved.

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Lisa M Truax:

Bid "RFP #21.1 - Sound Amplification Solutions" Status: Release Successful on Apr 20, 2020 8:04:32 AM MDT

You can check the released bid by going to the following address: http://www.publicpurchase.com/gems/bid/bidView?bidId=127368

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

Thank you for using Public Purchase.

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### Public | Purchase

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### **Bid RFP #21.1 - Sound Amplification Solutions Addendum #1 - Addendum**

Information Deleted: Deleted

Information Added: Added

Bid Type **RFP** 

Bid Number 21.1

Title Sound Amplification Solutions

Start Date Apr 20, 2020 9:04:32 AM CDT

End Date May 20, 2020 10:00:00 AM CDT

Agency Cooperative Purchasing Connection

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

### Description

CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to provide optimal sound amplification solutions, including installation, to suit participating agencies, at consortium level discounted pricing. Participation 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 specific product categories or manufacturer categories.

### Pre-Bid Conference

Date: Location: Notes:	May 45, 2020 11:00:00 AM CDT 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. <b>To</b> <b>attend the conference call,</b> <b>visit https://us02web.zoom.us/j/<del>747737360</del>87943907186? pwd=M2Qva1F3cER2WTVmaTR5NVptNDJYdz09.</b>
	<ol> <li>Dial-in Number: + 312 626 6799</li> <li>Meeting ID: 747 737 360 879 4390 7186</li> <li>Password: 3YcDy3</li> </ol>
No	No Attachments

No <u>No Att</u> Attachments

Documents		
Name F	Posting Date	Acceptance
B-RFP #21.1 Sound Amplification Solution	Apr 17, 2020 10:56:09 AM CDT	Yes
🖄 RFP #21.1 - General Terms and Conditic	Apr 17, 2020 10:56:14 AM CDT	Yes
RFP #21.1 - Vendor Questionnaire.docx	Apr 17, 2020 10:56:22 AM CDT	Yes
RFP #21.1 - Pricing Schedule.xlsx	Apr 17, 2020 10:56:27 AM CDT	Yes
🖄 RFP #21.1 - Vendor Forms & Signatures	Apr 17, 2020 10:56:35 AM CDT	Yes
RFP #21.1 - Sound Amplification Solution	May 4, 2020 11:17:00 AM CDT	Yes

Name	Posting Date	Acceptance

Return to Bid

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Lisa M Truax:

Bid "RFP #21.1 - Sound Amplification Solutions" Status: Release Successful on Apr 20, 2020 8:04:32 AM MDT

You can check the released bid by going to the following address: http://www.publicpurchase.com/gems/bid/bidView?bidId=127368

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

Thank you for using Public Purchase.

MK= 7Zg2TLweb4lX9PuGvuHUOQ==

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### **Bid RFP #21.1 - Sound Amplification Solutions Addendum #2 - Addendum**

Information Deleted: Deleted

Information Added: Added

Bid Type RFP

Bid Number 21.1

Title Sound Amplification Solutions

Start Date Apr 20, 2020 9:04:32 AM CDT

End Date May 20, 2020 10:00:00 AM CDT

Agency Cooperative Purchasing Connection

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

### Description

CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to provide optimal sound amplification solutions, including installation, to suit participating agencies, at consortium level discounted pricing. Participation 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 specific product categories or manufacturer categories.

<b>Pre-Bid Conference</b>	
---------------------------	--

Date: Location: Notes:	May 5, 2020 11:00:00 AM CDT 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. <b>To</b> <b>attend the conference call,</b> <b>visit https://us02web.zoom.us/j/87943907186?</b> <b>pwd=M2Qva1F3cER2WTVmaTR5NVptNDJYdz09.</b>
	1. Dial-in Number: + 312 626 6799 2. Meeting ID: 879 4390 7186 3. Password: 3YcDy3
No	No Attachments

Attachments

Name	Posting Date	Acceptance
RFP #21.1 - General Terms and Conditic	Apr 17, 2020 10:56:14 AM CDT	Yes
RFP #21.1 - Vendor Questionnaire.docx	Apr 17, 2020 10:56:22 AM CDT	Yes
RFP #21.1 - Pricing Schedule.xlsx	Apr 17, 2020 10:56:27 AM CDT	Yes
AFP #21.1 - Vendor Forms & Signatures	<del>Apr 17</del> May 4, 2020 <del>10</del> 11: <del>56</del> 17: <del>35-</del> 00	Yes
A RFP #21.1 - Sound Amplification Solutio	May 4, 2020 <del>11</del> 2: <del>17</del> 27: <del>00 AM</del> -45 PM C	Yes

Return to Bid

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Lisa M Truax:

Bid "RFP #21.1 - Sound Amplification Solutions" Status: Release Successful on Apr 20, 2020 8:04:32 AM MDT

You can check the released bid by going to the following address: http://www.publicpurchase.com/gems/bid/bidView?bidId=127368

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

Thank you for using Public Purchase.

MK= lHkQleqQjNM31SIKMOLC+Q==

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### **Bid RFP #21.1 - Sound Amplification Solutions Addendum #3 - Addendum**

Information Deleted: Deleted

Information Added: Added

Bid Type RFP

Bid Number 21.1

Title Sound Amplification Solutions

Start Date Apr 20, 2020 9:04:32 AM CDT

End Date May 20, 2020 10:00:00 AM CDT

Agency Cooperative Purchasing Connection

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

### Description

CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to provide optimal sound amplification solutions, including installation, to suit participating agencies, at consortium level discounted pricing. Participation 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 specific product categories or manufacturer categories.

### Pre-Bid Conference

Date: Location: Notes:	May 5, 2020 11:00:00 AM CDT 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. <b>To</b> <b>attend the conference call,</b> <b>visit https://us02web.zoom.us/j/87943907186?</b> <b>pwd=M2Qva1F3cER2WTVmaTR5NVptNDJYdz09.</b>
	<ol> <li>Dial-in Number: + 312 626 6799</li> <li>Meeting ID: 879 4390 7186</li> <li>Password: 3YcDy3</li> </ol>
No	No Attachments

Attachments

Documents		
Name	Posting Date	Acceptance
🖄 RFP #21.1 - General Terms and Conditic	Apr 17, 2020 10:56:14 AM CDT	Yes
RFP #21.1 - Vendor Questionnaire.docx	Apr 17, 2020 10:56:22 AM CDT	Yes
RFP #21.1 - Pricing Schedule.xlsx	Apr 17, 2020 10:56:27 AM CDT	Yes
BFP #21.1 - Sound Amplification Solutio	May <del>4</del> 8, 2020 <del>11</del> 8: <del>17</del> 32: <del>00-</del> 24 AM CDT	Yes
BRFP #21.1 - Vendor Forms & Signatures	May <del>4</del> 8, 2020 <del>2</del> 8: <del>27</del> 32: <del>45 PM-</del> 42 AM C	Yes

Return to Bid

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Lisa M Truax:

The bid RFP #21.1 - Sound Amplification Solutions has closed on May 20, 2020 9:00:00 AM MDT

To see more details on this bid go to

http://www.publicpurchase.com/gems/bid/bidView?bidId=127368

Thank you for using Public Purchase.

MK= wWgGLHFS9eexrVDpYTyk+g==

### **Notifications Report**

Agency	<b>Cooperative Purchasing Connection</b>
Bid Number	127368
Bid Title	Sound Amplification Solutions

Vendor Name	State	Invitation	Date	Email	Reason
ACE Educational Supplies	FL	Classification	2020-04-20 08:20:08	bids@ACEeducational.com	Bid Notification
Adorama, Inc.	NY	Classification	2020-04-20 08:20:08	biddept@adorama.com	Bid Notification
Advantage Imaging Supply, Inc	CA	Classification	2020-04-20 08:20:08	jamesr@aisink.com	Bid Notification
Affinitech Inc	MN	Classification	2020-04-20 08:20:08	online@affinitechinc.com	Bid Notification
Affinitech Inc	MN	Classification	2020-04-23 07:09:51	online@affinitechinc.com	Bid Answer
Affinitech Inc	MN	Classification	2020-04-24 10:16:56	online@affinitechinc.com	Bid Answer
Affinitech Inc	MN	Classification	2020-05-01 07:09:35	online@affinitechinc.com	Bid Answer
Affinitech Inc	MN	Classification	2020-05-01 07:17:35	online@affinitechinc.com	Bid Answer
Affinitech Inc	MN	Classification	2020-05-04 10:06:51	online@affinitechinc.com	Bid Answer
Affinitech Inc	MN	Classification	2020-05-04 10:36:00	online@affinitechinc.com	Addendum Notification
Affinitech Inc	MN	Classification	2020-05-04 13:27:18	online@affinitechinc.com	Bid Answer
Affinitech Inc	MN	Classification	2020-05-04 13:43:00	online@affinitechinc.com	Addendum Notification
Affinitech Inc	MN	Classification	2020-05-08 07:23:15	online@affinitechinc.com	Bid Answer
Affinitech Inc	MN	Classification	2020-05-08 07:50:00	online@affinitechinc.com	Addendum Notification
AGiRepair/AGParts Education	PA	Classification	2020-04-20 08:20:08	alaina@agirepair.com	Bid Notification
(AssetGenie, Inc.)					
Alamo Music Center, Inc.	TX	Classification	2020-04-30 06:43:44	gsa@alamomusic.com	Bid Notification
Alamo Music Center, Inc.	TX	Classification	2020-05-01 07:09:35	gsa@alamomusic.com	Bid Answer
Alamo Music Center, Inc.	TX	Classification	2020-05-01 07:17:35	gsa@alamomusic.com	Bid Answer
Alamo Music Center, Inc.	TX	Classification	2020-05-04 10:06:51	gsa@alamomusic.com	Bid Answer
Alamo Music Center, Inc.	TX	Classification	2020-05-04 10:36:00	gsa@alamomusic.com	Addendum Notification
Alamo Music Center, Inc.	TX	Classification	2020-05-04 13:27:18	gsa@alamomusic.com	Bid Answer
Alamo Music Center, Inc.	TX	Classification	2020-05-04 13:43:00	gsa@alamomusic.com	Addendum Notification
Alamo Music Center, Inc.	TX	Classification	2020-05-08 07:23:15	gsa@alamomusic.com	Bid Answer
Alamo Music Center. Inc.	TX	Classification	2020-05-08 07:50:00	gsa@alamomusic.com	Addendum Notification
AmericanCommoditiesawob Inc.	CA	Classification	2020-04-20 08:20:08	tonyduhig@yahoo.com	Bid Notification
				y 0-y	
Andrea Communications LLC	NY	Classification	2020-04-20 08:20:08	cgarafola@andreacommunications.com	Bid Notification
ASI Associates	MI	Classification	2020-04-20 08:20:08	collin@arborsci.com	Bid Notification
Audio Enhancement	UT	Classification	2020-04-20 08:20:08	stacey.lignell@audioenhancement.com	Bid Notification
Audio Enhancement	UT	Classification	2020-04-23 07:09:51	stacey.lignell@audioenhancement.com	Bid Answer
Audio Enhancement	UT	Classification	2020-04-24 10:16:56	stacey.lignell@audioenhancement.com	Bid Answer
Audio Enhancement	UT	Classification	2020-05-01 07:09:35	stacey.lignell@audioenhancement.com	Bid Answer
Audio Enhancement	UT	Classification	2020-05-01 07:17:35	stacey.lignell@audioenhancement.com	Bid Answer
Audio Enhancement	UT	Classification	2020-05-04 10:06:51	stacey.lignell@audioenhancement.com	Bid Answer
Audio Enhancement	UT	Classification	2020-05-04 10:36:00	stacey.lignell@audioenhancement.com	Addendum Notification
Audio Enhancement	UT	Classification	2020-05-04 13:27:18	stacey.lignell@audioenhancement.com	Bid Answer
Audio Enhancement	UT	Classification	2020-05-04 13:43:00	stacey.lignell@audioenhancement.com	Addendum Notification
Audio Enhancement	UT	Classification	2020-05-08 07:23:15	stacey.lignell@audioenhancement.com	Bid Answer
Audio Enhancement	UT	Classification	2020-05-08 07:50:00	stacey.lignell@audioenhancement.com	Addendum Notification
Audio Resource Group	ND	Classification	2020-04-20 08:20:08	vendor-reg@argaudio.com	Bid Notification
Audio Resource Group	ND	Classification	2020-04-23 07:09:51	vendor-reg@argaudio.com	Bid Answer
Audio Resource Group	ND	Classification	2020-04-24 10:16:56	vendor-reg@argaudio.com	Bid Answer
Audio Resource Group	ND	Classification	2020-05-01 07:09:35	vendor-reg@argaudio.com	Bid Answer
Audio Resource Group	ND	Classification	2020-05-01 07:17:35	vendor-reg@argaudio.com	Bid Answer
Audio Resource Group	ND	Classification	2020-05-04 10:06:51	vendor-reg@argaudio.com	Bid Answer
Audio Resource Group	ND	Classification	2020-05-04 10:36:00	vendor-reg@argaudio.com	Addendum Notification
Audio Resource Group	ND	Classification	2020-05-04 13:27:18	vendor-reg@argaudio.com	Bid Answer
Audio Resource Group	ND	Classification	2020-05-04 13:27:18	vendor-reg@argaudio.com	Addendum Notification
Audio Resource Group	ND	Classification	2020-05-04 13:43:00	vendor-reg@argaudio.com	Bid Answer
Audio Resource Group	ND	Classification	2020-05-08 07:50:00	vendor-reg@argaudio.com	Addendum Notification
AUDIO VISUAL AIDS CORP	TX	Classification	2020-03-00 07:50:00	avacorp@audiovisualaids.com	Bid Notification
Audio Visual Innovations, Inc	FL	Self Invited	2020-04-23 07:09:51	bids@avispl.com	Bid Answer
Audio Visual Innovations, Inc	FL	Self Invited	2020-04-24 10:16:56	bids@avispl.com	Bid Answer
Audio Visual Innovations, Inc	FL	Self Invited	2020-05-01 07:09:35	bids@avispl.com	Bid Answer
Audio Visual Innovations, Inc	FL	Self Invited	2020-05-01 07:09:35	bids@avispl.com	Bid Answer
Audio Visual Innovations, Inc	FL	Self Invited	2020-05-04 10:06:51	bids@avispl.com	Bid Answer
Audio Visual Innovations, Inc	FL	Self Invited	2020-05-04 10:36:00	bids@avispl.com	Addendum Notification
Audio Visual Innovations, Inc	FL	Self Invited	2020-05-04 10:30:00	bids@avispl.com	Bid Answer
Audio Visual Innovations, Inc	FL	Self Invited	2020-05-04 13:27:18	bids@avispl.com	Addendum Notification
many visual minuvations, fill	FL	Self Invited	2020-03-04 13:43:00	bids@avispl.com	Bid Answer
			12020-03-00 07.23.13	Dias@avispi.com	DIU MIISWEI
Audio Visual Innovations, Inc	+				Addendum Notification
	FL FL TX	Self Invited Classification	2020-05-08 07:50:00 2020-04-20 08:20:08	bids@avispl.com sales@avesav.com	Addendum Notification Bid Notification

D. Q. U. Fata Q. Flastmanias Com	NIX	Classification	2020 04 20 00 20 00	dhida@hhahataaidaa aan	Did Natification
B & H Foto & Electronics Corp. B & H Foto & Electronics Corp.	NY NY	Classification Classification	2020-04-20 08:20:08 2020-05-01 07:09:35	govedbids@bhphotovideo.com govedbids@bhphotovideo.com	Bid Notification Bid Answer
B & H Foto & Electronics Corp.	NY	Classification	2020-05-01 07:09:35	govedbids@bhphotovideo.com	Bid Answer
B & H Foto & Electronics Corp.	NY	Classification	2020-05-04 10:06:51	govedbids@bhphotovideo.com	Bid Answer
B & H Foto & Electronics Corp.	NY	Classification	2020-05-04 10:36:00	govedbids@bhphotovideo.com	Addendum Notification
B & H Foto & Electronics Corp.	NY	Classification	2020-05-04 13:27:18	govedbids@bhphotovideo.com	Bid Answer
B & H Foto & Electronics Corp.	NY	Classification	2020-05-04 13:43:00	govedbids@bhphotovideo.com	Addendum Notification
B & H Foto & Electronics Corp.	NY	Classification	2020-05-08 07:23:15	govedbids@bhphotovideo.com	Bid Answer
B & H Foto & Electronics Corp.	NY	Classification	2020-05-08 07:50:00	govedbids@bhphotovideo.com	Addendum Notification
Best Buy For Business	MN	Classification	2020-04-20 08:20:08	brian.quinlan2@bestbuy.com	Bid Notification
Best Buy Stores, L.P.	MN	Classification	2020-04-20 08:20:08	bbfbcontracts@bestbuy.com	Bid Notification
Best Buy Stores, LP.	MN	Classification	2020-04-20 08:20:08	govbids@bestbuy.com	Bid Notification
Beyond Play LLC	CA	Classification	2020-04-20 08:20:08	custserv@beyondplay.com	Bid Notification
C&H Government	WI	Classification	2020-04-20 08:20:08	smakovec@chdist.com	Bid Notification
C.A.T. llc How Reading Works	MN	Classification	2020-04-20 08:20:08	lizzie@howreadingworks.com	Bid Notification
Cadan Computers	MN	Classification	2020-04-20 08:20:08	sales@cadan.com	Bid Notification
Cardinal Electronics, Inc.	IL	Classification	2020-04-20 08:20:08	bob@cardinalelec.com	Bid Notification
Carolina Biological Supply	NC	Classification	2020-04-20 08:20:08	quotations@carolina.com	Bid Notification
CJIS GROUP LLC	FL	Classification	2020-04-20 08:20:08	Kristina@cjisgroup.com	Bid Notification
CIIS GROUP LLC	FL	Classification	2020-05-07 11:21:19	region1@cjisgroup.com	Bid Notification
Coast to Coast Computer	CA	Classification	2020-04-20 08:20:08	rfeller@coastcoast.com	Bid Notification
Products	-				
Compulocks Brand, Inc.	ТХ	Classification	2020-04-20 08:20:08	chad@compulocks.com	Bid Notification
CompView	MN	Classification	2020-04-20 08:20:08	dfoley@compview.com	Bid Notification
CONSTRUCTIVE PLAYTHINGS	MO	Classification	2020-04-20 08:20:08	bids@constructiveplaythings.com	Bid Notification
Daktronics, Inc.	SD	Classification	2020-04-20 08:20:08	constructionmarketing.group@daktronics	
	02	Glubbilleution		.com	
DMB Academics	IL	Classification	2020-04-20 08:20:08	diane@dmbacademics.com	Bid Notification
DREAMBOX LEARNING INC	WA	Classification	2020-04-23 14:49:33	bids@dreambox.com	Bid Notification
DrumFIT USA Corporation	TX	Classification	2020-04-20 08:20:08	rfp@drum.fit	Bid Notification
East West Discovery Press	CA	Classification	2020-04-20 08:20:08	icy@eastwestdiscovery.com	Bid Notification
Education Supply Network, Inc,	MD	Classification	2020-04-20 08:20:08	ceo@education-supply.net	Bid Notification
Encore Data Products, Inc.	CO	Classification	2020-04-20 08:20:08	sales@encoredataproducts.com	Bid Notification
End 2 End Technologies LLC	MN	Classification	2020-04-20 08:20:08	kayla.heideman@gmail.com	Bid Notification
ETA hand2mind	IL	Classification	2020-04-20 08:20:08	cvanco@hand2mind.com	Bid Notification
Faith Technologies, Inc.	WI	Classification	2020-04-20 08:20:08	jeremiah.boughton@faithtechnologies.co	Bid Notification
r utur r connorogies, mei		Glussification	2020 01 20 00.20.00	m	bla Rouncation
Fat Brain Holdings	NE	Classification	2020-04-20 08:20:08	becky@fatbraintoys.com	Bid Notification
Fat Brain Toys	NE	Classification	2020-04-20 08:20:08	justin@fatbraintoyco.com	Bid Notification
Follett School Solutions, Inc.	IL	Classification	2020-04-20 08:20:08	fssbidadmin@follett.com	Bid Notification
Fomcore, LLC	MI	Classification	2020-04-20 08:20:08	fomcore@ironfurnace.com	Bid Notification
GLOBAL DISCOUNT	IL	Classification	2020-04-20 08:20:08	jade@globaldiscountconnection.com	Bid Notification
CONNECTION					
Gravbar	MN	Classification	2020-04-20 08:20:08	Peter.Hynes@Graybar.com	Bid Notification
Grouse Industries	NC	Classification	2020-04-20 08:20:08	kelseyhicks@1firefold.com	Bid Notification
Intelligent Technology Solutions	TX	Classification	2020-04-20 08:20:08	rahmadi@its-itsm.com	Bid Notification
ITsavvy, LLC	IL	Classification	2020-04-20 08:20:08	bfront@itsavvy.com	Bid Notification
Janelle Publications	IL	Classification	2020-04-20 08:20:08	info@janellepublications.com	Bid Notification
Jonti-Craft	MN	Classification	2020-04-20 08:20:08	bids@jonti-craft.com	Bid Notification
K-Log Inc	IL	Classification	2020-04-20 08:20:08	ebid@k-log.com	Bid Notification
LAKESHORE EQUIPMENT	CA	Classification	2020-04-20 08:20:08	BIDDEPT@LAKESHORELEARNING.COM	Bid Notification
COMPANY DBA LAKESHORE	011	Glubbilleution			
LEARNING MATERIALS					
Lectorum Publications, Inc.	NJ	Classification	2020-04-20 08:20:08	arodriguez@lectorum.com	Bid Notification
Lerner Publishing Group	MN	Classification	2020-04-20 08:20:08	brichason@lernerbooks.com	Bid Notification
Lifeline Audio Video	WI	Classification	2020-04-20 08:20:08	don@lifelineav.com	Bid Notification
Technologies		Shabonneution			
Lightspeed Technologies, Inc.	OR	Classification	2020-04-20 08:20:08	lsbids@lightspeed-tek.com	Bid Notification
Lightspeed Technologies, Inc.	OR	Classification	2020-04-23 07:09:51	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2020-04-24 10:16:56	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2020-05-01 07:09:35	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	OR	Classification	2020-05-01 07:17:35	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc.	1 * * *	Classification	2020-05-04 10:06:50	lsbids@lightspeed-tek.com	Bid Answer
	OR		0.000000		Addendum Notification
	OR OR		2020-05-04 10.36.00	llshids@lightsneed-tek.com	
Lightspeed Technologies, Inc.	OR	Classification	2020-05-04 10:36:00	lsbids@lightspeed-tek.com lsbids@lightspeed-tek.com	
Lightspeed Technologies, Inc. Lightspeed Technologies, Inc.	OR OR	Classification Classification	2020-05-04 13:27:17	lsbids@lightspeed-tek.com	Bid Answer
Lightspeed Technologies, Inc. Lightspeed Technologies, Inc. Lightspeed Technologies, Inc.	OR OR OR	Classification Classification Classification	2020-05-04 13:27:17 2020-05-04 13:43:00	lsbids@lightspeed-tek.com lsbids@lightspeed-tek.com	Bid Answer Addendum Notification
Lightspeed Technologies, Inc. Lightspeed Technologies, Inc. Lightspeed Technologies, Inc. Lightspeed Technologies, Inc.	OR OR OR OR	Classification Classification Classification Classification	2020-05-04 13:27:17 2020-05-04 13:43:00 2020-05-08 07:23:15	lsbids@lightspeed-tek.com lsbids@lightspeed-tek.com lsbids@lightspeed-tek.com	Bid Answer Addendum Notification Bid Answer
Lightspeed Technologies, Inc. Lightspeed Technologies, Inc. Lightspeed Technologies, Inc. Lightspeed Technologies, Inc. Lightspeed Technologies, Inc.	OR OR OR OR OR	Classification Classification Classification Classification Classification	2020-05-04 13:27:17 2020-05-04 13:43:00 2020-05-08 07:23:15 2020-05-08 07:50:00	lsbids@lightspeed-tek.com lsbids@lightspeed-tek.com lsbids@lightspeed-tek.com lsbids@lightspeed-tek.com	Bid Answer Addendum Notification Bid Answer Addendum Notification
Lightspeed Technologies, Inc. Lightspeed Technologies, Inc. Lightspeed Technologies, Inc. Lightspeed Technologies, Inc.	OR OR OR OR	Classification Classification Classification Classification	2020-05-04 13:27:17 2020-05-04 13:43:00 2020-05-08 07:23:15	lsbids@lightspeed-tek.com lsbids@lightspeed-tek.com lsbids@lightspeed-tek.com	Bid Answer Addendum Notification Bid Answer

LIGHTSPEED TECHNOLOGIES,	MN	Self Invited	2020-05-01 07:17:35	KEN.ENGSTROM@LIGHTSPEED-	Bid Answer
INCMN, ND, SD LIGHTSPEED TECHNOLOGIES,	MN	Self Invited	2020-05-04 10:06:51	TEK.COM KEN.ENGSTROM@LIGHTSPEED-	Bid Answer
INCMN, ND, SD	14114	Sen mviteu	2020-05-04 10.00.51	TEK.COM	Did Allswei
LIGHTSPEED TECHNOLOGIES, INCMN, ND, SD	MN	Self Invited	2020-05-04 10:36:00	KEN.ENGSTROM@LIGHTSPEED- TEK.COM	Addendum Notification
LIGHTSPEED TECHNOLOGIES, INCMN, ND, SD	MN	Self Invited	2020-05-04 13:27:18	KEN.ENGSTROM@LIGHTSPEED- TEK.COM	Bid Answer
LIGHTSPEED TECHNOLOGIES, INCMN, ND, SD	MN	Self Invited	2020-05-04 13:43:00	KEN.ENGSTROM@LIGHTSPEED- TEK.COM	Addendum Notification
LIGHTSPEED TECHNOLOGIES, INCMN, ND, SD	MN	Self Invited	2020-05-08 07:23:15	KEN.ENGSTROM@LIGHTSPEED- TEK.COM	Bid Answer
LIGHTSPEED TECHNOLOGIES, INCMN, ND, SD	MN	Self Invited	2020-05-08 07:50:00	KEN.ENGSTROM@LIGHTSPEED- TEK.COM	Addendum Notification
Low Voltage Integrators LLC	WY	Classification	2020-04-20 08:20:08	adrian@lvillc.net	Bid Notification
M&A Technology	TX	Classification	2020-04-20 08:20:08	dcooper@macomp.com	Bid Notification
Marco Technologies, LLC	MN	Classification	2020-04-20 08:20:08	terri.brakke@marconet.com	Bid Notification
Marco Technologies, LLC	MN	Classification	2020-05-01 07:09:35	terri.brakke@marconet.com	Bid Answer
Marco Technologies, LLC	MN	Classification	2020-05-01 07:17:35	terri.brakke@marconet.com	Bid Answer
Marco Technologies, LLC	MN MN	Classification	2020-05-04 10:06:51	terri.brakke@marconet.com	Bid Answer
Marco Technologies, LLC Marco Technologies, LLC	MN	Classification Classification	2020-05-04 10:36:00 2020-05-04 13:27:18	terri.brakke@marconet.com terri.brakke@marconet.com	Addendum Notification Bid Answer
Marco Technologies, LLC	MN	Classification	2020-05-04 13:27:18	terri.brakke@marconet.com	Addendum Notification
Marco Technologies, LLC	MN	Classification	2020-05-08 07:23:15	terri.brakke@marconet.com	Bid Answer
Marco Technologies, LLC	MN	Classification	2020-05-08 07:50:00	terri.brakke@marconet.com	Addendum Notification
MATHRACK INC.	WI	Classification	2020-04-20 08:20:08	MATHRACK@COMCAST.NET	Bid Notification
MaxiAids, Inc.	NY	Classification	2020-04-20 08:20:08	bids@maxiaids.com	Bid Notification
MCD Solutions Inc.	MN	Classification	2020-04-20 08:20:08	jlee@mcdsolutions.biz	Bid Notification
Mechdyne corp	IA	Classification	2020-04-20 08:20:08	ian.hamilton@mechdyne.com	Bid Notification
Midwest Sound and Lighting, Inc.	NE	Classification	2020-04-20 08:20:08	chriss@mwsound.com	Bid Notification
Nasco	WI	Classification	2020-04-20 08:20:08	quotes@enasco.com	Bid Notification
Nasco Education LlC	WI	Classification	2020-04-20 08:20:08	quotes@enasco.com	Bid Notification
National Educational Systems, Inc	TX	Classification	2020-04-20 08:20:08	customerservice@shopnes.com	Bid Notification
NATIONAL SCHOOL PRODUCTS (JOHN C NOWELL)	TN	Classification	2020-04-20 08:20:08	amye@NATIONALSCHOOLPRODUCTS.CO M	Bid Notification
Newline Interactive	ТХ	Classification	2020-04-20 08:20:08	agorzela@newline-interactive.com	Bid Notification
Nobelus	TN	Classification	2020-04-20 08:20:08	clayt.holt@nobelus.com	Bid Notification
North America Procurement Council	СО	Self Invited	2020-04-23 07:09:51	sourcemanagement@napc.me	Bid Answer
North America Procurement Council	CO	Self Invited	2020-04-24 10:16:56	sourcemanagement@napc.me	Bid Answer
North America Procurement Council	CO	Self Invited	2020-05-01 07:09:35	sourcemanagement@napc.me	Bid Answer
North America Procurement Council	CO	Self Invited	2020-05-01 07:17:35	sourcemanagement@napc.me	Bid Answer
North America Procurement Council	CO	Self Invited	2020-05-04 10:06:51	sourcemanagement@napc.me	Bid Answer
North America Procurement Council	CO	Self Invited	2020-05-04 10:36:00	sourcemanagement@napc.me	Addendum Notification
North America Procurement Council	CO	Self Invited	2020-05-04 13:27:18	sourcemanagement@napc.me	Bid Answer
North America Procurement Council	СО	Self Invited	2020-05-04 13:43:00	sourcemanagement@napc.me	Addendum Notification
North America Procurement Council	СО	Self Invited	2020-05-08 07:23:15	sourcemanagement@napc.me	Bid Answer
North America Procurement Council	СО	Self Invited	2020-05-08 07:50:00	sourcemanagement@napc.me	Addendum Notification
NOVEL ELECTRONIC DESIGNS, INC	IL	Classification	2020-04-20 08:20:08	durwin@BuzzerSystems.com	Bid Notification
Onvia	WA	Self Invited	2020-04-23 07:09:51	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2020-04-24 10:16:56	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2020-05-01 07:09:35	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2020-05-01 07:17:35	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2020-05-04 10:06:51	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2020-05-04 10:36:00	sourcemanagement2@onvia.com	Addendum Notification
Onvia	WA	Self Invited	2020-05-04 13:27:18	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2020-05-04 13:43:00	sourcemanagement2@onvia.com	Addendum Notification
Onvia	WA	Self Invited	2020-05-08 07:23:15	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2020-05-08 07:50:00	sourcemanagement2@onvia.com	Addendum Notification

ORIGO Education, Inc	MO	Classification	2020-04-20 08:20:08	adoption@origomath.com	Bid Notification
Pacific OneSource	CA	Classification	2020-04-20 08:20:08	matt.jenkins@schooltechsupply.com	Bid Notification
Pala Supply Company, Inc	TX	Classification	2020-04-20 08:20:08	larryjost@sbcglobal.net	Bid Notification
PCMG, Inc.	VA	Classification	2020-04-20 08:20:08	sledbids@pcmg.com	Bid Notification
PCMG, Inc. DBA Global GovEd	ОН	Classification	2020-04-20 08:20:08	penny.musser@pcmg.com	Bid Notification
Pitsco, Inc	KS	Classification	2020-04-20 08:20:08	awatson@pitsco.com	Bid Notification
Pocket Full of Therapy	NJ	Classification	2020-04-20 08:20:08	orders@pfot.com	Bid Notification
Primary Concepts	CA	Classification	2020-04-20 08:20:08	teresa@primaryconcepts.com	Bid Notification
Prime Educational Products, LLC	OH	Classification	2020-04-20 08:20:08	info@geyerinstructional.com	Bid Notification
PRO SOUND, INC	FL	Classification	2020-04-20 08:20:08	Jevans@prosound.net	Bid Notification
Pro Sound, Inc dba, Pro Sound	FL	Classification	2020-04-20 08:20:08	rhill@prosound.net	Bid Notification
& Video	DI.	<u>a</u>	2020 04 20 00 20 00		DI INI COLO
Pyramid Paper Company REALLY GOOD STUFF	FL CT	Classification	2020-04-20 08:20:08	biddept@pyramidsp.com	Bid Notification
Refurble		Classification	2020-04-20 08:20:08	bidsupport@reallygoodstuff.com mike@refurble.com	Bid Notification Bid Notification
	IL	Classification	2020-04-20 08:20:08	-	Bid Notification
Renaissance Learning, Inc. Royal Media Network	WI MD	Classification Classification	2020-04-20 08:20:08 2020-04-20 08:20:08	askproposals@renaissance.com jojo@royalimagingsolutions.com,eddie@r	Bid Notification
Royal Media Netwol K	MD	Classification	2020-04-20 08.20.08	oyalimagingsolutions.com,kristofferson@ royalimagingsolutions.com,Ristofferson@ royalimagingsolutions.com,PIA@ROYALI MAGINGSOLUTIONS.COM,Evado@royali magingsolutions.com,christian.a@royalima gingsolutions.com,regielynne@royalima gingsolutions.com,john.rick@royalimagings olutions.com	Bid Notification
Royal Media Network Inc.	MD	Classification	2020-04-20 08:20:08	lorence@royalimagingsolutions.com	Bid Notification
Saddleback Educational	CA	Classification	2020-04-20 08:20:08	bids@sdlback.com	Bid Notification
Publishing				_	
SAFETY SUPPLY INC	ТΧ	Classification	2020-04-20 08:20:08	shelley@SAFETYSUPPLYINC.COM	Bid Notification
School Specialty	WI	Classification	2020-04-20 08:20:08	bidnotices@schoolspecialty.com	Bid Notification
School Wholesale Supplies LLC	TN	Self Invited	2020-04-23 07:09:51	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2020-04-24 10:16:56	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2020-05-01 07:09:35	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2020-05-01 07:17:35	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2020-05-04 10:06:51	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2020-05-04 10:36:00	jpdas@eii-usa.com	Addendum Notification
School Wholesale Supplies LLC	TN	Self Invited	2020-05-04 13:27:18	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2020-05-04 13:43:00	jpdas@eii-usa.com	Addendum Notification
School Wholesale Supplies LLC	TN	Self Invited	2020-05-08 07:23:15	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2020-05-08 07:50:00	jpdas@eii-usa.com	Addendum Notification
SmartProcure	FL	Self Invited	2020-04-23 07:09:51	rbjornsson@smartprocure.us	Bid Answer
SmartProcure	FL	Self Invited	2020-04-24 10:16:56	rbjornsson@smartprocure.us	Bid Answer
SmartProcure		Self Invited	2020-05-01 07:09:35	rbjornsson@smartprocure.us	Bid Answer
SmartProcure	FL	Self Invited	2020-05-01 07:17:35	rbjornsson@smartprocure.us	Bid Answer
SmartProcure	FL	Self Invited	2020-05-04 10:06:51	rbjornsson@smartprocure.us	Bid Answer
SmartProcure	FL	Self Invited	2020-05-04 10:36:00	rbjornsson@smartprocure.us	Addendum Notification
SmartProcure	FL	Self Invited	2020-05-04 13:27:18	rbjornsson@smartprocure.us	Bid Answer
SmartProcure	FL	Self Invited	2020-05-04 13:43:00	rbjornsson@smartprocure.us	Addendum Notification
SmartProcure SmartProcure	FL FL	Self Invited Self Invited	2020-05-08 07:23:15 2020-05-08 07:50:00	rbjornsson@smartprocure.us rbjornsson@smartprocure.us	Bid Answer Addendum Notification
SmartProcure Southern Science Supply	FL TX	Classification	2020-05-08 07:50:00	carol@southernsciencesupply.com	Bid Notification
Southern Science Supply SpecialNeedsWare, Inc	NJ	Classification	2020-04-20 08:20:08	jeffstillman@oneder.com	Bid Notification
Standard Supply Electronics	UT	Classification	2020-04-20 08:20:08	mike@ballardsupply.com	Bid Notification
Sticha Brothers LTD	WI	Classification	2020-04-20 08:20:08	george@sosonic.com	Bid Notification
Sunburst Digital	IL	Classification	2020-04-20 08:20:08	bids@sunburst.com	Bid Notification
Sunset Survival & First Aid, Inc.	CA	Classification	2020-04-20 08:20:08	info@sunsetsurvival.com	Bid Notification
Superior Access Solutions	MN	Classification	2020-04-20 08:20:08	govsales@sa-solutions.com	Bid Notification
Sweet Pipes	TX	Classification	2020-04-20 08:20:08	sales@sweetpipes.com	Bid Notification
Technology Edcuation Concepts,	NH	Classification	2020-04-20 08:20:08	sales@tecedu.com	Bid Notification
Inc.					
Teltex, Inc.	MO	Classification	2020-04-20 08:20:08	jeff@teltex.com	Bid Notification
Teltex, Inc.	MO	Classification	2020-04-23 07:09:51	jeff@teltex.com	Bid Answer
Teltex, Inc.	MO	Classification	2020-04-24 10:16:56	jeff@teltex.com	Bid Answer
Teltex, Inc.	MO	Classification	2020-05-01 07:09:35	jeff@teltex.com	Bid Answer
Teltex, Inc.	MO	Classification	2020-05-01 07:17:35	jeff@teltex.com	Bid Answer
I CILCA, IIIC.			2020-05-04 10:06:51	jeff@teltex.com	Bid Answer
Teltex, Inc.	MO	Classification	2020 03 01 10.00.31		
	MO MO	Classification Classification	2020-05-04 10:36:00	jeff@teltex.com	Addendum Notification
Teltex, Inc.					Addendum Notification Bid Answer
Teltex, Inc. Teltex, Inc.	MO	Classification	2020-05-04 10:36:00	jeff@teltex.com	

Tolton Inc	МО	Classification	2020 05 00 07.50.00	ioff@taltay asm	Addandum Natification
Teltex, Inc. The Educational Outback	AK	Classification Classification	2020-05-08 07:50:00 2020-04-20 08:20:08	jeff@teltex.com educationaloutback@yahoo.com	Addendum Notification Bid Notification
The J Paul Company	TX	Classification	2020-04-20 08:20:08	Lindsay@jpaulco.com	Bid Notification
The Library Store, Inc.	IL	Classification	2020-04-20 08:20:08	districtbids@thelibrarystore.com	Bid Notification
Theatrical Media Services, Inc	NE	Classification	2020-04-20 08:20:08	pfranks@tmsomaha.com	Bid Notification
Theatrical Media Services, Inc	NE	Classification	2020-04-23 07:09:51	pfranks@tmsomaha.com	Bid Answer
Theatrical Media Services, Inc	NE	Classification	2020-04-24 10:16:56	pfranks@tmsomaha.com	Bid Answer
Theatrical Media Services, Inc	NE	Classification	2020-05-01 07:09:35	pfranks@tmsomaha.com	Bid Answer
Theatrical Media Services, Inc	NE	Classification	2020-05-01 07:17:35	pfranks@tmsomaha.com	Bid Answer
Theatrical Media Services, Inc	NE	Classification	2020-05-04 10:06:51	pfranks@tmsomaha.com	Bid Answer
Theatrical Media Services, Inc	NE	Classification	2020-05-04 10:36:00	pfranks@tmsomaha.com	Addendum Notification
Theatrical Media Services, Inc	NE	Classification	2020-05-04 13:27:18	pfranks@tmsomaha.com	Bid Answer
Theatrical Media Services, Inc	NE	Classification	2020-05-04 13:43:00	pfranks@tmsomaha.com	Addendum Notification
Theatrical Media Services, Inc	NE	Classification	2020-05-08 07:23:15	pfranks@tmsomaha.com	Bid Answer
Theatrical Media Services, Inc	NE	Classification	2020-05-08 07:50:00	pfranks@tmsomaha.com	Addendum Notification
Therapro, Inc.	MA	Classification	2020-04-20 08:20:08	kcotr@therapro.com	Bid Notification
Tierney Brothers	MN	Classification	2020-04-20 08:20:08	melissaspears@tierneybrothers.com	Bid Notification
Tierney Brothers	MN	Self Invited	2020-04-23 07:09:51	chrisjensen@tierneybrothers.com	Bid Answer
Tierney Brothers	MN	Self Invited	2020-04-24 10:16:56	chrisjensen@tierneybrothers.com	Bid Answer
Tierney Brothers	MN	Self Invited	2020-05-01 07:09:35	chrisjensen@tierneybrothers.com	Bid Answer
Tierney Brothers	MN	Self Invited	2020-05-01 07:17:35	chrisjensen@tierneybrothers.com	Bid Answer
Tierney Brothers	MN	Self Invited	2020-05-04 10:06:51	chrisjensen@tierneybrothers.com	Bid Answer
Tierney Brothers	MN	Self Invited	2020-05-04 10:36:00	chrisjensen@tierneybrothers.com	Addendum Notification
Tierney Brothers	MN	Self Invited	2020-05-04 13:27:18	chrisjensen@tierneybrothers.com	Bid Answer
Tierney Brothers	MN	Self Invited	2020-05-04 13:43:00	chrisjensen@tierneybrothers.com	Addendum Notification
Tierney Brothers	MN	Self Invited	2020-05-08 07:23:15	chrisjensen@tierneybrothers.com	Bid Answer
Tierney Brothers	MN	Self Invited	2020-05-08 07:50:00	chrisjensen@tierneybrothers.com	Addendum Notification
Tierney Brothers Inc.	MN	Classification	2020-04-20 08:20:08	missyjohnson@tierneybrothers.com	Bid Notification
Tierney Brothers Inc.	MN	Classification	2020-04-23 07:09:51	missyjohnson@tierneybrothers.com	Bid Answer
Tierney Brothers Inc.	MN	Classification	2020-04-24 10:16:56	missyjohnson@tierneybrothers.com	Bid Answer
Tierney Brothers Inc.	MN	Classification	2020-05-01 07:09:35	missyjohnson@tierneybrothers.com	Bid Answer
Tierney Brothers Inc.	MN	Classification	2020-05-01 07:17:35	missyjohnson@tierneybrothers.com	Bid Answer
Tierney Brothers Inc.	MN	Classification	2020-05-04 10:06:51	missyjohnson@tierneybrothers.com	Bid Answer
Tierney Brothers Inc.	MN	Classification	2020-05-04 10:36:00	missyjohnson@tierneybrothers.com	Addendum Notification
Tierney Brothers Inc.	MN	Classification	2020-05-04 13:27:18	missyjohnson@tierneybrothers.com	Bid Answer
Tierney Brothers Inc.	MN	Classification	2020-05-04 13:43:00	missyjohnson@tierneybrothers.com	Addendum Notification
Tierney Brothers Inc.	MN	Classification	2020-05-08 07:23:15	missyjohnson@tierneybrothers.com	Bid Answer
Tierney Brothers Inc.	MN	Classification	2020-05-08 07:50:00	missyjohnson@tierneybrothers.com	Addendum Notification
Tower Products INC dba	NY	Classification	2020-04-20 08:20:08	edusales@markertek.com	Bid Notification
Markertek					
Tri State Camera	NY	Classification	2020-04-20 08:20:08	shmayaf@tristatecamera.com	Bid Notification
TWA, dba Digital Video Midwest	KS	Classification	2020-04-20 08:20:08	info@digitalvideomidwest.com	Bid Notification
Ultra Inc	SD	Classification	2020-05-18 10:48:46	gcornell@connectingpoint.biz	Bid Notification
Ultra Inc.	ND	Classification	2020-04-20 08:20:08	tschatz@connectingpoint.biz	Bid Notification
Ultra Inc.	ND	Classification	2020-04-23 07:09:51	tschatz@connectingpoint.biz	Bid Answer
Ultra Inc.	ND	Classification	2020-04-24 10:16:56	tschatz@connectingpoint.biz	Bid Answer
Ultra Inc.	ND	Classification	2020-05-01 07:09:35	tschatz@connectingpoint.biz	Bid Answer
Ultra Inc.	ND	Classification	2020-05-01 07:17:35	tschatz@connectingpoint.biz	Bid Answer
Ultra Inc.	ND	Classification	2020-05-04 10:06:51	tschatz@connectingpoint.biz	Bid Answer
Ultra Inc.	ND	Classification	2020-05-04 10:36:00	tschatz@connectingpoint.biz	Addendum Notification
Ultra Inc.	ND	Classification	2020-05-04 13:27:18	tschatz@connectingpoint.biz	Bid Answer
Ultra Inc.	ND	Classification	2020-05-04 13:43:00	tschatz@connectingpoint.biz	Addendum Notification
Ultra Inc.	ND	Classification	2020-05-08 07:23:15	tschatz@connectingpoint.biz	Bid Answer
Ultra Inc.	ND	Classification	2020-05-08 07:50:00	tschatz@connectingpoint.biz	Addendum Notification
Value Retail Group Inc.	FL	Classification	2020-04-20 08:20:08	mweb72@yahoo.com	Bid Notification
VSA, Inc.	NE	Classification	2020-04-20 08:20:08	andrea@vsa1.com	Bid Notification
VSA, Inc.	NE	Classification	2020-04-20 08:20:08	lora@vsa1.com	Bid Notification
VSA, Inc.	NE	Classification	2020-04-20 08:20:08	danny@vsa1.com	Bid Notification
W. Oscar Neuhaus Memorial	TX	Classification	2020-04-20 08:20:08	lshepherd@neuhaus.org	Bid Notification
Foundation					
WASHINGTON MUSIC SALES	MD	Classification	2020-04-20 08:20:08	bids@chucklevins.com	Bid Notification
CENTER, INC.					

### Access Report

Agency	<b>Cooperative Purchasing Connection</b>
Bid Number	21.1
Bid Title	Sound Amplification Solutions

				Most Recent Response
Vendor Name	Accessed First Time	Most Recent Access	Documents	Date
Ultra Inc.	2020-04-20 11:53 AM CDT	2020-05-13 01:33 PM CDT	RFP #21.1 - Sound Amplification Solutions_Amended05082020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Vendor Questionnaire.docx RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Pricing Schedule.xlsx RFP #21.1 - Sound Amplification Solutions_Amended05042020.pdf RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Sound Amplification Solutions.pdf	
NATIONAL SCHOOL PRODUCTS (JOHN C NOWELL)	2020-04-20 09:23 AM CDT	2020-04-20 09:23 AM CDT		
Audio Enhancement	2020-04-22 11:17 AM CDT	2020-05-20 09:51 AM CDT	RFP #21.1 - Sound Amplification Solutions_Amended05082020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Sound Amplification Solutions_Amended05042020.pdf RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Pricing Schedule.xlsx RFP #21.1 - Vendor Questionnaire.docx RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Sound Amplification Solutions.pdf	2020-05-20 09:50 AM CDT
Garden Valley Technologies Audio Visual Innovations, Inc	2020-05-11 09:20 AM CDT 2020-04-21 12:35 PM CDT	2020-05-11 09:20 AM CDT 2020-05-08 12:16 PM CDT	RFP #21.1 - Sound Amplification Solutions_Amended05082020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Sound Amplification Solutions_Amended05042020.pdf RFP #21.1 - Pricing Schedule.xlsx	
Lightspeed Technologies, Inc.	2020-04-20 11:06 AM CDT	2020-05-20 10:24 AM CDT	RFP #21.1 - Sound Amplification Solutions_Amended05082020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Sound Amplification Solutions_Amended05042020.pdf RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Pricing Schedule.xlsx RFP #21.1 - Vendor Questionnaire.docx RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Sound Amplification Solutions.pdf	2020-05-19 12:48 PM CDT
SO	2020-04-20 12:35 PM CDT	2020-04-20 12:35 PM CDT		
Alamo Music Center, Inc.	2020-04-25 04:34 AM CDT	2020-05-04 02:52 PM CDT	RFP #21.1 - Pricing Schedule.xlsx RFP #21.1 - General Terms and Conditions.pdf	
DP Consulting, LLC Affinitech Inc	2020-04-20 06:04 PM CDT 2020-04-20 09:27 AM CDT	2020-04-20 06:04 PM CDT 2020-04-23 09:06 AM CDT	RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Vendor Questionnaire.docx RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Pricing Schedule.xlsx RFP #21.1 - Sound Amplification Solutions.pdf	
B & H Foto & Electronics Corp.	2020-04-28 02:23 PM CDT	2020-04-28 02:23 PM CDT	RFP #21.1 - Pricing Schedule.xlsx	
AUDIO VISUAL AIDS CORP	2020-04-20 03:13 PM CDT	2020-04-20 03:13 PM CDT		
Dodge Data & Analytics AVES AUDIO VISUAL SYSTEMS, INC.	2020-04-20 12:20 PM CDT 2020-04-20 10:31 AM CDT	2020-05-19 04:31 PM CDT 2020-04-20 10:31 AM CDT		
INC. LIGHTSPEED TECHNOLOGIES, INCMN, ND, SD	2020-04-24 04:48 PM CDT	2020-05-04 11:46 AM CDT	RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Pricing Schedule.xlsx RFP #21.1 - Vendor Questionnaire.docx RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Sound Amplification Solutions.pdf	

Audio Resource Group	2020-04-20 09:25 AM CDT	2020-04-24 11:03 AM CDT	RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Sound Amplification Solutions.pdf RFP #21.1 - Pricing Schedule.xlsx	
Tierney Brothers Inc.	2020-04-20 09:23 AM CDT	2020-04-20 09:24 AM CDT	RFP #21.1 - Sound Amplification Solutions.pdf	
Onvia	2020-04-20 01:33 PM CDT	2020-05-19 02:57 PM CDT	RFP #21.1 - Sound Amplification Solutions_Amended05082020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Sound Amplification Solutions_Amended05042020.pdf RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Vendor Questionnaire.pdf RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Sound Amplification Solutions.pdf	
Ultra Inc	2020-05-18 10:03 AM CDT	2020-05-20 09:52 AM CDT	RFP #21.1 - Sound Amplification Solutions_Amended05082020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Pricing Schedule.xlsx	2020-05-20 09:50 AM CDT
School Wholesale Supplies LLC	2020-04-23 07:13 AM CDT	2020-05-07 02:57 AM CDT	RFP #21.1 - Sound Amplification Solutions.pdf	
Theatrical Media Services, Inc	2020-04-20 09:26 AM CDT	2020-05-04 12:04 PM CDT	RFP #21.1 - Sound Amplification Solutions_Amended05042020.pdf RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Sound Amplification Solutions.pdf	
School Specialty	2020-04-20 09:25 AM CDT	2020-04-20 09:25 AM CDT		
Tierney Brothers	2020-04-20 12:08 PM CDT	2020-04-20 04:20 PM CDT	RFP #21.1 - Pricing Schedule.xlsx RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Sound Amplification Solutions.pdf	
Teltex, Inc.	2020-04-20 03:10 PM CDT	2020-04-20 03:12 PM CDT	RFP #21.1 - Pricing Schedule.xlsx RFP #21.1 - Sound Amplification Solutions.pdf	
Marco Technologies, LLC	2020-04-28 12:06 PM CDT	2020-05-19 07:44 PM CDT	RFP #21.1 - Sound Amplification Solutions_Amended05082020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Sound Amplification Solutions_Amended05042020.pdf RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Pricing Schedule.xlsx RFP #21.1 - Vendor Questionnaire.docx RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Sound Amplification Solutions.pdf	2020-05-19 07:43 PM CDT
North America Procurement Council	2020-04-22 05:58 AM CDT	2020-05-12 05:49 AM CDT	RFP #21.1 - Sound Amplification Solutions_Amended05042020.pdf RFP #21.1 - Sound Amplification Solutions.pdf	
SmartProcure	2020-04-20 10:16 AM CDT	2020-05-14 05:40 AM CDT	RFP #21.1 - Sound Amplification Solutions_Amended05082020.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Pricing Schedule.xlsx RFP #21.1 - Vendor Questionnaire.docx RFP #21.1 - General Terms and Conditions.pdf RFP #21.1 - Vendor Forms & Signatures_Amended05042020.pdf RFP #21.1 - Sound Amplification Solutions_Amended05042020.pdf RFP #21.1 - Vendor Forms & Signatures.pdf RFP #21.1 - Sound Amplification Solutions.pdf	

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## **Opening Record**

### RFP #21.1 -Sound Amplification Solutions

Request for Proposal

2 C	5	
DocuSigned by:	lisa truas	9AB8C86EB0B9422

Lisa Truax, Procurement Solutions Coordinator

May 20, 2020

10:01 am CT

Time

Docusigned by: Lowi Mithelstadt [M

Lori Mittelstadt, CP Assistant

Company Responding	Audio Enhancement	Lightspeed Technologies	Marco Technologies	Ultra, Inc. dba Connecting Point
<b>Copy of Bid Bond - \$2,500</b> Yes/No	Yes	Yes	Yes	Yes
<b>Certificate of Insurance</b> Yes/No	Yes	Yes	Yes	Yes
<b>Vendor Questionnaire</b> Yes/No	Yes	Yes	Yes	Yes
Pricing Schedule Yes/No	Yes	Yes	Yes	Yes
<b>Vendor Forms &amp; Signatures</b> Yes/No	Yes	Yes	Yes	Yes
<b>Exhibit A - Marketing Plan</b> Yes/No	Yes	Yes	Yes	Yes
	Additional Information	ormation		
Business Type Certificate If applicable, submit as PDF	N/A	N/A	N/A	N/A
Other	Additional Information Multiple Brochures	Additional Information	Additional Information	Additional Information
Qualified (Responsive) Respondent Yes/No	Yes	Yes	Yes	Yes



Cooperative Purchasing Connection Tabulation Report RFP #21.1 - Sound Amplification Solutions Vendor: Audio Enhancement

### **General Comments:**

General Attachments: 2019 Audio Concept Brochure Print.pdf Completed Marketing Plan.pdf Completed Pricing Schedule.xlsx Completed Vendor Questionnaire.docx EPIC System Brochure DC-40652.06 AND Print.pdf Insurance Documents.pdf SAFE Concept Flyer DC-40420 Print.pdf Signed Bond.pdf Signed Vendor Forms.pdf UT-Certificate of Good Standing 2020.pdf VIEWpath Brochure 2019 DC-40130 Print.pdf

### AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT	WE Audio Enhancemer	nt, Inc.	
9858 South Audio Drive	West Jordan	UT	84081
as Principal, hereinafter called the Principal, and	Philadelphia Indemnity In	surance Company	
One Bala Plaza East, Suite 100	Bala Cynwyd	PA	19004-1403
a corporation duly organized under the laws of the	State of	PA	
as Surety, hereinafter called the Surety, are held a	and firmly bound unto Co	operative Purchasing (	Contract
1001 East Mount Faith Ave.	Fergus Fails	MN	56537
as Obligee, hereinafter called the Obligee, in the s	um of <u>Two Thousand F</u>	ive Hundred Dollars and	1 00/100
	Dollars (\$	\$2,500.00	).
for the payment of which sum well and truly to be executors, administrators, successors and assigns	made, the said Principal	and the said Surety, bi	nd ourselves, our heirs,
WHEREAS, the Principal has submitted a bid for	Sound Amplification Solu	tions - Project No.: 21.1	

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this	20th	day of	May	,2020
Stacus	Ligne	el	Audio Enhancement, Inc.	(Seal)
( / ~ /	Vitness		By: Denta Hudy Ce	(Title)
Patelin 1	iness)		Philadelphia Indemnity Insurance Company	(Seitt).
Hatalie C. Derriers	101655)		By: Attomey-in-Fact Laura D. Mosholder	
AIA I	DOCUMENT A31	• BID BOND • A CHITECTS, 1735	LIA • FEBRUARY 1970 ED. • THE AMERICAN N.Y. AVE., N.W., WASHINGTON, D.C. 20006	Stor O' muning

#### PHILADELPHIA INDEMNITY INSURANCE COMPANY One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

#### **Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Laura D. Mosholder, Edward M. Clark and Don Bramiage of Nielson Hoover & Company d/b/a Nielson Mosholder & Associates, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

#### FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONVERITH OF PENNEYLVANIA NOTARIAL SEAL Margan Kaapp Notery Public Lewer Kerlon Tap. Wonigumery Courty MyContrustion Explice Sept 25 2021	Notary Public:	Morezon Moopp
(Notary Seal)	residing at:	Bala Cynwyd, PA
	commission expires:	September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed	d the facsimile seal of each Company this day of	f May	, 20 <b>20</b>
1927	Edward Sayago, Corporate Secretary PHILADELPHIA INDEMNITY INSURANCE CO	MPANY	مریک میں معرفی کار اور میں میں میں کار میں معرفی کار اور میں میں کار میں میں کار میں ک میں میں کار میں

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Date Entered: 05/14/2020

Ą	CORD <sup>®</sup> C	ER	TIF	ICATE OF LIA	BILITY INS	URANC	E I		(MM/DD/YYYY)
									5/2020
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.									
lf	MPORTANT: If the certificate holder f SUBROGATION IS WAIVED, subject his certificate does not confer rights to	to th	ne ter	rms and conditions of th	e policy, certain	policies may	-		
PRO					CONTACT NAME:				
	Troy G. Ricks Insurance	Agei	ncy		PHONE (A/C, No, Ext): (801)	964-0099	FAX (A/C, No)	(801)	955-1200
	E-MAL ADDRESS tayler.tricks@farmersagency.com								
	Taylorsville, UT 84129			NAIC #					
	INSURER A: Farmers Insurance Group 21652								
INSU	URED Audio Enhancement Inc.					ntury Insuran	ce Company		21687
						Insurance Excl	nange		
	9858 s 6150 w				INSURER D :				
	West Jordan, UT 84041				INSURER E :				
					INSURER F :				
со	VERAGES CER	TIFIC	CATE	NUMBER:			REVISION NUMBER:		1
Т	HIS IS TO CERTIFY THAT THE POLICIES	OF	INSUF	RANCE LISTED BELOW HAY	VE BEEN ISSUED 1			THE POL	LICY PERIOD
С	NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH I	PERT POLIC	AIN, IES. L	THE INSURANCE AFFORD	ED BY THE POLIC	IES DESCRIBEI PAID CLAIMS.			
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (M M/DD/YYYY)	POLICY EXP (M M/DD/YYYY)	LIM	ITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
А	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	Y Per Project			76-06590-28-34	6/15/2019	6/15/2021	MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						Prof. E & O	\$ 1,0	00,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY X AUTOS						BODILY INJURY (Per accident)	\$	
в	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			76-06590-28-34	6/15/2019	6/15/2021	PROPERTY DAMAGE (Per accident)	\$	
								\$	
в	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	3,000,000
	EXCESS LIAB						AGGREGATE	\$	
	DED RETENTION \$			76-60477-55-59	6/15/2019	6/15/2021		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		76-B06077263	6/24/2019	6/24/2021	E.L. EACH ACCIDENT	\$	1,000,000
Ŭ	OFFICER/MEMBER EXCLUDED?						E.L. DISEASE - EA EMPLOYE	E\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
в	Leased Equipment			76-06590-28-34	6/15/2019	6/15/2021	LIMIT	\$50	,000
							DEDUCTIBLE	\$50	0.00
В	Cargo Coverage							50,	000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL tificate holder listed as addt				may be attached if more	space is required)			
CE	RTIFICATE HOLDER				CANCELLATION	N			
	Cooperative Purchasing 1001 East Mount Faith . Fergus Falls, MN 56537		nect	ion		ON DATE THE	DESC RIBED POLICIES BE REOF, NOTICE WILL Y PROVISIONS.		
					AUTHORIZED REPRES	DENTATIVE	They The	8	
<u> </u>	I				©	1988-2015 AC	ORD CORPORATION	All ria	hts reserved.
AC	ORD 25 (2016/03)	т	he A	CORD name and logo ar					

#### **Vendor Questionnaire** RFP #21.1 – Sound Amplification 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.

COOPERATIVE Purchasing

CONNECTION

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 <u>single PDF format</u> 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. <u>Company Information</u>
- 2. <u>Qualifications & Experience</u>
- 3. Marketing & Partnership
- 4. Financials & Level of Support
- 5. <u>Warranty</u>
- 6. Industry-Specific Information
- 7. <u>References</u>
- 8. Additional Requirements\*

## **Company Information**

Name of Company:	Audio Enhancement Inc.
Company Address:	9858 South Audio Drive
City, State, Zip code:	West Jordan UT 84081
Website:	www.AudioEnhancement.com
Phone:	800-383-9362

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 Beekman Jr.	Tim.Beekman@AudioEnhancement.com	800-383-9362
Contract Manager	Stacey Lignell	Stacey.Lignell@AudioEnhancement.com	800-383-9362
Sales Manager	Denton Anderson	Denton.Anderson@AudioEnhancement.com	800-383-9362
Marketing Manager	Chris Farnworth	Chris.Farnworth@AudioEnhancement.com	800-383-9362
Customer Service	Britney Swartzwelder	Britney.Swartzwelder@AudioEnhancement.com	800-383-9362
Manager			
Account Manager(s)	Samantha Jones	Sam.Jones@AudioEnhancement.com	800-383-9362

#### List will be responsible for receiving updated membership lists.

Name	Email	Phone
Stacey Lignell	Stacey.Lignell@AudioEnhancement.com	800-383-9362

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

Name	Email	Phone
JillCrane	Jill.Crane@AudioEnhancement.com	800-383-9362

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

Name	Email	Phone
Mindy VanBibber	Mindy.VanBibber@AudioEnhancement.com	800-383-9362

# Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status.

х	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	
Х	None Apply		

#### **Qualifications & Experience** (45 points)

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

Audio Enhancement was founded in 1978 by Claudia Anderson around the simple idea that "learning begins with hearing." Having two hearing impaired children; the first Audio Enhancement systems were designed specifically for the hearing impaired. Early in our history, technological advancements made it possible to also provide whole classroom sound systems, benefiting all students. Audio Enhancement has been the innovator and leader in this field.

Audio Enhancement is committed to providing the highest level of customer service and support at every step in the process. From the initial school walkthrough and scope of work creation, to the final teacher in-servicing and training. Audio Enhancement is not just interested in being a technology provider.

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

Audio Enhancement continues to add many products that support K-12 education. In 2009, we launched the SAFE system, which allows the teacher, and admin staff to discreetly send an alert in the event of a classroom emergency. This system was developed from educators requests for a solution to support them in the event of an emergency, whether it be a fight that breaks out in their class, medical issues, to an intruder. The SAFE System provides them with the peace of mind and knowledge that their alert has been seen, and help is on the way.

In 2010, we again added a products that support teachers to be able to share lessons, improve teaching practices, and facilitate professional development. From this the VIEWpath System was born. VIEWpath (Video, Interaction, Education, Window) is designed to allow the teacher to set a recording schedule, record on the fly, or remote into another classroom for instruction. The VIEWpath system has made the "flipped classroom" an achievable methodology for all teachers. It has also allowed teachers to reflect on their teaching, and to share their lessons with their peers, and their Professional Learning Committees. One invaluable piece of the VIEWpath system is the Administrative staffs' ability to conduct evaluations via video, without changing the classroom dynamic. Through utilizing their VIEWpath video technology, evaluations can become more flexible with the potential for improving the evaluation process.

In 2015, Audio Enhancement introduced Intercom, Paging and Bells into our product line up, with the EPIC System. Through the integration of our MS500 Amplifier schools have a full duplex paging system in every classroom, as well as the benefit of the teacher voice sound amplification. This digital system is easily navigated, and makes adjusting your Bells, and emergency alerts seamless, and hassle free.

# **3. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).** Audio Enhancement has been lucky to work with hundreds of school districts across the US, and Canada. Keeping our customers happy is a top priority for Audio Enhancement, we do this by providing a strong product, with a great warranty. Our customers return to us for the quality they can expect from Audio Enhancement. We continue to support these customers by providing upgrade programs when new technology is available, assisting in design for new school sites in their district, and making sure their systems stay up and running with available yearly "health checks" of their audio, safety,

# 4. Describe the number of agencies your organization, on average, provides sound amplification solutions for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?

Within these states Audio Enhancement provides audio systems and services to over 70 districts between the states listed.

#### 5. Is your organization able to service all areas within CPC's tri-state area?

<u>x</u> Yes No

and intercom products.

If NO, explain why your organization is not able to service a particular area and/or state.

# 6. List the other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in the tri-state area?

Sourcewell PEPPM NASPO Tips Taps

## 7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

Sourcewell PEPPM NASPO Tips Taps UT State Contract NY State Contract MS State Contract OETC Contract MEEC Contract REMC

# 8. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing through your company.

Working directly with a manufacturer can provide significant advantages. Audio Enhancement has been leading the classroom sound enhancement market for more than forty years. With this experience and reliability, Audio Enhancement can provide two key benefits for those using the CPC. First, Audio Enhancement is in full control of the warranty service and repair experience. This support can be provided both on site and when a product needs to be returned to our repair facility. Should there be a need for any repairs/replacement on any of the Audio Enhancement products, Audio Enhancement will carry out those repairs directly, not relying on a contract facility.

Another key advantage of working with Audio Enhancement as the manufacturer is that we are constantly focused on future development. Audio Enhancement is always looking for the next innovative idea or need within K-12 education.

# 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).

N/A

## Marketing & Partnership (25 points)

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

Audio Enhancement is committed to the Njorth Dakota, South Dakota, and Minnesota market. We have full-time sales representatives, Tim Beekman Jr. and Samantha Jones, plus a dedicated sales engineering team. The primary focus of that team is to provide a high level of customer service to our customer base, as well as engineering services, and support where needed. Part of the territory repsentatives responsibilities will be to visit schools and other education entities in person. Provide Mailing campaigns where appropriate, and attend local and state trade shows. Through this process, we receive a high number of positive referrals, and names of others that are interested in the Audio Enhancement concept.

# 2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.

Audio Enhancement has a variety of How to Videos,Postcard Mailers, Email Campaigns, Social Media Blast/Events, Specification Sheets, Brochures, and Catalogs. Our Marketing staff is available to collabotrate on specific campaigns, marketing materials, and events requested of them for the CPC Contract. 3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.

Below is a list of tradeshows that Audio Enhancement attends in the tri-state area as a vendor or with a reseller that is a vendor. Specific marketing brochures and pieces will be designed to highlight Audio Enhancement's partnership with the Cooperative Purchasing Contract.

North Dakota:

- North Dakota Associate of Technology Leaders (NDATL)
- North Dakota Council of Educational Leaders (NDCEL)

South Daktoa:

- Technology & Innovation in Education (TIE)

Minnesota:

- Impmact Education Conference (Sourcewell Technology)
- Minnesota Associate of Secodary School Principals (MASSP)
- Minnesota School Boards Association (MSBA)

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

Audio Enhancement will provide specific CPC information to K-12 customers as well as our reseller network within the territory. This will be completed through direct communication with the customer or reseller and different marketing platforms. Postcard mailers are sent to school districts to inform them that the contract has been awarded. Email blasts will be sent out quarterly. Email blasts would feature the CPC Logoand the Audio Enhancement CPC number.

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

In the event of an award Audio Enhancement will prepare all those who are supporting the contract with the following training: contract details, reporting requirements, and marketing plans. Trainings will be scheduled quarterly to ensure each member supporting an awarded contract is up to date on all contract requirements.

#### Financials & Level of Support (30 points)

1. Describe how your organization works with agencies to determine payment terms.

Audio Enhancement works with School Districts and resellers extending them 30 day Net terms for payment. We accept CC, P-Card, and Purchase Orders as forms of order requests.

2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?

Audio Enhancement charges a credit card processing fee for all orders over \$5,000.00. The credit card fee will include:

Visa/Mastercard – 2% American Express – 3% Discover Card – Not Accepted

3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

Orders can be placed with a Purchase Order Number or Credit Card to Audio Enhancement through the following options:

- 1. Phone 800.383.9362
- 2. Fax 801.254.3802
- 3. Mail 9858 South Audio Drive West Jordan, UT 84081
- 4. Email <u>Orders@AudioEnhancement.com</u>

**Order Verification:** Audio Enhancement has order and shipping/tracking confirmation receipt that is automatically sent to the email provided by the customer upon entering of Purchase Order and Shipping/Tracking information.

Audio Enhancement will allow for sales via our Resale Partners-Audio Enhancement requires that all resellers attend 2 separate training courses. The first is a 3 day sales course, and product training. The second is for their technical staff to become certified for installation services of the Audio Enhancement product line. – Please see attached reseller list.

Reseller success is currently measured by sales volume. Each dealer is assigned a quota yearly, and pricing is based around their ability to meet that quota amount.

In the event that a dealer becomes inactive, or needs to be removed from our authorized reseller list, they are informed in writing via a De-authorization letter.

We currently support our dealers with marketing material, webinars, and attending sales calls with them to ensure the product features and functions are accurately displayed to all customers.

Audio Enhancement has a 24hr support service for customers, and resellers. This support generates a service ticket, and based on the need a technician, or technical support agent will reach out for assistance.

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

	Pricing is the same as offered to individual education, government, and nonprofit agencies.
	Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.
Х	Pricing is better than what is offered to individual education, government, and nonprofit agencies.
Х	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:

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

Yes X No

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

6. 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.

#### Warranty (35 points)

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

Audio Enhancement has a dedicated team of Support Staff available to troubleshoot all product needs. In the event that a product is deemed "broken" this team will work with the customer to provide a replacement. Customers can also call the support line or open a support chat via the website.

2. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure.

90 Days - Batteries

1 Year – All cabling and Audio Enhancement installs, EPIC System Hard Drives, EPIC System Touchscreen Monitor, EPIC System Paging Microphone, Classroom Wall Box, ITC-1, Uninterrupted Power Supply (UPS), Mic360<sup>™</sup>, SD Card for EduCam360, general electronics

3 Years – EduCam360, SAFE Controller, MS-1000, Audio Enhancement AV Components (AVConnect), EPIC System NUC, SAFE System NUC, EPIC System Server, MS-500, MS-300

5 Years – CA-30A, CA-60A, GL-300, BEAM, XDSolo, microphones, chargers, speakers, and power supplies

3. Do all warranties cover all products/equipment parts and labor?
X Yes No If NO, describe the exceptions to coverage.
4. Do warranties impose usage limit restrictions?
Yes No
If YES, describe the restrictions.
5. Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
<u>X</u> Yes No
If NO, describe why travel and mileage are not covered.
6. List any additional limitations or circumstances that would not be covered under your warranty?
If a product is exposed to abuse, misuse, faulty voltage, or environmental mishaps it would not be covered under warranty
7. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified

7. List any geographic areas within CPC s tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?

N/A

#### **Industry Specific Information** (100 points)

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

Audio Enhancement believes that learning begins with hearing and each solution we offer is built upon that foundation. The audio solutions create an environment where student's can be seated anywhere in the classroom and teachers don't have to rely on projecting their voice to do their job successfully.

Our SAFE System uses that same teacher microphone to give our staff the ability to call for assistance quickly and discreetly from any place in the school. The EPIC System allows that audio to integrate as a Paging, Intercom, and Bell System. This reduces certain infrastructure and decreases costs for school districts. The last system is VIEWpath which ties a camera to the audio system allowing teachers to record their lessons for Professional Development, flipped classrooms, homebound students, etc.

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

Audio Enhancement began the classroom sound amplification market and has continued to evolve it over the past 40+ years. Our sales staff includes many former teachers, who are passionate about helping other teachers engage their students with classroom technology. Our technicians and install crews are dedicated to making sure the systems we provide are installed with precision and accuracy. The Audio Enhancement technology is designed to elevate learning and provide ease of use to those who have the systems in their K-12 buildings.

# 3. Describe the power/source connection for your proposed sound amplification solution(s). Describe any additional connection features that your solutions provide (i.e. multimedia connectivity, ADL outputs).

The Mini, Sentinel, BEAM, and GL 300 Systems all utilize a 24 VDC power supply. The Optimum system is powered via POE. The amplifiers have connectors which create automatic switching between the front and rear panel inputs. Also, included are up to four additional 3.5 inputs (with dedicated volume controls). The Sentinel, BEAM, GL-300 and Optimum Amplifiers also have a connection for Assisted Listening Devices.

All amplifiers utilize an RJ45 connection for the XD Receiver (provides both audio and power). Any of the Audio Enhancement Systems include a PA Override feature the connects to the Public Address System and mutes the amplifier during building announcements. An additional Accessory Port on each amplifier can also accept our Remote Wall Plate that provides an additional input or ALD output.

4. Describe the type of frequency used by your sound amplification solution(s) and how feedback and other frequency waves are mitigated from cutting in or over a sound wave. Describe if Bluetooth connectivity is possible and if there are any concerns to be addressed with your proposed solution.

The Audio Enhancement systems utilize DECT Technology between the wearable teacher microphone and the installed XD Receiver. The XD Receiver comes equipped with two microphone channels and a dedicated media channel for broadcasting media wirelessly to the classroom audio system. The system frequency is 1.9 GHz and can be adjusted to accommodate coverage in small classrooms all the way to larger cafeteria, gym and media center spaces.

#### 5. Describe how and if your solution can integrate with current facility sounds solutions and to what extent.

The Audio Enhancement Systems have the option to include a universal adaptor. This allows it to integrate with any preexisting audio solution. Our EPIC Intercom Paging and Bell System functions similarly. Any existing 70 or 25V PA System can be retrofitted while leaving the majority of its infrastructure in place.

6. Describe if your sound amplification solutions require software to operate and run the system. Describe all costs associated with this software/service.

The Audio Enhancement systems do not require software in order to use. We have a free Lecture Capture software available for customers to download. Teachers can create audio and video recordings to share with their students. This is windows based and accessible to download at <a href="https://audioenhancement.com/">https://audioenhancement.com/</a>.

Our EPIC, SAFE, and VIEWpath systems are browser based and thus, do not require any software maintainance in order to access the system. (Marketing Materials Attached)

7. Describe how your sound amplification solutions coordinate or work in conjunction with life safety requirements (i.e. emergency notifications).

Any of our systems can include or be advanced to our SAFE system. The SAFE system allows staff members to initiate an emergency alert via a wall plate, or by holding two buttons on the teacher microphone. This action sends a notification to a front office monitor plus text message and email notifications, to designated personnel. The notifications include a link displaying the live location of the staff member that has requested assistance.

With integration of the EPIC System it also has the ability to integrate with Mass Notification solutions such as lockdown systems and any weather alerting systems. Lastly, with an open API's or contact closures we can tie into other Crisis Management solutions such as CrisisGo and Mutualink.

# 8. Describe in detail how the installation is performed by your employees or by subcontractors. Describe any required certifications, etc. require for installation.

Audio Enhancement installation crews, field engineers, and commissioning staff are required to attend and pass multiple training courses, as well as indicate their level of skill in practical application. These certifications are required before the Audio Enhancement staff, as well as our Resale partners are able to install and commission on their own without the assistance of an AE Senior Installer or Engineer.

The installation of the Audio Enhancement systems is done after hours, or during school closures/breaks. This allows for little to no distruption of the classroom environment. Wires will be pulled through the ceiling grid, and attached to structure to ensure the 4 speakers placed in the ceilings are structurally sound. The amplifier is installed close to an available outlet, or within the Audio Enhancement classroom in a box unit. The XD Receiver can be installed as a ceiling mounted unit, or a wall mount based on classroom layout, and customer preference.

#### 9. Describe any unique applications of your sound's amplification solutions.

The standard installed system for our classroom sound systems are within classrooms of 30x30. Though, these systems have been used to provide sound in larger areas such as gymnasiums, cafetoriums, and library spaces. The solutions have also been installed in smaller learning areas and conference rooms.

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

Within 30 days of original invoice date the customer may return equipment to Audio Enhancement in new or like new condition for full credit. All returns must be accompanied by an RMA number issued by Audio Enhancement. If the return is a result of our error we will pay the return shipping costs (customer received an incorrect or defective item, etc).

Damaged equipment that is not 'like new' condition will not be accepted. Products returned later than 30 days after invoice date will not receive full credit and may not be accepted. If this is the case, items have a 10% restocking fee applied.

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

Audio Enhancement will conduct Quarterly Audits of the project to ensure compliance with the program is being met by all staff members who participate in the support of the contract.

This audit will include an accounting of the required contract reporting, and updating the staff on any changes or updates that need to be addressed surrounding the contract.

#### Exceptions & Deviations (10points)

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

N/A

#### References

Provide three (3) references that have purchased <u>products and/or services that apply to the scope of this proposal</u>. A contact name, phone number and email will be required.

<b>Reference #1 – Business Name</b>	Mandan Public Schools
Product/Service Purchased	Classroom Amplification and Installation Services Districtwide
Year of Purchase	2016-Current
Reference Contact	Jeff Rerick
Phone	701-751-6500
Email	Jeff.rerick@msd1.org
	-
<b>Reference #2 – Business Name</b>	South Washington School District
Due due at /Counsilier Dourshand	
Product/Service Purchased	Classroon Sound Amplification Systems and Installation Services in Mutliple Sites
Year of Purchase	Classroon Sound Amplification Systems and Installation Services in Mutliple Sites 2018- Current
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Year of Purchase	2018- Current

Reference #3 – Business Name Product/Service Purchased Year of Purchase Reference Contact Phone Email Aberdeen School District Classroom Sound Amplification Systems and Installation Services Districtwide 2019- Current Josh Jensen 605-725-7137 Joshua.jensen@k12.sd.us

#### **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 (15 points)

<u>Submit a marketing plan that would describe, at a minimum, the following:</u> 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.

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Responding Company's Name:	any's Name:		Audio	<b>Audio Enhancement Inc</b>	nc.			<b>REQUIRED FORM</b>	<b>RED</b>	ORM
Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Notes	Catalog List	Percent	Net Price To	ce To
Classroom Audio Solutions	i Mini Classroom Svstem	Audio Enhancement	XD-8001	XD-8001	1		\$ 1.943.00	28%	\$ 1	1.398.96
Classroom Audio Solutions		Audio Enhancement	XD-8002	XD-8002	1			28%		1,479.60
<b>Classroom Audio Solutions</b>		Audio Enhancement	XD-8003	XD-8003	1		\$ 2,862.00	28%		2,060.64
<b>Classroom Audio Solutions</b>	: Optimum Classroom System	Audio Enhancement	XD-8004	XD-8004	1		\$ 3,623.30	28%	\$ 2	2,608.78
<b>Classroom Audio Solutions</b>		Audio Enhancement	XD-8050	XD-8050	1		\$ 1,166.00	28%	\$	839.52
<b>Classroom Audio Solutions</b>		Audio Enhancement	XD-8110	XD-8110	1		\$ 1,902.00	28%	\$ 1	1,369.44
<b>Classroom Audio Solutions</b>		Audio Enhancement	XD-8111	XD-8111	1		\$ 2,015.00		\$ 1	1,450.80
<b>Classroom Audio Solutions</b>		Audio Enhancement	XD-8112	XD-8112	1		\$ 2,084.00		\$ 1	1,500.48
<b>Classroom Audio Solutions</b>	XDSolo System	Audio Enhancement	XD-8100	XD-8100	1		\$ 2,378.00	28%	\$ 1	1,712.16
<b>Classroom Audio Solutions</b>	1	Audio Enhancement	XD-8101	XD-8101	1			28%		2,286.72
<b>Classroom Audio Solutions</b>		Audio Enhancement	XD-8051	XD-8051	1			28%	\$	827.15
<b>Classroom Audio Solutions</b>		Audio Enhancement	AM-9002	AM-9002	1		ц,		\$	866.16
<b>Classroom Audio Solutions</b>	: CA-30 Amplfier Kit	Audio Enhancement	AM-9004	AM-9004	1		\$ 284.00		\$	204.48
<b>Classroom Audio Solutions</b>		Audio Enhancement	AM-9001	AM-9001	1				\$	285.12
<b>Classroom Audio Solutions</b>		Audio Enhancement	AC-9001	AC-9001	1				\$	140.40
<b>Classroom Audio Solutions</b>		Audio Enhancement	SP-9104	SP-9104	1				\$	354.96
<b>Classroom Audio Solutions</b>		Audio Enhancement	SP-9154	SP-9154	1				\$	354.96
<b>Classroom Audio Solutions</b>		Audio Enhancement	SP-9204	SP-9204	1				\$	387.36
<b>Classroom Audio Solutions</b>		Audio Enhancement	XD-9025	XD-9025	1				÷	226.80
<b>Classroom Audio Solutions</b>		Audio Enhancement	XD-9050	XD-9050	1				÷	210.24
<b>Classroom Audio Solutions</b>		Audio Enhancement	XD-9360	XD-9360	1				\$	403.20
<b>Classroom Audio Solutions</b>		Audio Enhancement	XD-1401	XD-1401	1					176.40
Classroom Communication		Audio Enhancement	EP-8001	EP-8001	1		$\sim$			15,118.68
Classroom Communication		Audio Enhancement	EP-8002	EP-8002	1			28%		2,006.42
Classroom Communication		Audio Enhancement	EP-8003	EP-8003	1					3,577.80
Classroom Communication		Audio Enhancement	EP-8004	EP-8004	1					14,595.02
Classroom Communication		Audio Enhancement	NE-8001	NE-8001	1			28%		12,561.70
Classroom Communication		Audio Enhancement	NE-8002	NE-8002	1			28%		4,628.74
Classroom Communication		Audio Enhancement	NE-9054	NE-9054	1			28%		6,032.28
Classroom Communication		Audio Enhancement	NE-9100	NE-9100	1		2,			1,717.34
Classroom Communication		Audio Enhancement	AM-8003	AM-8003	1					574.56
Classroom Communication		Audio Enhancement	AM-8005	AM-8005	1			28%	1	,368.86
Classroom Communication	MS-300 2-Way System	Audio Enhancement	AM-8007	AM-8007	1		\$ 1,223.80	28%	\$	881.14
Classroom Communication	Touch Wall Control	Audio Enhancement	PA-8010	PA-8010	1		\$ 665.70	28%	\$	479.30
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# 1 - Pricing

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Instructions. Complete the following schedule for all sound amplification products and accessories. The form should be completed by the standards listed in the Technical

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Instructions. Complete the tables below if your company offers the following services. Please note this is an REQUIRED form.

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Audio Enhancement Inc.

# REQUIRED

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Description     Standard Price & Discription       Professional Development (1 day)     3200	Per Diem Charges (if any)				
Description Standar R Professional Development (1 day)	Discounted Price & Rates	2750			
Description Professional Development (1 day)	Standard Price & Rate	3200			
Services	Description	Professional Development (1 day)			

s	Docominition	Standard Price &	rd Price & Discounted Price Per Diem	Per Diem	<b>Mileage Charges</b>	Mileage Charges Additional Discounts on Large Projects:
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Instructions. Complete the form below if your company is offering additional discounts for a one time purchase OR a group of local agencies in a geographic area combining requirements (estimate annual spend). Please note this is an optional form.

Audio Enhancement Inc.
Responding Company's Name:

# **OPTIONAL FORM**

Dollar Amount From	Dollar Amount To	Catalog/Product	Additional Discount Offered
\$500,000.00		\$1,000,000.00 Audio Enhancement Schoolwide Solutions	1%
\$1,000,000.00		\$2,000,000.00 Audio Enhancement Schoolwide Solutions	2%
\$2,000,000.00		\$3,000,000.00 Audio Enhancement Schoolwide Solutions	3%
\$3,000,000.00		\$4,000,000.00 Audio Enhancement Schoolwide Solutions	4%
\$4,000,000.00		\$5,000,000.00 Audio Enhancement Schoolwide Solutions	5%



#### **Vendor Forms & Signatures** RFP #21.1 – Sound Amplification 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.

COOPERATIVE

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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	X	Addendum No. 5
Addendum No. 2	x	Addendum No. 6
Addendum No. 3	x	Addendum No. 7
Addendum No. 4		Addendum No. 8

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

Andden

Authorized Signature

5.19.2020

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

5.19.2020

Date

#### Contract Offer & Award

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

COOPERATIVE Purchasing

CONNECTION

#### 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.

<b>Business Name</b>	Audio Enhancement Inc.	Date	5.19.2020
Address	9858 South Audio Drive	City, State, Zip	West Jordan UT 84081
<b>Contact Person</b>	Stacey Lignell	Title	<b>Director of Partner Relations</b>
<b>Authorized Signature</b>	Denta Andola	Title	VP and Director of Sales
Email	stacey.lignell@Audioenhancement.com	Phone	800-383-9362

#### 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			
Anthorada			
Authorized			
Representative			
Name Printed or Typed			
Awarded this	day of	Contract Number	
Contract to Commence	e		

# 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 <u>www.wdol.gov</u>. 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.

#### **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 CFRR 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 <u>initialing the table</u> (1-12) and <u>signing below</u>, 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.

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

# Audio Enhancement Inc.

Name of Business

Ands Signature of Authorized Representative

Denton Anderson- VP and Director of Sales

Printed Name/Title

5.19.2020

Date

## **Subcontractor Utilization Form**

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

Solicitation Name:	Sound Amplification Solutions
Solicitation Number:	21.1
Vendor Name:	Audio Enhancement Inc.

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

Company Name:	Marco Inc.
Street Address:	4510 Heatherwood Road
City, State, Zip:	St. Cloud MN 56301
Telephone:	800-892-8548
Primary Contact:	Brenda Wall
Email Address of Contact:	brendaw@marconet.com
Services to be provided:	

#### Sales, Installation and Implementation of Audio Enhancement Solutions

Company Name:	Tierney Brothers Inc.
Street Address:	1771 Energy Park Drive
City, State, Zip:	St. Paul MN 55108
Telephone:	612-331-5500
Primary Contact:	Zach Boxrud
Email Address of Contact:	zboxrud@tierney.com
Services to be provided:	

#### Sales, Installation and Implementation of Audio Enhancement Solutions

Company Name:	Connecting Point
Street Address:	504 Jenson Avenue SE
City, State, Zip:	Watertown SD 57201
Telephone:	800-529-5000
Primary Contact:	Dave Lewis
Email Address of Contact:	dlewis@connectingpoint.biz
Services to be provided:	

#### Sales, Installation and Implementation of Audio Enhancement Solutions

#### **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	Performance Bond of \$2,500 (Copy)	Submit as PDF		
х	Pricing Schedule – Name of Company	Submit as an Excel document		
х	Vendor Questionnaire – Name of Company	Submit as a Word document		
x	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. * <i>Signatures Required</i>		
х	Exhibit A – Marketing Plan – Name of Company	Submit as PDF		
х	Certificate of Insurance – Name of Company	Submit as PDF		
x	Additional Information – as required Business Type Certificate, if applicable	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.

In Anton Authorized Signature

Denton Anderson -VP and Director of Sales

**Printed Name/Title** 

5.19.2020

Date

#### Sound Amplification Solutions Marketing Plan

#### Vendor Name: Audio Enhancement Inc.

#### Marketing Plan

#### **Goals and Objectives:**

Audio Enhancement Inc. is committed to the success of the CPC Contract, and has dedicated full-time staff members, Tim Beekman Jr. and Sam Jones, on the sales team, as well as Tyler Schick as our area field engineer as a part of our contract support team. The primary focus of that team is to provide a high level of customer service to our customer base, as well as engineering services, and support where needed. Part of the territory reps' responsibilities will be to visit schools and other education entities in person. Through this process, we receive a high number of positive referrals, and names of others that are interested in the Audio Enhancement concept.

#### Contract Launch:

Audio Enhancement will provide information to K-12 customers which is our current target audience, as well as our reseller network within the territory, informing them of our CPC Contract. This will be done through the following combination of marketing data:

- Postcard mailer sent to schools/Districts to inform them of award of contract.
- Email blast will be sent out quarterly starting in July 2020. These email blast will showcase the Contract # and products available through its use.
- Website Product Review: This will be a page on the Audio Enhancement website, and will allow customers to review product specifications, components, and options for the awarded CPC items. It will also give them access to a quote request feature that will put them directly in contact with the sales support staff at Audio Enhancement.

#### Conference Exhibits:

Other marketing efforts include attending trade shows, nationally as well as local events. We will also attend other vendor events, with our focus being the K-12 educational market. Specific marketing brochures and pieces will be designed by our marketing department focusing on the product lines and services.

The overall goal for presence at shows in the CPC territory will be to attract new customers by showcasing our products available through the contract. We will also use these shows to grow our current relationships and meet colleagues of our current customers at neighboring school districts.

#### Product Information:

Additional product information will be available through the Audio Enhancement website <u>www.AudioEnhancement.com</u>. This site is maintained and updated periodically, by our marketing department, with the most up to date and current product listings. Current and potential customers are directed to our site to view our product line, find specification sheets, review "how-to" guides, and to learn more about Classroom Amplification Systems, and the impact they have in the teaching environment.

#### Lunch and Learns:

Audio Enhancement will offer and hold lunch and learn sessions to both our k-12 customers, as well as resellers. This lunch and learn sessions will consist of sharing information about our company, the products we offer, and the customers ability to purchase all items through the CPC Contact. These lunch and learn sessions would also allow Audio Enhancement to refresh our subcontractors on current product features.

#### Marketing Budget:

Audio Enhancement has set aside a designated amount for all shows, and coop opportunities in the region. This budget will be used to assist in the financial obligations required to attend local educational conferences, host lunch and learn activities, hold reseller training events, and provide manufacturers support to local districts.





#### **Cooperative Purchasing Connection** Tabulation Report RFP #21.1 - Sound Amplification Solutions Vendor: Lightspeed Technologies, Inc.

**General Comments:** We had very beautifully loaded these in the order noted on your bid checklist, and have included a cover letter listing the same. However, upon upload this system reordered (alphabetized) the documents instead. Sorry for the inconsistency.

General Attachments: Additional Information - Lightspeed Technologies.pdf Bid Bond - Lightspeed Technologies.pdf Certificate of Insurance - Lightspeed Technologies.pdf Exhibit A - Marketing Plan - Lightspeed Technologies.pdf Pricing Schedule - Lightspeed Technologies.xlsx Vendor Forms - Signatures - Lightspeed Technologies.pdf Vendor Questionnaire - Lightspeed Technologies.pdf

Full price schedule on file with CPC.



#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Gregory C. Ryerson, Kristine E. Calvin, Kerrie Denner, Katrina M. Green of Portland, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this \_\_\_\_\_\_\_ 30th \_\_\_\_\_\_\_ day of \_\_\_\_\_\_ March \_\_\_\_\_\_ 2020

SUA

March

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this	30th	day of	_
---------	------	--------	---

2020 , personally came before me,

Alan Pavlic

OLD REPUBLIC SURETY COMPANY

President

and <u>Karen J Haffner</u>, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



My Commission Expires: <u>September 28, 2022</u> (Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77 4600

ORSC 22262 (3-06)

CERTIFICATE



Signed and sealed at the City of Brookfield, WI this

Durham & Bates Agencies Inc

Bond No. N/A

#### BID BOND The American Institute of Architects. AIA Document No. A310 (February, 1970 Edition)

Lightspeed Technologies, Inc. KNOW ALL MEN BY THESE PRESENTS, that we

as Principal hereinafter called the Principal, and Old Republic Surety Company

a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety, are held and firmly bound unto Cooperative Purchasing Connection

as Obligee, hereinafter called the Obligee, in the sum of Two thousand five hundred and no/100---

Dollars (\$2,500.00 ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #21.1 - Sound Amplification Solutions

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount farmal Obligee may in good faith contract with another party to perform the Work covered by said bid, the shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th

day of May

ichelle.

Lightspeed Technologies, Inc. Principal

722

Name/Title

Gregory C. Ryerson Witness

Old Republic Surety Company (Seal) Surety Attorney-in-Fact Kristine E. Calvin

CEA



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/30/2020

C B	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).									
	DUCER			CONTA NAME:		,			
	Irham and Bates Insurance				o, Ext): 503-22		FAX	( , No): 503-22	1_0540
	0 SW Washington St.			E-MAII			(A/C	5, NO): 505-22	1-0340
	e 250 rtland OR 97205-3554			ADDRE	ss: kellil@db				
					INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
				INSURE	RA: Traveler	s Property Ca	asualty Company of A	America	25674
			LIGHTSP-01	INSURE	кв: Charter	Oak Fire Ins.	Company		25615
	htspeed Technologies, Inc.			INSURE	RC:				
	htSpeed Technologies of Oregon In	C		INSURE	RD:				
	509 SW Herman Rd.	•		INSURE					
Tu	alatin OR 97062								
	VERAGES CER	TIEICAT	E NUMBER: 610765288	INSURE			REVISION NUMBE	:D.	
	HIS IS TO CERTIFY THAT THE POLICIES								
	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	QUIREMI PERTAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT	OR OTHER I	Document with re D herein is subje	ESPECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL SUB	R POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
A	X COMMERCIAL GENERAL LIABILITY		ZLP81M82246		7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000	0.000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED		,
	CLAIMS-MADE CCOR						PREMISES (Ea occurrent		
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							PERSONAL & ADV INJUI		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000	0,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$2,000		0,000
	OTHER:							\$	
A	AUTOMOBILE LIABILITY		BA1N793173 (exl. MA)		7/1/2019	7/1/2020	COMBINED SINGLE LIM (Ea accident)	IT \$ 1,000	0,000
	X ANY AUTO						BODILY INJURY (Per per		
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per acc	cident) \$	
	Y HIRED Y NON-OWNED						PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
A	X UMBRELLA LIAB		CUP7K399526		7/1/2019	7/1/2020			
			CUF7K399520		1/1/2019	111/2020	EACH OCCURRENCE	\$ 5,000	,
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$5,000		0,000
	X DED RETENTION \$ 10,000							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB6K733037		7/1/2019	7/1/2020	X PER C STATUTE E	DTH- R	
		N / A					E.L. EACH ACCIDENT	\$ 1,000	0,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPL	OYEE \$ 1,000	),000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY I	LIMIT \$ 1.000	0.000
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DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI		D 101 Additional Romarks Schodu	lo may b	attached if mor		ad)		
	RFP #21.1 - Sound Amplification Solution		D To I, Additional Remarks Ochedu	ie, may b	e attached if mor	e space is require	60)		
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CF	CERTIFICATE HOLDER CANCELLATION								
				ѕно	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES	BE CANCEL	LED BEFORE
				THE	EXPIRATIO	N DATE TH	EREOF, NOTICE WI		
	Cooperative Purchasing Co	onnectio	n		ORDANCE WI	TH THE POLIC	CY PROVISIONS.		
	1001 E Mount Faith Ave.	Sinectio	11						
	Fergus Falls MN 56537			AUTHO	RIZED REPRESE	NTATIVE			
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#### **Vendor Questionnaire** RFP #21.1 – Sound Amplification 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.

COOPERATIVE Purchasing

CONNECTION

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 <u>single PDF format</u> 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. <u>Qualifications & Experience</u>
- 3. Marketing & Partnership
- 4. Financials & Level of Support
- 5. <u>Warranty</u>
- 6. Industry-Specific Information
- 7. <u>References</u>
- 8. Additional Requirements\*

## **Company Information**

	Lightspeed Technologies, Inc.
Name of Company:	
Company Address:	11509 SW Herman Road
City, State, Zip code:	Tualatin, OR 97062
City, State, Zip coue.	
Website:	www.lightspeed-tek.com
Dhama	000 733 0000
Phone:	800.732.8999

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	David Solomon, CEO	LSBIDS@lightspeed-tek.com	800.732.8999
Contract Manager	Melissa Williams	LSBIDS@lightspeed-tek.com	800.732.8999
Sales Manager	Tony Zeikle	Tony.Zeikle@lightspeed-	800.732.8999
		tek.com	
Marketing Manager	Melissa Williams	LSBIDS@lightspeed-tek.com	800.732.8999
<b>Customer Service Manager</b>	Rhonda Wilson	Rhonda.Wilson@lightspeed-	800.732.8999
		tek.com	
Account Manager(s)	Ken Engstrom	Ken.Engstrom@lightspeed-	612.670.3203
		tek.com	

#### List will be responsible for receiving updated membership lists.

Name	Email	Phone
Michelle Dombek	Michelle.Dombek@lightspeed-tek.com	800.732.8999

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

Name	Email	Phone
Caecilia Friesen	Caecilia.Friesen@lightspeed-tek.com	800.732.8999

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

Name	E	mail			Phone	
Melissa Williams		Ielissa.Williams	@lightspeed-tel	ek.com	800.732.8999	

Identify any business types/classifications that your company holds. \*<u>Submit documentation in PDF format to verify</u> <u>business status</u>.

х	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: None		

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** (45 points)

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

Established in 1990, Lightspeed Technologies, Inc. manufactured aviation headsets and later professional wireless microphones for the entertainment industry. In 1994 Lightspeed introduced a line of high-quality classroom audio systems and made a total commitment to improve the learning environment for students. Lightspeed is a stable and reliable company with 30 years of experience in our market. We have served over 6,800 school districts in the United States with classroom audio. We enjoy an excellent reputation with our school-customers and vendors, many who have been with us since the very early years. We are proud of our customer service, and that includes how we treat our vendor partners as well as the end-user customer.

Regarding capacity and ability, Lightspeed has held over 700 contracts since 2006. Many of those have been awarded over consecutive contract cycles, demonstrating successful long-term compliance. We have many multi-state consortium contracts including a sole-awardee contract with CPC since 2007. Lightspeed has a long history of successful sales through contract purchasing. We have never failed to complete a contract.

Lightspeed has approximately 75 employees. Half are based in our Tualatin headquarters; the remaining employees are sales staff based across the country in order to serve our customers in their locales. Our corporate culture and ethos has resulted in many long-term, knowledgeable staff that provides outstanding service to your customers. Average sales employee tenure is more than 11 10 years.

Lightspeed's revenues have exceeded \$20,000,000 per year since 2006. The headquarters we own in Tualatin, Oregon consists of a 56,000 sq. ft. secured building with office and warehouse space. The majority of our product stock is housed in this location. Lightspeed has a dedicated supply chain staff and closely monitors our pipeline and inventory. Product is ordered monthly at minimum. While there are seasonal variances, we typically ship 700 – 2000 systems per month and keep 1-2 months of buffer inventory on hand to ensure we can meet our lead-time commitments. Our service/fill rate is 99%.

Lightspeed excels at applying innovative technology in order to design intuitive, effective classroom audio solutions that do not require teachers to change the way they want to teach. Our easy-to-use audio systems deliver optimum speech intelligibility, overcome classroom noise and provide crystal clear sound to all students regardless of where they may be seated or where the teacher may be standing. At Lightspeed, we build lifetime relationships with customers through knowledgeable and helpful local sales representation in each State, the best products backed by the best warranty and responsive customer service and support.

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

There are a number of ways to assess viability of a company. Business stability is address above. Regarding viability within our market: the most straightforward way to assess that is whether your customers believe your solutions are useful for their current needs. We have developed a tremendous reputation over many years for the way we conduct business and have recently served over 2,000 new and existing school districts nationally with our product solutions in the past 12 months. Additionally, as a technology company, we are continuing to invest in R&D as we listen to the evolving needs of classrooms across the United States and complement our product line with expanded functionality of existing products and the building of new product solutions. One very ecent example of this is our Mobile Connector which can be used to provide a clear and direct audio signal of the teacher's voice during the many virtual learning environments occurring across our nation currently due to COVID-19 social distancing mandates.

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

Since we are a hardware manufacturer, we do not currently have a subscription model that would objectivize customer retention the way a software manufacturer could measure. However, we have for years tracked our Net Promoter Score (NPS) which can be used to gauge the loyalty of a company's customer relationships. This is an objective measuring system where customers provide feedback on the service they receive. An NPS greater than 70 is considered as world-class customer service. Lightspeed's score for Q3 was 86. We consistently score mid-70s to 90.

4. Describe the number of agencies your organization, on average, provides sound amplification solutions for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?

Total unique districts served from January 2016 through December 2019 is 251. The average of unique districts served each of those years is 122.

#### 5. Is your organization able to service all areas within CPC's tri-state area?

X Yes No

**If NO, explain why your organization is not able to service a particular area and/or state.** Not applicable

# 6. List the other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in the tri-state area?

Lightspeed holds contracts with Sourcewell, PEPPM, National IPA, Buyboard (TX) and TIPS (TX) that can be used in your region; however all of those contracts are rarely used in the tri-state area. Lightspeed has a contract with Minnesota-based Sourcewell primarily in response to customer and sales staff requests to support needs in other areas.

Historically, this contract was sole awarded and Lightspeed agreed to treat its CPC contract as the default in the tri-state area, and to exclusively promote CPC, outside of the COOP where Sourcewell is headquartered. This arrangement has been a solid win-win for CPC and Lightspeed over the last thirteen years. We have worked well together and hope to continue. If this bid is sole awarded, Lightspeed is open to continuing this arrangement during the next contract period.

# 7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

We decline to provide a list but can share that we currently hold more than 50 active State, multi-state consortium and district-level contracts. Since 2006 Lightspeed has employed fulltime dedicated contract management staff and held over 700 contracts. Many of those, such as CPC, have been awarded over consecutive contract cycles, demonstrating successful long-term compliance.

- 8. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing through your company.
- Despite the May 8, 2020 revision to the Terms & Conditions, Lightspeed will continue to offer free shipping on this contract with no minimum purchase.
- When your members call Lightspeed, they will always talk with a helpful person who is an employee at Lightspeed and live staff from 7:00 a.m. to 7:00 p.m., CST. Every employee is committed to making you a customer for life and improving the learning environment for all children.
- Free evaluation program that provides a school the opportunity to try a classroom audio system: Lightspeed provides the audio system upon request. The system is used in a classroom for 45 calendar days. At the end of 45 days, the equipment is purchased or returned at Lightspeed's expense.
- Campus Coordinator program valued at \$700.00 offered to schools at no charge when purchasing 10 or more systems at a single location. This provides a selection of replacement/repair parts and training on basic troubleshooting to reduce potential downtime if there are simple product "problems" to resolve.
- Lightspeed-provided prepaid shipping labels if a purchased item needs to be advance replaced due to damage in shipment or out of box failure.
- Equipment may be returned within 30 days of the invoice for a full refund of the purchase price.
- Trade in & Recycle Program: Members can receive \$100 credit if trading in a classroom audio system toward the purchase of any new system.
- Refurbished product program: Lightspeed periodically makes available lightly used systems for an additional 20% discount, with a full warranty. This program is only available when the contract permits. Further information is provided in the Exceptions section of this document.
- Lightspeed provides onsite teacher/user training to District personnel at no additional charge. Teachers/end-users will be able to:
  - Understand the primary benefits of classroom audio systems and small group instruction systems
  - Identify and operate all the controls and indicators on the transmitters and amplifier
  - Adjust the volume for the microphones and other audio devices (Computer, TV, DVD, VCR, etc.) connected to the amplifier
  - Operate Lightspeed app remote control
  - Understand proper transmitter charging procedures
  - Properly position the microphone for optimal voice pickup
  - Connect a personal FM system to the amplifier if needed
  - Identify and correct common types of operational problems (first-level problem solving)

Initial On-Site Training will be performed by the Lightspeed Territory Manager. The training will include a video on the research and benefits of the audio system and its operation, simple troubleshooting guidelines, and incorporating the

audio into teaching styles. For new users after initial teacher training, the training will include system operation, simple troubleshooting guidelines, incorporating the audio system into teaching styles and a video on the research and benefits of audio systems. Easy-to-follow user guides are also included on our website for use at any time. Please visit www.lightspeed-tek.com for more information.

9. 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).

We would not exempt any of CPC's eligible members.

#### Marketing & Partnership (25 points)

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

In today's data-driven world, many of our customers are now pre-researching our products via our robust website, personal referrals and other self-initiated methods; and are ready to order at the first phone call or email. Other customers would like a Consultant visit or to talk with staff to answer their questions. We respect and support each style of customer to ensure they receive what they want, in the method they prefer.

We do believe that our strongest "direct marketing tool" is our employee sales force. The majority of our competitors use resellers and integrators to sell their products. Lightspeed decided many years ago to invest in an employee-based sales force. This ensures that our products are sold and serviced correctly and full focus on how to best use the products to enhance the learning experience. Our employees spend a substantial amount of time on the road, meeting district and school staff face to face to promote and educate them on our products.

When a customer contacts Lightspeed, our staff invest all the time necessary to ensure the customer is receiving an appropriate product for their application, correctly configured. The customer may contact their local Territory Manager, or our Sales Support staff at the corporate office via phone, fax or email, based upon the customer's preference. For those who call HQ, Lightspeed has "live" staff to answer customer calls from 7:00 a.m. to 7:00 p.m. CST.

Our rapid and regular product updates, changes and new releases also provide opportunity to reach out to customers. Lightspeed is known for our rapid product development and regular improvements. Since we introduce new products frequently, we use that opportunity to reach out and ensure our customers are aware of all products available to them so they can make an informed purchasing decision. Our primary channels for this are our website, trade shows and our local Consultants. When we are visiting customers and prospects, we thoroughly review all of their options and educate them on new product offerings. We also work very proactively with organizations such as yours to make sure the products are available, in accordance with the terms and conditions of the agreement (e.g. product updates, as contractually permitted.)

# 2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.

Marketing pieces, mailings and "campaigns" are not a significant part of our selling effort. Data shows prior popular methods like postcard mailings have become less effective as we are so inundated with information. We instead invest those dollars in well-cared for employees who have strong local networks of customers (reminder that our average sales employee tenure is more than 11 years); product development that meets customer requests and needs; and top-quality durable products. Though our warranty for most items is 5 years, the majority of our products are still being used 8-10 years after purchase. With that kind of product quality and customer service, we have not needed to rely on promotions to sell our products.

In the last three years we have been building/implementing an inside sales group to reach out directly to smaller districts, older customers, etc. but with the recent economic downturn that campaign has been reduced. We have also invested in social media efforts, digital campaigns and other more-recent technologies to increase our brand awareness in the K-12 sector.

Trade shows have also been a major "marketing" emphasis for Lightspeed, which will be described below.

3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.

Lightspeed has participated in 150-200 local, regional and national trade show for each of the last three years. Trade shows have been an important aspect of our sales and promotional efforts for many years and as such, we support that effort with dedicated trade show staff. It would be unwieldy to list all the shows but below are key events we have participated in that might be of interest to CPC:

North Dakota: NDSBA, NDCEL, NDATL

South Dakota: SDSSA, ASBSD/SASD

Minnesota: MN TIE (now called Impact Education by Sourcewell), MASA, MASBO, MSBA, MASA/MASE, MESPA Regional/National: ISTE (International Society of Technology in Education), TCEA (Texas Computer Education Association), CUE, SLATE (School Leaders Advancing Technology in Education)

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

Lightspeed will emphasize our long and successful partnership together as your long-time awarded vendor. If a district wishes to use a contract, the CPC contract will be our recommended contract of choice.

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

As previously stated, we have been CPC's awarded vendor for 13 years. That plus the long tenure of sales staff at Lightspeed ensures our people are very familiar with this contract and Terms and Conditions that go with that sales channel in general. Our current Territory Manager in your area, Ken Engstrom, has been with Lightspeed for almost 14 years and is extremely familiar with the details of the contract. Should there be a staff change, new sales staff receive training from the Bid & Contract Manager regarding contract promotion, usage, popular contracts in their territory and where to locate key terms, conditions and pricing via our cloud-based ERP. As we have a long and effective partnership, the transition to a new contract is expected to be smooth. Lightspeed has two Bid & Contract staff members who communicate information and provide liaison services between customers, Lightspeed departments, and CPC staff when needed.

#### Financials & Level of Support (30 points)

#### 1. Describe how your organization works with agencies to determine payment terms.

For context, more than 95% of our sales are to K-12 school districts. For educational entities, set terms are Net 30 with a \$500K credit limit. Agencies such as a library, police department, government offices are also Net 30 with a \$5K limit; as are parent groups (PTA, PTO, etc.), service groups such as Quota Clubs, and member/user Assisted Living Facilities.

2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?

Lightspeed accepts P-cards and credit cards for purchases up to \$50,000. Orders larger than that can be approved on a caseby-case basis. No fees are assessed for purchasing via this method.

# 3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

Orders can be received by fax and email 24 hours per day; by phone from 7:00 a.m. to 7:00 p.m. CST. When a customer contacts Lightspeed, our staff invest all the time necessary to ensure the customer is receiving an appropriate product for their application, correctly configured. (There can be misunderstandings on product specifications and configurations, particularly if a different party is making the order than will be the end user – for example, a purchasing officer ordering vs. school principal who has spoken with the sales representative.) If the entity requests or requires it, a written quote is provided. From the quote, usually a purchase order is generated from the customer and received by our Sales Support Department. Our staff again review the items requested to ensure the customer will get what they need and want, and that the order is clear. If calls or emails are necessary to clarify, this occurs. Purchase orders are processed in no more than 24 hours, usually less. Simple/small orders are fulfilled the same or next-day by our Tualatin, OR fulfillment staff and shipped out immediately. Larger or more complex orders are fulfilled as per the delivery lead times given elsewhere in this bid. In the rare instance of a back-order or out-of-stock item, the customer is notified by email if an email address was provided.

We do not use a dealer network.

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

Pricing is the same as offered to individual education, government, and nonprofit agencies.

X       Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.         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
<b>If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:</b> The pricing and terms offered are the same as is provided to other cooperative purchasing consortiums. As many consortium contracts' terms and conditions include language requiring a guarantee that the pricing offered is the same or better as offered to others, in effect we must offer the same to all to ensure we meet this requirement for each individual contract.
5. 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?
<u>Yes</u> <u>X</u> 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. Not applicable
6. 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. Not applicable
Warranty (35 points)
1. Describe your company's ability to provide maintenance and support services for the proposed products. Describe how a participating agency would seek maintenance and obtaining required pieces should equipment fail.
Lightspeed desires for the purchase and ownership experience to be clear and simple. There are no hidden or tacked-on maintenance fees, services or programs.

As Lightspeed's main system components are warrantied for five years, an extended warranty is not necessary. The full warranty document is provided in the question below. Our full warranty document for all products is two pages. Our goal is to provide transparent and understandable warranty information. Our product information (specifications, data sheets, etc.) is published and also made available via our website: www.lightspeed-tek.com.

The quality and simplicity of our products means most technical support and warranty issues can be handled via the phone or email by the full-time employees on our Oregon-based Technical Services team. Live troubleshooting with staff is available Monday through Friday from 5:00 a.m. to 5:00 p.m., Pacific Time. In most cases, issues are small and can be resolved by phone, email or chat thus preventing time-consuming returns. In the event of a more complex product performance issue, Lightspeed offers Warranty Advance Replacement and 48-hour turnaround on repairs to ensure timely service. Your local Territory Manager can also be available to help where necessary to assist in the field with sales and service related issues.

To quantify the speed and service of this program, Warranty Advance Replacement means that if customers experience an issue with their system, a Lightspeed Technician will troubleshoot over the phone. If the system or component requires service, a replacement will immediately be sent to the customer to minimize downtime. Customers will receive replacement product(s) within 2-3 business days along with a prepaid return label so malfunctioned equipment can be returned to Lightspeed. Any replacement equipment will be of the highest quality and remain covered under the original warranty.

Response time commitments/capabilities: We are committed to a 48-hour return time for all of our customer repairs. For warranty repairs Lightspeed pays for 3-day shipping both ways throughout the contiguous 48 states. For out of warranty repairs the customer is responsible for shipping products to our headquarters; but we pay for the shipping back to the customer at the same priority that we received it (Ground, 3-day, 2-day, Next day).

# 2. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure.

Lightspeed's top priority is ensuring optimal system operation, resulting in minimal downtime for our customers. Our broad product warranties are standard with every Lightspeed system purchased. Below is our full warranty language:

# Warranty Information:

Activate and Classroom Audio Systems (Activate Station, Redcat Access, Topcat Access, 955 Access, Access Link, Multimike, Redcat Presenter Kit): Lightspeed's classroom audio products are under warranty for five (5) years. Components of the five (5) year warranty include:

- Warranty on primary components including: amplifier, charging station, group speakers, and remote is five (5) years.
- Warranty on Access microphones and Mobile Connector is five (5) years.
- Warranty on Infrared microphones, Infrared microphone charger, lapel and earset microphones is one (1) year.
- Warranty on Lightspeed NiMH rechargeable batteries is one (1) year.
- Warranty does not extend to finish, appearance items, or malfunctions due to abuse or operation other than specified conditions, nor does it extend to incidental or consequential damages. Repair by other than Lightspeed or its authorized service agencies will void this warranty. Information on authorized service agencies is available from Lightspeed Technologies, Inc.
- Immediate replacement of system or components requiring service will be sent to customer to minimize system downtime (see Warranty Exchange section below).

Installations: Warranty information for workmanship and cabling included in a Lightspeed installation

- Warranty on cabling to be free from defects for one (1) year from date of installation
- Repair or replacement at Lightspeed's option any defective cabling materials provided by Lightspeed
- Warranty on workmanship of installation for one (1) year from date of installation
- Does not cover damages resulting from accident, misuse or abuse or lack of reasonable care of materials
- Does not cover damage resulting from work performed by other companies (i.e. HVAC, Fire Alarm, Sprinkler, etc.)

# Warranty Exchange:

Lightspeed has a Warranty Exchange Program in place for all Activate and Classroom Audio systems within the warranty period. If customers experience an issue with their system, a Lightspeed Technician will troubleshoot over the phone. If the system or component requires service, a replacement will immediately be sent to the customer to minimize downtime. Customers will receive replacement product(s) within 2-3 business days along with a prepaid return label so malfunctioned equipment can be returned to Lightspeed.

Any replacement equipment will be of the highest quality and remain covered under the original warranty.

# Service Guidelines:

Lightspeed systems are directly supported and serviced at our service center and company headquarters in Tualatin, Oregon. Customers always have the option of calling to speak with a service technician to identify and resolve any issues at no additional charge. Lightspeed also offers an on-line service request form customers can complete and a service technician will contact them at the customer's preferred time and convenience.

Regular Warranty items will be evaluated and usually repaired and shipped within 48 hours.

# Charges:

- A purchase order or credit card number must be received prior to doing "For Charge" service work.
- "For Charge" work will be completed as quickly as possible, usually within 48 hours of receipt of a hard copy of the purchase order or credit card number.
- There is a \$100 per hour fee with a \$50.00 minimum repair charge for non-warranty repairs.

New or additional items purchased through the Service Department will be charged shipping and handling, such as additional batteries or other components not sent in for repair.

Lightspeed also offers an on-line interactive troubleshooting tutorial of our systems at www.lightspeed-tek.com.

3. Do all warranties cover all products/equipment parts and labor?
Yes No
<b>If NO, describe the exceptions to coverage.</b> Yes, it covers all products. Yes, it covers parts and labor in almost all situations. See Warranty language above.
4. Do warranties impose usage limit restrictions?
<u>X</u> Yes No
<ul> <li>If YES, describe the restrictions.</li> <li>As per the above statement, there are reasonable limits on coverage: <ul> <li>Warranty does not extend to malfunctions due to abuse or operation other than specified conditionsRepair by other than Lightspeed or its authorized service agencies will void this warranty. Information on authorized service agencies is available from Lightspeed Technologies, Inc.</li> </ul></li></ul>

- Does not cover damages resulting from accident, misuse or abuse or lack of reasonable care of materials
- Does not cover damage resulting from work performed by other companies (i.e. HVAC, Fire Alarm, Sprinkler, etc.)

5. Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes No

#### If NO, describe why travel and mileage are not covered.

Not applicable. Issues that cannot be repaired by phone/email troubleshooting are returned to Tualatin, OR for repair. There are times when the local Territory Manager may be able to assist. In that event, there is no charge for time or mileage. It is an included service.

# **6.** List any additional limitations or circumstances that would not be covered under your warranty? Noted above

7. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?

Not applicable. Lightspeed will sell and service products sold anywhere in the tri-state region. Issues that cannot be repaired by phone/email troubleshooting are returned to Tualatin, OR for repair. There are times when the local Territory Manager may be able to assist. In that event, there is no charge for time or mileage. It is an included service.

# Industry Specific Information (100 points)

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

Our product solutions are designed with purpose and are continuing to be enhanced and improved to meet changing needs in the classroom. We have introduced a number of highly innovative platforms and products over the years that came directly out of our research in the classroom including:

• Wireless Platform – Operating now with Access Technology which is on a 1.9gHz spread spectrum, all our full classroom audio solutions have moved away from the inherent challenges of infrared technology to this more stable and robust wireless platform. It can be used within any classroom configuration (including large and open spaces) and at long distances. It provides two-way communication and operates on a bandwidth that eliminates

interference with other classroom technology. Finally, it scales to all classrooms, instructional strategies and technologies.

- **Microphone Technology** We produced the first pendant microphone built specifically for the teacher that eliminated all wires, dramatically improving performance and reliability. This has been followed by multiple iterations to reduce the lanyard microphone size for improved comfort and convenience.
- **Flat-panel Speaker Technology** This technology is designed for high speech clarity and even distribution of sound throughout a classroom from a single speaker. This solution not only improves speech intelligibility, but also dramatically reduced installation costs.
- Redcat (all-in-one classroom audio system) provides full room classroom audio with no installation.
- **Topcat** (installed and integrated single-speaker classroom audio solution) combines flat-panel speaker technology with traditional cone speaker to deliver both high speech intelligibility with even distribution of sound with rich, multimedia audio from just a single speaker in the ceiling.
- **955** (traditional amplifier on 1.9gHz platform) Amplifer which can be integrated into traditional ceiling-mounted cone speakers, wall-mounted cone speakers, or the Lightspeed TCQ single-speaker application. This amplifier is a great solution for schools with existing classroom speakers that desire to add teacher voice amplification.
- Wireless media connector a wireless device that sits next to the teacher computer and transmits audio from multimedia devices (computer, smart device, DVD, etc.) to be played through the classroom speaker wirelessly, eliminating costly and inconvenient wire runs.
- Activate System based on the Access Technology platform, this patented solution is the only bi-directional classroom audio system designed for small group learning. The Activate System uses our existing classroom audio platform (Redcat, Topcat, 955) and adds two-way audio pods for small group instruction, giving teachers in-the-moment insights into the authentic interaction of students. It allows the teacher to increase their connection with students and provide redirection, reinforcement of the learning process, tailoring of the instruction, and most importantly, the chance to hear students shining in their peer-to-peer interactions. It then also allows for the sharing of student insights from the comfort of their group for the entire classroom to appreciate. Additionally, the Activate System provides two channels of Bluetooth for wireless streaming from the teacher's computer or device.
- Access Link This device enables you to add wireless microphones to virtually any existing amplifier and speaker system. It adds two microphones to a Lightspeed amplifier or third party solution. It also scales with the Activate System for classrooms wanting to add bi-directional audio pods for small group learning.
- **Multi Mike** Similar to the Access Link, this device enables you to add up to five wireless microphones to an existing audio system. This solution is ideal for large classrooms, professional development training, community meetings or boardrooms. By combining two Multi Mike Systems with an existing Lightspeed amplifier/microphone solution, an integrated system can have as many as twelve (12) total lanyard or share microphones.
- **Mobile Connector** Particularly applicable in our current virtual learning environment due to COVID-19, the mobile connector allows for the clear transmission of audio to the teacher's computer. It can be used for video recordings as well as live teaching sessions. It is also scalable and can be added to any classroom audio system to enable wireless Bluetooth streaming from a teacher's mobile device or laptop.

We will continue to build upon this robust foundation to produce solutions that will serve the teaching and learning environment for the future.

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

In prior questions we pointed out differentiators such as our employee-model for sales, deep experience and long tenure of sales team, well-known history of excellent customer- and technical-service staff and policies. The following will focus on products and philosophy.

While many classroom audio manufacturers have invested little recently in teaching and learning solutions and moved towards school infrastructure solutions, Lightspeed remains committed to providing classroom solutions that make a direct impact on the teaching and learning environment. Therefore, all our solutions have a direct correlation to making the teacher more effective and students more successful. We also have the strong belief that our solutions should be as easy as possible to implement and maintain. We believe that the easier we make the products to use, the more teachers and students will benefit.

We were the first manufacturer to move away from infrared for classroom audio and fully embraced 1.9gHz technology for their wireless transmission. This access technology basically eliminates classroom interference that is much more prevalent with infrared and also allows the transmission of the signal in larger, open spaces without risk of dropout. It is a much more stable wireless platform, and school districts are very pleased with the opportunities 1.9gHz spread spectrum access technology provides within their classrooms and learning spaces.

Our flat panel speaker continues to be a consistent differentiator of our full classroom audio solutions. This speaker is designed specifically for speech intelligibility so that the teacher or student will not only be heard (amplified) in the classroom but will also be understood. By utilizing a speaker that accentuates the soft consonants (integral to speech intelligibility), we ensure that all students benefit from not only hearing but also understanding the content. By providing a single speaker sufficient for complete distribution of sound within the classroom, we are also able to provide a solution that eases the amount of installation in the classroom. This is accomplished either through non-installed solutions like our Redcat Access which provide a uniform amplification of sound throughout the entire classroom, or our Topcat System that does the same through a single-speaker, drop-ceiling application that does not require any wire runs up and down the walls for a simplicity of design that also provides full multi-media capability and connectivity.

We are also the only manufacturer that has taken classroom audio to the next step in classroom instruction through our Activate System. Many school districts are leading their classroom pedagogy away from full classroom, lecture-style instruction throughout the course of the day and moving towards small group or project-based learning. In this model, having the teacher's voice amplified so that all the students can hear becomes less important, and what becomes critically important is for the teacher to hear the authentic communication of the students in their groups. Our Activate System allows for the communicating of this information between the teacher and small groups in a way no other technology can provide.

We find that our solutions last a long time in the classroom. While our warranty on our systems (including microphones) is five years, the average lifespan of a Lightspeed classroom audio system is 8-10 years. Our service team is a significant differentiator for us. While our competition often relies on resellers to support their products, we are committed to making sure school districts are able to maximize their technology investment with us through direct support. This includes having a live person to call and talk to, providing advance replacements, and paying for the shipping of products both ways. Much of our customer loyalty has been the result of both the quality and durability of our products along with the support they receive after the sale.

We also regularly provide free training. While our technology is very easy to use, we encourage schools to allow us to come and physically meet with their teachers (either as a group or individually) so they understand why this technology is important both to them and to their students. We also then walk through the basic functions of the system including the charging of microphones, volume levels and controls, and the integration of media with the system. This training can happen not only immediately after systems are purchased but also throughout the lifetime of the solution.

# 3. Describe the power/source connection for your proposed sound amplification solution(s). Describe any additional connection features that your solutions provide (i.e. multimedia connectivity, ADL outputs).

Lightspeed's classroom audio systems are powered by a 24V/2.5A or 24V/1.75A external power supply (depending on the product) with removable AC power cable.

All Lightspeed classroom audio systems feature 1-4 audio inputs (depending on product) for connection to other classroom multimedia sources such as computers, mobile devices, video displays, etc. This enables all multimedia audio to be played through the Lightspeed speaker, ensuring excellent clarity and even distribution of sound. Additionally, Lightspeed offers an optional wireless Media Connector, which interfaces directly to an audio source and wirelessly transmits that signal to the Lightspeed speaker(s) to minimize cable runs and installation cost.

In addition to interfacing with classroom multimedia, Lightspeed's audio systems also include an audio output to interface with Assistive Listening Devices (ALD). This output signal connects to the child's ALD transmitter, sending the teacher's voice directly to the students headset or hearing aid. When connected, it allows the teacher to just wear the Lightspeed microphone to address the whole class through the audio system and also broadcast directly to the hearing impaired child.

4. Describe the type of frequency used by your sound amplification solution(s) and how feedback and other frequency waves are mitigated from cutting in or over a sound wave. Describe if Bluetooth connectivity is possible and if there are any concerns to be addressed with your proposed solution.

Lightspeed's Access Technology utilizes spread spectrum, frequency-hopping technology to avoid interference. It operates in a dedicated 1.9 GHz frequency band that was designed specifically for audio and create clear operation that is immune to interference from other common wireless sources such as Bluetooth and Wi-Fi devices.

In addition, we offer Bluetooth streaming through either our Activate System or Mobile Connector solutions. The Activate System allows for two channels of Bluetooth. One channel is often used for the integration of our free Activate app (LS Activate on IOS or Android) to operate small group pods, and the other channel is used for traditional Bluetooth streaming

of audio. If Bluetooth streaming is desired without small group pods, the Mobile Connector is the ideal solution to meet this need and can be added onto any of our existing classroom audio solutions.

#### 5. Describe how and if your solution can integrate with current facility sounds solutions and to what extent.

Lightspeed's audio systems, while intentionally dissimilar from paging and life safety communication systems can interface together with those systems. For schools with built-in 70V paging systems, Lightspeed's classroom audio systems can passively interface with that PA system and will mute all its audio (microphones and multimedia) when a page is broadcast, ensuring important building announcements are never missed.

Building communication systems can also be connected directly to the Lightspeed amplifier in many instances (eliminating the need for a dedicated paging speaker in the classroom) for districts that desire a single speaker to serve a dual-purpose. While effective, this is not a supported application for life-safety communication systems.

6. Describe if your sound amplification solutions require software to operate and run the system. Describe all costs associated with this software/service.

In general, Lightspeed's systems do not require software to operate and run the systems. However, the Activate small group audio system does utilize a mobile application for control of the system. This application is a free download for any iOS or Android device.

7. Describe how your sound amplification solutions coordinate or work in conjunction with life safety requirements (i.e. emergency notifications).

Beginning in 2021, Lightspeed will add the capability to generate an alert notification from the teacher's microphone. This function can interface with a wide range of building safety and security solutions to notify the front office and/or authorities in the event of an incident or emergency.

Also beginning in 2021, Lightspeed will add the capability to interface with building fire alarm systems to mute (or duck) all audio in the classroom when the fire alarm is active.

# 8. Describe in detail how the installation is performed by your employees or by subcontractors. Describe any required certifications, etc. require for installation.

Many of Lightspeed's most popular products do not require installation (e.g. the services of an electrician or even an installer). They are effectively "plug and play" and can be set up by the district/school personnel themselves - with full support from Lightspeed if needed or desired. We do, however, still manage an average of 200 installation projects per year. These vary from single system installs to entire school implementations.

The Lightspeed installation management team is lead by employee Ray Young, who is a licensed low voltage contractor in multiple states, a BICSI RCDD, and has successfully managed projects of of this nature for over 30 years. Ray works closely with our sales team, school district customers and installation contractors across the nation to provide standard and unique solutions to classroom audio implementations.

When Lightspeed includes installation as part of a bid response, the scope of work is only for the physical installation of products that we manufacture. Lightspeed does not self perform installations but rather hires local contractors, typically those recommended by the school district, to perform installation of our products. The work may include low-voltage electrical, such as what is required to wire speakers to an amplifier or DC power to one of our devices. Lightspeed is not a licensed electrical contractor and as such, installation of electrical power outlets or hardwiring of systems to building mains is not included in our scope of work.

We require that our installers be certified and comply with all local, state and federal licensing regulations. We also require that they are trained and certified by Lightspeed personnel to install our systems as it is our desire that our solutions are successfully integrated and implemented into your classrooms for your teachers and students.

As you have requested "detail" on how the installation is performed, below is an outline of our standard installation process.

When installation is included with an order our local Lightspeed representative will first verify site conditions. Information gathered by our representative includes:

- District contact
- Site contact
- Hours of install availability
- Building numbers/names
- Room numbers

- Room dimensions
- Ceiling heights
- Ceiling types
- Wall types
- System location within classroom
- Raceway requirements, if any
- Local system integration requirements, if any
- Special site considerations/conditions
- Bill of Materials

This information is used to create a "Pre-installation Form" that's recorded electronically and presented to our installation subcontractor. When appropriate, our installation subcontractor will communicate with the school site contact to schedule the installation. Product will be shipped to the school site to coordinate with the installation date.

Lightspeed has high standards for our installation subcontractors. Subcontractors must, of course, meet the minimum training, licensing and insurance requirements. Cleanliness, timeliness, promptness and professionalism is required, along with customer satisfaction. Installations are performed according to local building code, published standards and district requirements. Our pool of subcontractors are typically contractors that are familiar with the local school district sites and processes and have already successfully performed technology projects for the district, in most cases.

Upon completion of the installation our installer will submit an electronic "Installation Completion form". This completion form will be sent to the school site contact for sign-off. The site contact would verify completion and note any punch list items on this electronic form. This site contact sign-off is then sent electronically to the district contact as proof of completion. If any punch list items exist, they will be addressed within 30 days of initially reported completion.

# 9. Describe any unique applications of your sound's amplification solutions.

While many of these applications have already been outlined in previous questions, we will expand, highlight and summarize several of these applications here:

- Media Connector: This device wirelessly connects audio from a panel, projector, computer, or other media source to the Lightspeed amplifier and speakers.
- Page First: Also called ducking, this feature allows for our installed audio systems to be muted when the paging system is activated.
- Paging Integration: We have an application brief which can highlight how our speaker can also be used as the paging speaker for districts desiring one speaker to serve a dual-purpose.
- Alert Notification: Beginning in 2021, Lightspeed will add the capability to generate an alert notification from the teacher's microphone. This function can interface with a wide range of building safety and security solutions to notify the front office and/or authorities in the event of an incident or emergency.
- Fire alarm mute: Also beginning in 2021, Lightspeed will add the capability to interface with building fire alarm systems to mute (or duck) all audio in the classroom when the fire alarm is active.
- Small Group Learning: Our Activate Systems allows in the moment group learning through two-way communication from the teacher using an app and earbud from the microphone with a pod placed within student groups. The teacher can select individual pods throughout the classroom and even outside the classroom (outside collaboration area or adjoining classroom) to quickly assess engagement and learning acquisition.
- Mobile Connector: This microphone can be used for virtual learning environments so the teacher can deliver a clear audio signal to students and not be dependent on the computer microphone audio. It also is adaptable for the application and use of Bluetooth streaming within the classroom.
- Access Link: This system can be applied to add microphones to an existing amplifier. Could help in large collaboration areas, libraries, and even some gymnasium applications.
- Multi Mike: This system is designed to add microphones to an existing amplifier. It is often used in boardroom applications allowing school districts to have a functional and efficient amplification solution at the fraction of the cost of high-end pro audio solutions.

# **10.** Describe in detail your proposed exchange and return program(s) and policy(s).

Warranty Exchange:

If customers experience an issue with their audio system, a Lightspeed Technician will troubleshoot over the phone. If the system or component requires service, a <u>replacement will immediately be sent</u> to the customer to minimize downtime. Customers will receive replacement product(s) within 2-3 business days along with a prepaid return label so malfunctioned equipment can be returned to Lightspeed.

Any replacement equipment will be of the highest quality and remain covered under the original warranty.

**Return Policy:** 

Any product may be returned within 30 days from invoice date for a full refund of the purchase price. The process for returning for credit is as follows:

- Call Lightspeed for a return authorization (RA) number.
- Upon receipt of number, send in product with RA number written clearly on the outside of the box.
- Exchanging equipment of equal or lesser value would not require an additional purchase order.
- If product is not in "like new" condition, Lightspeed will deduct an appropriate amount, upon Lightspeed's best judgment regarding damage to the product.
- If outside of the 30 days from purchase date, a customer may return product with a 15% restock fee, if product is in "like new" condition.

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

For each contract Lightspeed holds the Bid & Contract Department provides a standardized list of terms, conditions and other rules to our Sales Staff. When an order is placed via a contract, the order is checked against this list to ensure compliance. All of the staff who do this checking are at headquarters with the B&C staff so it is very easy to communicate questions or concerns, and seek any needed clarification. From time to time errors do occur and the Bid & Contract Manager is immediately notified if, for example, there is an accidental sale at the wrong price, or an off-contract item is sold. CPC is aware that we then proactively reach out in situations such as this, asking your preference for correcting the error. The Bid & Contract Manager also reviews reports and fee payments, seeking anomalies or errors prior to approval for payment. Finally, as mentioned previously we have long term employees well familiar with this contract which also minimized potential for error or misapplication.

# Exceptions & Deviations (10points)

- **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

Page 9, Equipment & Supplies: Requirement that all products must be new. Alternate: Regularly purchased products are new. However, periodically Lightspeed has lightly-used or refurbished products (often unpurchased products from our demo program) that customers wish to buy. These would only be provided under the following parameters: there is a further 20% discount below the bid-price we have provided to you, the full Lightspeed warranty applies, the customer would be informed and given the option if they wanted a refurbished product or not.

Addendum 3, Removal of requirement to include shipping and handling. Alternate: Despite the recent change to the Terms & Conditions, Lightspeed will continue to offer free shipping if awarded this contract with the following clarification: Free shipping via ground service within the contiguous United States, with no minimum order. If a Customer requests expedited shipping, Customer pays the difference between Ground and the expedited service.

General Terms & Conditions, Delivery: Requirement that products be delivered within 5 days unless otherwise specified. Alternate: Lightspeed is able to deliver products no later than 13 calendar days ARO for quantities of one to 25 systems. Lead-times for various system quantities are as follows\*: 26-50 systems: 18 calendar days; 51-75 systems: 20 calendar days; 76+ systems: by arrangement with customer. These are our standard lead times and reflect maximum ground shipping days (e.g. cross-country from our Tualatin headquarters). Smaller orders and/or closer destinations will receive orders sooner than the standard times provided. Pricing Schedule, Pricing Tab – The provided worksheet is locked to calculate pricing to the penny based upon the percentage entered. Our pricing is rounded to the nearest dollar. Upon award, we will supply CPC with an accurate price list rounded to the dollar.

# References

Provide three (3) references that have purchased <u>products and/or services that apply to the scope of this proposal</u>. A contact name, phone number and email will be required.

Reference #1 – Business Name	Foley Public Schools
Product/Service Purchased	Redcats and installed systems of varied models
Year of Purchase	2007 through Current
Reference Contact	Ken Anderson, Board Chairman
Phone	320.968.7175
Email	kenellen@cloudnet.com
Reference #2 - Business Name	Virginia Public Schools
Product/Service Purchased	Redcats and installed systems of varied models
Year of Purchase	2007 To 2018
Reference Contact	Willie Spelts, Principal, Roosevelt Elementary School
Phone	218.742.3943
Email	wspelts@vmps.org
Reference #3 - Business Name	Bismarck Public Schools
Product/Service Purchased	Redcats and installed systems of varied models
Year of Purchase	2008 through Current
Reference Contact	Dr. Tanna Kincaid, Director-Technology
Phone	701.220.2347
Email	tanna_kincaid@bismarckschools.org

# **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 (15 points)

<u>Submit a marketing plan that would describe, at a minimum, the following:</u> 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.

1 - Pricing

# \*Please note this workbook has multiple tabs.

Instructions. Complete the following schedule for all sound amplification products and accessories. The form should be completed by the standards listed in the Technical Specifications. Additional rows may be added. Please note this is a required form.

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Lightspeed Technologies, Inc.

# **REQUIRED FORM**

Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Notes	Catalog List Price (MSRP)	Percent Discount	Net Price To Member	ce To Der
Classroom Audio Systems	All-in-one amplifier/receiver, power supply, and 1 Flexmike with battery pack.	Lightspeed	RCA-F	NA			\$1,487		\$ 1,1	1,159.86
Classroom Audio Systems	All-in-one amplifier/receiver, power supply, and 2 Flexmikes with battery packs.	Lightspeed	RCA-FF	NA	1		\$1,788	22%	\$ 1,3	1,394.64
Classroom Audio Systems	All-in-one amplifier/receiver, power supply, 1 Flexmike and 1 Sharemike with battery packs.	Lightspeed	RCA-FS	NA	1		\$1,831	22%	\$ 1,4	1,428.18
Classroom Audio Systems	All-in-one amplifier/receiver, power supply, 1 Flexmike, battery pack, and Media Connector.	Lightspeed	RCA-F-M	NA	1		\$1,800	22%	\$ 1,4	1,404.00
Classroom Audio Systems	All-in-one amplifier/receiver, power supply, 2 Flexmikes, battery packs, and Media Connector.	Lightspeed	RCA-FF-M	NA	1		\$2,101	22%	\$ 1,6	1,638.78
Classroom Audio Systems	All-in-one amplifier/receiver, power supply, 1 Flexmike, 1 Sharemike, battery packs, and Media Connector.	Lightspeed	RCA-FS-M	NA	1		\$2,144	22%	\$ 1,6	1,672.32
Classroom Audio Systems	Redcat Access amplifier/receiver, Activate charging station with Bluetooth, and 1 Flexmike with battery pack. Activate pods can be added as desired.	Lightspeed	RCA-F-ACT	AN	1		\$2,180	22%	\$ 1,7	1,700.40
Classroom Audio Systems	Redcat Access amplifier/receiver, Activate charging station with Bluetooth, and 2 Flexmikes with battery packs. Activate pods can be added as desired.	Lightspeed	RCA-FF-ACT	NA	1		\$2,481	22%	\$ 1,9	1,935.18
Classroom Audio Systems	plifier/receiver, station with Pexmike and 1 eld microphone with ivate pods can be	Lightspeed	RCA-FS-ACT	NA	1		\$2,524	22%	\$ 1,5	1,968.72
Classroom Audio Systems	Redcat Access amplifier/receiver with battery pack, Activate charging station with Bluetooth, and 1 Flexmike with battery pack. Activate pods can be added as desired.	Lightspeed	RCAB-F-ACT	AA	1		\$2,368	22%	\$ 1,5	1,847.04
Classroom Audio Systems	Redcat Access amplifier/receiver with battery pack, Activate charging station with Bluetooth, and 2 Flexmikes with battery packs. Activate pods can be added as desired.	Lightspeed	RCAB-FF-ACT	NA	1		\$2,669	22%	\$ 2,0	2,081.82

Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Notes	Catalog List Price (MSRP)	Percent Discount	Net Price To Member
Classroom Audio Systems	Redcat Access amplifier/receiver with battery pack, Activate charging station with Bluetooth, and 1 Flexmike and 1 Sharemike handheld microphone with battery packs. Activate pods can be added as desired.	Lightspeed	RCAB-FS-ACT	NA			\$2,712	22%	\$ 2,115.36
Classroom Audio Systems	Ceiling mounted all-in-one Access amplifier/speaker, 1 Flexmike microphone, rechargeable battery.	Lightspeed	TCA-F	NA	1		\$1,682	22%	\$ 1,311.96
Classroom Audio Systems	Ceiling mounted all-in-one Access amplifier/speaker, 2 Flexmike microphones, rechargeable batteries.	Lightspeed	TCA-FF	NA	1		\$1,983	22%	\$ 1,546.74
Classroom Audio Systems	Ceiling mounted all-in-one Access amplifier/speaker, 1 Flexmike microphone, 1 Sharemike microphone, rechargeable batteries.	Lightspeed	TCA-FS	NA	1		\$2,026	22%	\$ 1,580.28
Classroom Audio Systems	Celling mounted all-in-one Access amplifier/speaker, wireless Media Connector with power adaptor and cables, 1 Flexmike microphone, rechargeable battery.	Lightspeed	TCA-F-M	NA	1		\$1,995	22%	\$ 1,556.10
Classroom Audio Systems	Ceiling mounted all-in-one Access amplifier/speaker, wireless Media Connector with power adaptor and cables, 2 Flexmike microphones, rechargeable batteries.	Lightspeed	TCA-FF-M	NA	1		\$2,296	22%	\$ 1,790.88
Classroom Audio Systems	one Access eless Media adaptor and ophone, 1 , rechargeable	Lightspeed	TCA-FS-M	NA	1		\$2,339	22%	\$ 1,824.42
Classroom Audio Systems	Ceiling mounted all-in-one Access amplifier/speaker, wireless Media Connector with power adaptor and cables, and NO microphones.	Lightspeed	TCA-M	NA	1		\$1,631	22%	\$ 1,272.18
Classroom Audio Systems	Ceiling mounted all-in-one Access amplifier/speaker, Activate charging station with Bluetooth, 1 Flexmike microphone, rechargeable battery. Activate pods can be added as desired.	Lightspeed	TCA-F-ACT	NA	1		\$2,375	22%	\$ 1,852.50
Classroom Audio Systems	Ceiling mounted all-in-one Access amplifier/speaker, Activate charging station with Bluetooth, 2 Flexmike microphones, rechargeable batteries. Activate pods can be added as desired.	Lightspeed	TCA-FF-ACT	NA	1		\$2,676	22%	\$ 2,087.28
Classroom Audio Systems	Ceiling mounted all-in-one Access amplifier/speaker, Activate charging station with Bluetooth, 1 Flexmike microphone, 1 Sharemike microphone, rechargeable batteries. Activate pods can be added as desired.	Lightspeed	TCA-FS-ACT	ΥN			\$2,719	22%	\$ 2,120.82

1 - Pricing Schedule

Page 2

Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Notes	Catalog List Price (MSRP)	Percent Discount	Net Price 1 Member	Net Price To Member
Classroom Audio Systems	Ceiling mounted all-in-one Access amplifier/speaker, Activate charging station with Bluetooth, and NO microphones. Activate pods can be added as desired.	Lightspeed	TCA-ACT	NA	1		\$2,074	22%	\$	1,617.72
Classroom Audio Systems	Access audio amplifier w/4 audio inputs, power supply, 1 Flexmike microphone with battery pack, and NO speakers.	Lightspeed	955-F	NA	1		\$1,330	22%	\$ 1	1,037.40
Classroom Audio Systems	Access audio amplifier w/4 audio inputs, power supply, 2 Flexmike microphones with battery packs, and NO speakers.	Lightspeed	955-FF	NA	1		\$1,631	22%	\$ 1.	1,272.18
Classroom Audio Systems	Access audio amplifier w/4 audio inputs, power supply, 1 Flexmike microphone and 1 Sharemike handheld microphone with battery packs, and NO speakers.	Lightspeed	955-FS	NA	1		\$1,674	22%	\$	1,305.72
Classroom Audio Systems	Access audio amplifier w/4 audio inputs, power supply, 1 Flexmike microphone with battery pack, and TCQ Ceiling Speaker with plenum- rated speaker wire.	Lightspeed	955-FT	NA	1		\$1,530	22%	\$	1,193.40
Classroom Audio Systems	Access audio amplifier w/4 audio inputs, power supply, 2 Flexmike microphones with battery packs, and TCQ Ceiling Speaker with plenum- rated speaker wire.	Lightspeed	955-FFT	NA	1		\$1,831	22%	\$	1,428.18
Classroom Audio Systems	Access audio amplifier w/4 audio inputs, power supply, 1 Flexmike microphone and 1 Sharemike handheld microphone with battery packs, and TCQ Ceiling Speaker with plenum-rated speaker wire.	Lightspeed	955-FST	NA	1		\$1,874	22%	\$	1,461.72
Classroom Audio Systems	Access audio amplifier w/4 audio inputs, power supply, 1 Flexmike microphone with battery pack, and 4 DRQ Ceiling Speakers with plenum- rated speaker wire.	Lightspeed	955-FD	NA	1		\$1,530	22%	\$ 1	1,193.40
Classroom Audio Systems	Access audio amplifier w/4 audio inputs, power supply, 2 Flexmike microphones with battery packs, and 4 DRQ Ceiling Speakers with plenum- rated speaker wire.	Lightspeed	955-FFD	NA	1		\$1,831	22%	\$	1,428.18
Classroom Audio Systems	Access audio amplifier w/4 audio inputs, power supply, 1 Flexmike microphone and 1 Sharemike handheld microphone with battery packs, and 4 DRQ Ceiling Speakers with plenum-rated speaker wire.	Lightspeed	955-FSD	NA	1		\$1,874	22%	\$	1,461.72
Classroom Audio Systems	Access audio amplifier w/4 audio inputs, power supply, 1 Flexmike microphone with battery pack, and 4 WMQ wall speakers with plenum- rated speaker wire.	Lightspeed	955-FW	NA	1		\$1,530	22%	\$	1,193.40

1 - Pricing Schedule

Page 3

# **2 - Services Price Schedule**

# \*Please note this workbook has multiple tabs.

Instructions. Complete the tables below if your company offers the following services. Please note this is an REQUIRED form.

Responding Company's Name:		Lightspeed Technologies, Inc.	<mark>hnologies, Inc.</mark>		REQUIRED
Description	Standard Price & Rate	Discounted Price & Rates	Per Diem M Charges (if any)	Mileage Charges (if any)	Standard Price & Discounted Price Per Diem Mileage Charges Additional Discounts on Large Projects: Rate & Rates Charges (if any) (if any) Y/N, please detail if Yes.
Daodirat Installation Comission when	et 12E work house	V / W	V 1 V	V / IV	May be available, depending on the number of rooms and variations in
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<b>?</b> Ə		Rate	& Rates	& Rates Charges (if any) (if any)	(if any)	Y/N, please detail if Yes.
nco DCC	Most support is free. Please see Warranty		N/A	N/A	N/A	N/A
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	Docominition	Standard Price &	<b>Discounted Price</b>	Per Diem	<b>Mileage Charges</b>	Standard Price & Discounted Price Per Diem Mileage Charges Additional Discounts on Large Projects:
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oivi	Training services are provided at no charge. See Value-add Ouestion on the Vendor					
~~	Questionnaire.	No Charge	N/A	N/A	N/A	N/A
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	International and the second	Rate	& Rates	Charges (if any)	(if any)	Y/N, please detail if Yes.
services	Lightspeed has a strong local sales presence in your contract service area. Many of the activities that other vendors may charge for as "services" Lightspeed includes as part of our standard customer service model.	No Charge	N/A	N/A	N/A	A/A
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# \*Please note this workbook has multiple tabs.

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

me:
ny's Name
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Lightspeed Technologies, Inc.

# **OPTIONAL FORM**

Dollar Amount From	Dollar Amount To	Catalog/Product	Additional Discount Offered
10 units	19 units	Systems purchased on a single PO; excludes Accessories	3% (total of 25% off List)
20 units	49 units		5% (total of 27% off List)
		Accessories are sold at 22% off of List Price,	
		regardless of order size	

# Vendor Forms & Signatures RFP #21.1 – Sound Amplification 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.

COOPERATIVE Purchasing

CONNECTION

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):

Х	Addendum No. 1	Addendum No. 5
Х	Addendum No. 2	Addendum No. 6
Х	Addendum No. 3	Addendum No. 7
	Addendum No. 4	Addendum No. 8

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

Mal & Marchanger Authorized Signature

5-18-2020 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

Cooperative Purchasing Connection | 888-739-3289 | www.purchasingconnection.org

# **Contract Offer & Award**

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

COOPERATIVE Purchasing

CONNECTION

#### **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	Lightspeed Technologies, Inc.	Date	5-19-2020	
Address	11509 SW Herman Road	City, State, Zip	Tualatin, OR 97062	
Contact Person	Melissa Williams	Title	Bid & Contract Manager	
Authorized Signature	Mal 2 m	Title	CFO/COO	
Email	LSBIDS@Lightspeed-tek.com	Phone	800.732.8999	

#### 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 <u>www.wdol.gov</u>. 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 CFRR 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 <u>initialing the table</u> (1-12) and <u>signing below</u>, 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.

endor Certification (By Item)	Vendor Certification: YES, l agree or NO, l do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	u.
2. Termination for Cause of Convenience	Yes, I agree	ML
3. Equal Employment Opportunity	Yes, I agree	M
4. Davis-Bacon Act	Yes, I agree	146
5. Contract Work Hours and Safety Standards Act	Yes, I agree	My
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	W
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	M
8. Debarment and Suspension	Yes, I agree	M
9. Byrd Anti-Lobbying Amendment	Yes, I agree	Mb
10. Procurement of Recovered Materials	Yes, I agree	M
11. Profit as a Separate Element of Price	Yes, I agree	Mb
12. General Compliance with Participating Agencies	Yes, I agree	NL

# Lightspeed Technologies, Inc.

Name of Business

Marz Signature of Authorized Representative

Mark Grover / CFO/COO

Printed Name/Title

5-18-2020

Date

# Subcontractor Utilization Form

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

Solicitation Name:	Sound Amplification Solutions	
Solicitation Number:	#21.1	
Vendor Name:	Lightspeed Technologies, Inc.	

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

Company Name:	Olympic Communications
Street Address:	8201 Central Avenue Suite A
City, State, Zip:	Springlake Park, MN 55432
Telephone:	763.717.7000
Primary Contact:	Jeff McMonogal
Email Address of Contact:	jeff@olympiccom.com
Services to be provided:	<u></u>
Installation	
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:	

Cooperative Purchasing Connection | 888-739-3289 | www.purchasingconnection.org

# **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	Performance Bond of \$2,500 (Copy)	Submit as PDF
х	Pricing Schedule - Name of Company	Submit as an Excel document
х	Vendor Questionnaire - Name of Company	Submit as a PDF
х	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
х	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
x	Certificate of Insurance - Name of Company	Submit as PDF
x	<ul> <li>Additional Information – as required</li> <li>Business Type Certificate, if applicable</li> </ul>	Submit as PDF

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

Mdsm Authorized Signature

Mark Grover / CFO/COO

**Printed Name/Title** 

5-18-2020

Date



# **MARKETING PLAN**

Lightspeed employs a mix of different sales and marketing strategies to promote our solutions and reach prospective customers. Through each of these tactics, the promotion of our contracts is integral, providing our customers with the best value through a seamless purchasing experience.

#### **Contract Launch:**

This will be a challenge in this season as we are experiencing school districts heavily focused on issues related to COVID-19, distance learning and unique key activities that are required in this season – and rightly so. Simply put, we are experiencing districts not want to hear from us unless it is related to help and solutions in this crisis. As we are sensitive to our relationships and perception of customer service, we are respecting the space requested. However, as our Territory Manager has many and long relationships in the region, sales are still occurring and some contact is requested we will seek opportunities to let customers know we have been re-awarded this contract as appropriate.

#### Direct Sales Force as "Marketing":

As noted in our Vendor Questionnaire, Lightspeed not only designs and manufactures industry-leading products, we also have a highly professional and effective direct sales and marketing organization that we consider a "key marketing tool." This team gives Lightspeed both a strong national presence and a localized strategy to best fit each region, including identification and partnerships with key contracts. The territory managers are constantly meeting and networking with school administrators, principals and purchasing agents, providing opportunities to actively promote our CPC contract.

We want our customers to maximize their investment in technology. To that end, our territory managers work to provide them with the best value possible through great pricing and terms, promoting our CPC contract as a primary resource available to them. Territory Managers engage in:

- Face to face meetings with school Administrators, Principals, Purchasing Agents and other decision-making staff approximately 500 per year. Territory managers introduce Lightspeed's solutions, provide guidance to help identify the best solution to fit their needs, and promote contracts as a seamless purchasing method.
- Many large national trade shows (such as CEFPI, FETC, TCEA, NCCE, ASCD and ISTE) and more than 150 regional trade shows annually. At these events we actively promote Lightspeed's contracts, as relevant to the region and/or customers visiting.
- Presentations with school districts, architects and technology consultants such as "Lunch and Learn" events approximately 30 per year.

#### **Inside Sales Support:**

The next key opportunity to promote the contract occurs when customers call Lightspeed direct. Many orders, inquiries or requests for quote come to Lightspeed through our Sales Support Department. All members of the sales support group are well versed in available contracts for each geographic region and have easy access to terms and conditions. When a customer calls, there is an intentional effort to find the customer the best price/terms opportunity and offer it to them. It's just how we do things. As a result, when customers call from the tri-State area with a contract need but without a contract preference, they are going to be offered use of the CPC contract.



### Website and Social Media:

Thought Lightspeed does not list our actively held contracts on our website, we do have a strong and active web and social media presence.

- Regular social media posts on Twitter, Facebook, and LinkedIn
- Weekly blog posts from thought leaders, customers, and employees
- Email campaigns that deliver monthly messages to approximately 30,000-40,000 customers and prospects depending on content and prior interest levels. (See attached example of our May 2020 eNewsletter.)
- Quarterly training and informational webinars hosted by Industry experts and happy customers
- Tools and Resources: Web-based product training sessions available on-line for Customers to learn about Classroom Audio Technology. See <u>www.lightspeed-tek.com/support</u>.

#### Marketing Collateral Materials:

We are able to produce top-quality literature in partnership with CPC, if needed. In the Additional Information upload, we have included two examples of this: Myth of the Teacher Voice and 6 Benefits flyers.





**Cooperative Purchasing Connection** Tabulation Report RFP #21.1 - Sound Amplification Solutions Vendor: Marco Technologies, LLC

#### **General Comments:**

General Attachments: Additional Information - Marco.pdf Bid Bond of \$2,500.pdf Certificate of Insurance - Marco.pdf Exhibit A - Marketing Plan - Marco.pdf Pricing Schedule - Marco.xlsx Vendor Forms and Signatures - Marco.pdf Vendor Questionnaire - Marco.pdf

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Marco Technologies, LLC

4510 Heatherwood Road St. Cloud, MN 56301

OWNER: (Name, legal status and address)

Cooperative Purchasing Connection 1001 E Mount Faith Ave. Fergus Falls, MN 56537 SURETY: (Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183

#### BOND AMOUNT: Two Thousand Five Hundred

#### PROJECT:

(Name, location or address, and Project number, if any) Sound Amplification Solutions

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

Signed and sealed this 12th day of May

, **20**20

an

(Witness)

Witness

Marco Technologies, LLC

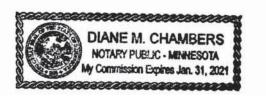
(Principal) (Seal) mon D SUS (Title) VP of Finance CEAS CASU Travelers Casualty and Surety Company of America HAR CONN (Surety) (Seal) Karla Deutsch-Hunt (Title) Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

# INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

# STATE OF COUNTY OF

On this	day of	,, before me
to me known to be the person		described in and who execute 1.41 C
bond, and acknowledged that	he	described in and who executed the forgoing
act and deed.	IIC	executed the same as free
		Notary Public
COR	PORATION ACH	NOWLEDGMENT
STATE OF COUNTY OF		
On this	day of	, , , before me
personally came		to me known
who being by me duly sworn, die	depose and say	; that he is the
	of	
the corporation described in and of said corporation; affixed by or signed his name thereto by like o	der of the Board	the above instrument; that he knows the seal of Directors of said corporation, and that he
		Notary Public
<u>St</u>	JRETY ACKNO	WLEDGMENT
STATE OF MINNESOTA COUNTY OF HENNEPIN		
On this12th	day of	May , 2020 , before me
appeared Karla Deut	sch-Hunt	to me personally known, who, being
duly sworn, did say that he is the	Attorney-In-Fac	t of Travelers Casualty and Surety
Company of America	of	Hartford, CT s the corporation seal of said corporation;
that the seal affixed to the foregoi	ng instrument is	s the corporation seal of said corporation;
that the said instrument was signe	d and sealed on	behalf of said corporation by authority of
the free act and deed of said Com	also acknowled	ge that he executed the said instrument as
the nee act and accu of salu Com	party.	



Dime Mr. Uhmber Notary Public



# **Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint KARLA DEUTSCH-HUNT of MINNEAPOLIS

, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, Minnesota conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

Bv: Robert L. Raney, Senior Vice President

On this the 17th day of January. 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

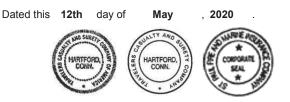
RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.



Kan E. Huytan Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 5/8/2020

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				CONTA		,			
Marsh & McLennan Agency LL	С			NAME: PHONE			FAX (A/C, No):	212 04	9 0140
6160 Golden Hills Drive			·	E-MAII				212-940	0-9149
Minneapolis MN 55416				ADDRE		rs@marshmm			
							RDING COVERAGE		NAIC #
			140000	INSURE	RA: Federal	Insurance Co	mpany		20281
Marco Holdings, LLC ; Marco T	echnologie	e	MARCO-2	INSURE	кв: Great No	orthern Insura	ance Company		20303
H.C.I. Data Corporation ; WWC	CLLC	5, LL	°	INSURE	R c : Chubb I	ndemnity Insu	Irance Company		12777
4510 Heatherwood Road				INSURER D : Indian Harbor Insurance Company			36940		
St Cloud MN 56301				INSURE	RE:				
				INSURE	RF:				
COVERAGES	CERTIF	CATE	E NUMBER: 345783315				<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE F INDICATED. NOTWITHSTANDING CERTIFICATE MAY BE ISSUED C EXCLUSIONS AND CONDITIONS C	ANY REQUI R MAY PER F SUCH POL	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	of an' Ed by	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	ст то \	NHICH THIS
LTR TYPE OF INSURANCE	INSI	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
B X COMMERCIAL GENERAL LIABIL CLAIMS-MADE X OCC			36036747		10/31/2019	10/31/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000 \$ 1,000	,
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000	,000
GEN'L AGGREGATE LIMIT APPLIES P	ER:						GENERAL AGGREGATE	\$ 2,000	,000
POLICY X PRO-	oc						PRODUCTS - COMP/OP AGG	\$ 2,000	,000
OTHER:								\$	
B AUTOMOBILE LIABILITY			73595771		10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
X ANY AUTO							BODILY INJURY (Per person)	\$	
	LED						BODILY INJURY (Per accident)	\$	
AUTOS ONLY AUTOS X HIRED X NON-OV							PROPERTY DAMAGE	\$	
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A X UMBRELLA LIAB X OCC			78181672		10/31/2019	10/31/2020		\$ 15,00	0.000
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	MS-MADE						AGGREGATE	\$ 15,00	0,000
DED         X         RETENTION \$ NIL           C         WORKERS COMPENSATION			71756310		10/31/2019	10/31/2020	X PER OTH-	\$	-
AND EMPLOYERS' LIABILITY	Y/N		71750510		10/31/2019	10/31/2020	STATULE	Stop (	
ANYPROPRIETOR/PARTNER/EXECUTIN OFFICER/MEMBEREXCLUDED?	<sup>(E</sup> N N/						E.L. EACH ACCIDENT	\$ 1,000	,
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	, ,	,
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	
D Professional / Cyber B Property A Crime (includes third party)			MTP903417703 36036747 82460715		10/31/2019 10/31/2019 10/31/2019	10/31/2020 10/31/2020 10/31/2020	Each Claim/Aggregate BPP & Stock (Blanket) Crime Limit	10,00 53,29 1,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) *This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Company D is subject to statutes and regulations of surplus lines carriers.									
The Professional Policy is not included in the Umbrella underlying policies. Property Policy includes \$500,000 Business Personal Property at any installation premises or temporary storage location. Property Policy includes \$750,000 Transit Limit/ \$10,000 Deductible. Automobile Policy includes \$1,000/\$1,000 Comprehensive & Collision Deductibles.									
See Attached									
CERTIFICATE HOLDER				CANO	ELLATION				
Cooperative Purcha	asing Conn	ectior	1	SHC THE	ULD ANY OF EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C. EREOF, NOTICE WILL E Y PROVISIONS.		
1001 East Mount F Fergus Falls MN 56	aith Avenue	9		АЛТНО		01	ingson	>	
					© 19	88-2015 AC	ORD CORPORATION.	All righ	nts reserved.

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AGENCY CUSTOMER ID: MARCO-2

LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Marco Holdings, LLC ; Marco Technologies, LLC H.C.I. Data Corporation ; WWCC LLC	
POLICY NUMBER		4510 Heatherwood Road St Cloud MN 56301	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

The Workers' Compensation Policy includes coverage in all states with exception of Monopolistic States (ND, OH, WA and WY). Policy includes Stop Gap coverage for the State of ND and WA (Employers Liability).

Crime / Employee Theft: \$1,000,000 Limit

ADDITIONAL NAMED INSUREDS: Wisconsin Wireless Communications Corp Enterprise Systems Group Critycal Services Management

# **Vendor Questionnaire** RFP #21.1 – Sound Amplification 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.

COOPERATIVE Purchasing

CONNECTION

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 <u>single PDF format</u> 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. <u>Qualifications & Experience</u>
- 3. <u>Marketing & Partnership</u>
- 4. Financials & Level of Support
- 5. Warranty
- 6. Industry-Specific Information
- 7. <u>References</u>
- 8. Additional Requirements\*

# **Company Information**

Name of Company:	mpany: Marco Technologies, LLC	
Company Address:	2906 Morrison Avenue, Suite #1	
City, State, Zip code:	Bismarck, ND 58504	
Website:	www.marconet.com	
Phone:	701.751.2860	

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	Dan Olk	daniel.olk@marconet.com	701.751.3860 x6943
Contract Manager	Angela Tyczkowski	angela.m.tyczkowski@marconet.com	701.751.3860 x7616
Sales Manager	Dan Pflepsen	danp@marconet.com	701.751.2860 x7750
Marketing Manager	Loni Jacobsen	loni.jacobsen@marconet.com	701.751.2860 x1929
Customer Service	Michael Meemken	michael.meemken@marconet.com	701.751.3860 x6985
Manager			
Account Manager(s)	Brenda Wall;	<u>brenda.wall@marconet.com;</u>	701.250.7166
	Dustin Bonn;	<u>dustin.bonn@marconet.com;</u>	701.751.3860 x2016
	Taylor Kirt	taylor.kirt@marconet.com	701.751.3860 x1921

#### List will be responsible for receiving updated membership lists.

Name	Email	Phone
Accounts Receivable	ar@marconet.com	800.847.3098

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

Name	Email	Phone
Stacey Moehrle	staceym@marconet.com	701.751.3860 x3047

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

Name	Email	Phone
Accounts Receivable	ar@marconet.com	800.847.3098

Identify any business types/classifications that your company holds. \*<u>Submit documentation in PDF format to verify</u> <u>business status</u>.

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** (45 points)

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

Marco is a leading technology services company founded in 1973. We have 58 locations and serve over 27,000 customers throughout the Upper Midwest and nationally. Our history of innovation and 47 years of business experience prove we are a low-risk provider that specializes in business IT services, copiers/printers, managed services, carrier services, hosted/cloud services, phone systems, document management and audio/video systems.

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

Marco is a low-risk technology provider that has remained strong and profitable. In the past three years, Marco has had double-digit growth in terms of workforce and revenue. Since 2015, Marco has also expanded to five new states and reached 58 locations.

Revenue

- 2019: \$408,000,000
- 2018: \$358,000,000
- 2017: \$312,000,000

When you work with Marco, you're connected to the best technology companies in the industry. We consider your technology a long-term investment, so we want our partners to be long-term as well. We choose only tier one companies with proven reputations and products.

Marco has had a continuous improvement/customer satisfaction system in place since 1992. It is comprised of numerous elements which enable us to continually improve our solution offerings and processes and help maintain a high level of customer satisfaction. Some of these elements include:

- Continuous Improvement Steering Team (CIS). This team is comprised of the executive management team, the continuous improvement team, the client services director, and the business operations manager. CIS meets bimonthly to review quality assurance issues, customer satisfaction, quality teams, training results, process mapping updates and Kaizen events.
- Monthly Customer Surveys. Marco has created a process to ensure customer satisfaction by asking for our customers' feedback. We document and improve processes to continually enhance our service. Surveys are sent to customers who have purchased a product or solution from us within 60 days and again after one year as a follow up conducted for our managed, contracted customers. Results are measured and charted monthly. Our goal is totally satisfied customers who recommend us to other organizations. Since 1994, we have been measuring the results, and 91% of customers surveyed said they would recommend Marco.

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

Marco's customer retention rate of 95% is a direct result from employee and customer satisfaction. Employee satisfaction is part of our culture and allows us to obtain some of the highest customer satisfaction ratings in the industry.

Since 1992, Marco has used a continuous improvement/customer satisfaction system. It is comprised of numerous elements which enable us to continually improve our solution offerings and processes. One of the elements comprises a process to ensure customer satisfaction by asking for our customers' feedback, then documenting and improving processes to continually enhance our service. Surveys are sent to customers who purchased a product or a solution from us within that month. Results are measured and charted monthly. Our goal is completely satisfied customers who recommend us to other organizations.

# 4. Describe the number of agencies your organization, on average, provides sound amplification solutions for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?

Between Minnesota, North Dakota and South Dakota, Marco sells Audio/Visual solutions to over 60 organizations. The majority of these customers purchase Audio Enhancement equipment.

3

5. Is your organization able to service all areas within CPC's tri-state area?

X Yes No

# If NO, explain why your organization is not able to service a particular area and/or state.

Click or tap here to enter text.

# 6. List the other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in the tri-state area?

**COPIER/PRINTER** 

<u>Canon</u>

ND, SD NASPO ValuePoint

<u>HP</u>

Educational & Institutional Cooperative Service, Inc. (E&I)

<u>Konica Minolta</u>

- Association of Educational Purchasing Agencies (AEPA)
- SD/ND NASPO ValuePoint
- Minnesota Local Government Program
- MinnState (formerly MnSCU)
- SD/ND/MN Education Programs
- Sourcewell (formerly NJPA) | Contract #: 083116-KON

<u>Sharp</u>

Sourcewell (formerly NJPA) | Contract #: 083116-SEC

# DATA

Deal Registration

#### VOICE

Mitel

Sourcewell (formerly NJPA) - Education, Government

# 7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

# **COPIER/PRINTER**

# <u>Canon</u>

ND, MO, SD NASPO ValuePoint

<u>HP</u>

Educational & Institutional Cooperative Service, Inc. (E&I)

Konica Minolta

- Association of Educational Purchasing Agencies (AEPA)
- Fox Valley Technical College (WI)
- IA Regents
- IA/SD/ND/MO NASPO ValuePoint
- Illinois Local Government program
- Minnesota Local Government Program
- MinnState (formerly MnSCU)
- SD/ND/MN Education Programs
- Sourcewell (formerly NJPA) | Contract #: 083116-KON

<u>Sharp</u>

Sourcewell (formerly NJPA) | Contract #: 083116-SEC

<u>Toshiba</u>

- GEM/SLG/Nonprofit(MO)
- State of MO Off Contract

# DATA

Deal Registration

# VOICE

# <u>Mitel</u>

Sourcewell (formerly NJPA) - Education, Government

8. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing through your company.

Marco has been conducting business in the Minnesota, North Dakota and South Dakota regions for over 40 years and has long standing relationships with many of the agencies that will be utilizing this contract. With locations across the territories included in this RFP, we are able to support all participating agencies within the contract both on-site and remotely.

As the leading company in business processes, industry experience and technical expertise, Marco helps you achieve new levels of performance and productivity. We proudly serve over 27,000 customers throughout the upper Midwest and nationally – 22,000 of these customers being located in Minnesota and South Dakota. We have offices in Illinois, Iowa, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Wisconsin, Pennsylvania, Maryland and Michigan.

Marco also has a team of certified systems engineers that design solutions to fit each organizations specific needs. We have over 750 engineers and strong relationships with the manufacturers we work with. Marco also has a long standing relationship with Audio Enhancement. Their product line has been something we have led with in the Education market for years.

9. 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).

Marco does not foresee any agencies being exempt from this contract at this time.

#### Marketing & Partnership (25 points)

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

Marco conducts several digital marketing campaigns to our current and potential clients including opportunities to subscribe to our monthly technology and leadership blogs and customized email campaigns to promote our products and services. We have over 1,500 technology blogs and offers on our website that target client and potential clients. Offers include downloadable e-books, customer case studies, infographics and checklists. In addition, we use our social media platforms to run various marketing campaigns. We have over 14,000 followers on Facebook and over 7,000 followers on LinkedIn. We have built our website (www.marconet.com) using inbound strategy.

2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.

Our inbound marketing program, which includes posting technology blogs weekly and offers and resources (see above) has generated over 950 sales qualified since January 2019. Marco has marketing resources available that will work closely with your staff to suggest and develop campaign materials to meet your communication and marketing goals. We have an expansive internal library containing sales collateral and case studies that cover all of our solutions. We also work closely with our sales leadership to develop target campaigns that include social media posts, targeted email campaigns and a dedicated sales contact to schedule follow-up calls. In 2020, we also will be launching a podcast called "Let's Tech."

3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.

Marco conducted and participated in over 150 events in 2019 throughout the 12 states we serve. Oftentimes, we will also do an activity, prize giveaways and a drawing at our booth to promote interaction. In 2020, we have been hosting virtual customer events due to COVID-19. Our most recent virtual event included sending participants Marco branded pizza kits and hosting a video tutorial to show how to cook homemade pizzas.

We have a full-time event coordinator on staff to plan and organize details for tradeshows and other events. They also attend the events with the appropriate sales representatives to take advantage of networking and sales opportunities.

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

There are several ways we can promote this contract such as creating a sales sheet, developing an email campaign, writing blogs and posting on our website, attending tradeshows that would promote additional opportunities and developing a landing page on our site for agencies to access.

Marco supports and uses several other buying contracts; therefore, our technology advisors have a broad background and the necessary experience to communicate and promote the contracts. Brenda Wall, Marco technology advisor at our Bismarck, ND office, will lead a briefing for all Marco technology advisors in the tri-state area on how to market and use the contract. Brenda has worked with CPC contracts for over 15 years.

#### **Financials & Level of Support** (30 points)

#### 1. Describe how your organization works with agencies to determine payment terms.

Our standard payment term is net 15 days. Marco has a 30-day pre-billing period, 3-day grace period and an 18% finance charge on balances not received by end of grace period.

2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?

Marco accepts payment by procurement card subject to a 3% transaction fee, however government or tribal entities are exempt from the 3% transaction fee.

3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

Marco has a great support team behind the scenes. Currently we have technical sales support team who works with our technology advisors to ensure we send out proposals, get orders placed and respond to our clients in a timely manner. That allows our technology advisors to be out in the field working more directly with the clients without delaying orders.

Currently we will provide a proposal to a client via on-site visit or electronically. When the client decides to move forward they are able to sign the proposal and send it back to our technical sales support team or to their technology advisors. At that point they will send it to our purchasing department to be placed, if it does not include any installation services. If Marco will be installing the equipment, when the client gives us the approval to proceed we immediately open a work order or statement of work (SOW) depending on the complexity of the job. Once that is complete our systems automatically triggers the purchasing department to place the order with the distributor. That process typically takes anywhere from a few minutes to 24 hours.

Marco would be willing to work with CPC to allow some of the items to be purchased online however, it will be challenging to add the full product line into the online store as some of the products need to be scoped or designed properly based on the project requirements. For example, on a sound amplification system, we need to ensure we choose the correct speaker type, power source and network connections.

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

Pricing is the same as offered to individual education, government, and nonprofit agencies.
 Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.
 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.

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

Yes	X	No

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

Click or tap here to enter text.

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

Yes

<u>X</u> 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 (35 points)

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

The customer can call or email Marco or directly to Audio Enhancement. Marco's service hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday with 24-hour emergency support available. To place a service request, you can contact Marco's client care/support desk support at 320.259.3098, or 800.847.3098, email requests to videoservice@marconet.com or use our online service request process through our **client support portal** at http://www.marconet.com/support/.

Upon placing a service request, you will receive the following support:

- Your service call will be answered live 98% of the time by a member of our client care team, or you will receive follow-up within 15 minutes.
- If your service request is deemed network-related, you will be transferred to our support desk team, who will
  work remotely to remediate and resolve your issue.
- If on-site service is required, a certified technician will be dispatched and establish an on-site arrival time.
- Once the issue has been resolved, an email notification is sent to the designated end user.

For many products we can provide remote support. Either company can initiate a warranty claim, product return and/or replacement. Organizations can also reach out to their Marco Technology Advisor for help and they can start the process for them. Many of the Audio Enhancement products can be looked at and supported remotely.

2. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure.

Marco provides a 90-day labor warranty for system workmanship and programming related to the outlined Statement of Work tasks. Programming changes required due to customer adjustment of the system would not be covered. Product warranty is provided directly by the manufacturer. The Marco service warranty period will begin on the first day after cutover of new services.

Detailed Breakdown:

90 Days: Batteries

1 Year: All cabling and Audio Enhancement installs, EPIC System Hard Drives, EPIC System Touchscreen Monitor, EPIC System Paging Microphone, Classroom Wall Box, ITC-1, Uninterrupted Power Supply (UPS), Mic360<sup>™</sup>, SD Card for EduCam360, general electronics

3 Years: EduCam360, SAFE Controller, MS-1000, Audio Enhancement AV Components (AVConnect), EPIC System NUC, SAFE System NUC, EPIC System Server, MS-500, MS-300

5 Years: CA-30A, CA-60A, GL-300, BEAM, XDSolo, microphones, chargers, speakers, and power supplies

Marco has provided a warranty document with more details in our Additional Information section.

3. Do all warranties cover all products/equipment parts and labor?

\_\_\_\_\_ Yes \_\_\_\_\_ X\_\_\_ No

If NO, describe the exceptions to coverage.

All warranties cover the parts. Depending on the category of the product, some include labor and others are considered customer replaceable (i.e., microphones, amplifiers, microphone batteries).

4. Do warranties impose usage limit restrictions?
Yes X No
If YES, describe the restrictions. Click or tap here to enter text.
5. Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Yes X No
<b>If NO, describe why travel and mileage are not covered.</b> Audio Enhancement has an extensive product line which labor and travel charges included on some products and not on others. Please see note on Question 3 above. Also, many of the Audio Enhancement products can be looked at and worked on remotely.
<ul> <li>6. List any additional limitations or circumstances that would not be covered under your warranty?</li> <li>If a device is subjected to abuse, misuse, faulty voltage, or environmental mishaps it would not be covered under warranty.</li> <li>See attached warranty documents.</li> </ul>
7 List and a second big on a subline CDC/s to state on a formuli show any similar tion and state state of the d

7. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?

N/A.

# Industry Specific Information (100 points)

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

Audio Enhancement was founded on the idea that learning begins with hearing and each solution we offer is built upon that foundation. Our audio solutions create an environment where every student has a front row seat and teachers don't have rely on their teacher voice in order to do their job effectively. Our SAFE System uses that same audio system microphone to give our teachers the ability to call for assistance immediately and discreetly from anywhere in the building. Our EPIC System allows that audio solution to become the buildings pa, intercom, and bell system which ultimately reduces dedicated infrastructure and decreases costs for our customers. Lastly our VIEWpath System ties a camera to that audio system allowing teachers to record their lessons for homebound students and Professional Development purposes.

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

Marco has worked with Audio Enhancement for over 10 years and has outfitted hundreds of rooms across the tri-state are listed in this RFP. We understand the product line and more importantly the benefits it brings to each organization. We have a large footprint with many Technology Advisors in the three states. We can really add to the "feet on the street" for CPC and Audio Enhancement. We have over 25 years of experience in working with Public Sector organizations and understand their unique challenges and needs. With our depth in security, networking, servers and storage, telephony, audio/video, physical security and copy print solutions we can help integrate all areas of technology for public sector customers.

# 3. Describe the power/source connection for your proposed sound amplification solution(s). Describe any additional connection features that your solutions provide (i.e. multimedia connectivity, ADL outputs).

The Mini, Sentinel, BEAM, and GL 300 Systems all utilize a 24 VDC power supply. The Optimum system is a powered via POE. Each amplifier has connectors that create automatic switching between the front and rear panel inputs. These systems include up to four additional 3.5 inputs each with its own unique volume control. The Sentinel, BEAM, GL-300 and Optimum Amplifiers also include a connection for Assisted Listening Devices.

All amplifiers utilize an RJ45 connection for the XD Receiver (provides both audio and power) and the Sentinel, BEAM, GL-300, and Optimum Systems include a PA Override feature the connects to the Public Address System and mutes the amplifier during building announcements. An additional Accessory Port on each amplifier can also accept our WPA-03 Remote Wall Plate that provides an additional input as well as an additional ALD output.

4. Describe the type of frequency used by your sound amplification solution(s) and how feedback and other frequency waves are mitigated from cutting in or over a sound wave. Describe if Bluetooth connectivity is possible and if there are any concerns to be addressed with your proposed solution.

The Audio Enhancement systems utilize DECT Technology between the wearable teacher microphone and the installed XD Receiver. The XD Receiver comes equipped with two microphone channels and a dedicated media channel for broadcasting media wirelessly to the classroom audio system. The system frequency is 1.9 GHz and can be adjusted to accommodate coverage in small classrooms all the way to larger cafeteria, gym and media center spaces.

#### 5. Describe how and if your solution can integrate with current facility sounds solutions and to what extent.

Each Audio Enhancement System can include a universal adaptor allowing it to integrate with any preexisting audio solution. The EPIC Intercom Paging and Bell System provided by Audio Enhancement functions in a very similar way in that any preexisting 70 or 25V PA System can be retrofitted while leaving the majority of its infrastructure in place.

# 6. Describe if your sound amplification solutions require software to operate and run the system. Describe all costs associated with this software/service.

The Audio Enhancement sound amplification systems do not require software in order to function. Our Lecture Capture software is a free download for customers and is windows based and downloadable via our website. This software allows our teachers to create audio and video recordings to share with their students. Lastly our EPIC, SAFE, and VIEWpath systems are browser based and therefore do not require any kind of software maintain or access the system.

# 7. Describe how your sound amplification solutions coordinate or work in conjunction with life safety requirements (i.e. emergency notifications).

Each Audio Enhancement system can include or be upgraded to our SAFE system. The SAFE system allows staff members to initiate an emergency alert via a wall plate, or by holding two buttons on the teacher microphone that send a notification to a front office console as well as text message and email notification, to designated personnel. This notification includes a link showing the live location of the staff member that has requested assistance. When tying in the EPIC System it also has the ability to integrate with Mass Notification solutions such as Fire, Tornado, Lockdown, and other weather alerting systems. In addition, via open API's or contact closures we can integrate with other Crisis Management solutions such as CrisisGo, Mutualink, Avignon, etc.

8. Describe in detail how the installation is performed by your employees or by subcontractors. Describe any required certifications, etc. require for installation.

#### **Customer Kick-Off: Phone Call or Web Conference**

Your Marco Audio/Visual team will review and discuss your Statement of Work, project timelines, engineering specifications, and any questions or concerns you may have. Your project manager will create action items for upcoming expectations and provide project updates before implementation.

#### Site Survey Scheduled: Email or On-site

Your project manager will involve the necessary team members in planning. They will prepare for a successful execution of your project. A drafter and certified technician will work with your project manager to confirm timelines, equipment lists, budget, Statement of Work, etc. Technicians may schedule a site survey to gather information about your location and site readiness.

#### Status Update Notification: Email

You will receive an estimated timeframe on when your order will be completed. Your project manager will monitor and update all additions or changes to your audio/ video products and/or service.

#### Installation by Certified Engineers: On-site

Trained field engineer(s) will execute the installation of your new equipment. If applicable, they will remove existing devices. The field engineer(s) will configure your new system as quickly and efficiently as possible to meet the project's timeline. You will receive updates from the engineer(s) about progress. The engineer(s) will test all equipment for full functionality.

#### **Training: On-site or Remote**

As the implementation nears completion, your project manager will schedule a training session for you and your staff. Besides on-site instruction, trainers may provide online videos, printed manuals, cheat sheets, etc. Marco's trainers are available for any questions or to schedule follow-up training as needed.

#### **Physical Security Training:**

Marco will provide a one-hour training session for key operators scheduled within a reasonable time frame after the solution is commissioned. Further training sessions are available if desired beyond the above stated hours, at the technician's normal billing rate. Marco will provide the customer with a WebEx training. The original training will be recorded and turned over for future staff training or refreshing. If on-site training is requested, billing will begin from the Marco technician's home office to the customer site and back.

#### Audio/Visual Training:

Marco will provide training on basic system usage and functionality of the solution. Training will be provided on premise by a certified systems engineer, systems programmer or field service engineer, upon completion of project installation.

Marco's training is designed to be as concise and comprehensive as possible to help you and your staff feel comfortable using your new solution(s). Training is recommended for two to four people. These people will be responsible for training additional users. Marco can provide online videos, printed manuals, FAQ's, cheat sheets, etc. Marco's network trainers are available for any questions or to schedule follow-up training as needed.

#### **Project Completion: Email**

Your Audio/Visual Project Manager will send you notification that your project has been completed. If desired, you may request a post project meeting. The Marco Support Desk is available for any future questions pertaining to the implementation. Please contact them at videoservice@marconet. com for requests.

#### 9. Describe any unique applications of your sound's amplification solutions.

Audio Enhancement classroom sound systems are typically installed in K-12 schools within rooms that are sized 30x30. However, these systems have been used to provide sound in gymnasiums, cafeterias, library spaces, smaller auditoriums, and conference rooms.

#### **10.** Describe in detail your proposed exchange and return program(s) and policy(s).

Customers may return equipment to Audio Enhancement in new or like new condition for full credit, within 30 days of original invoice date. All returns must be accompanied by an RMA number issued by Audio Enhancement. Audio Enhancement will pay the return shipping costs if the return is a result of our error, (customer received an incorrect or defective item, etc.).

Damaged equipment, or equipment not in "like new" condition will not be accepted. Items returned later than 30 days after invoice date will not receive full credit, and may not be accepted. In this situation, if items are accepted a 10 % restocking fee will apply.

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

Since Marco has an existing contract with CPC, we have created a part number in our system. This will ensure that, if we are using the contract, the part number must be entered onto the proposal. The part number is what adds the line onto the proposal for the customer to see we are using pricing for that specific contract. We would create a second part number with this RFP number listed to ensure we are referencing the correct contract. All pricing and discounts are then applied to that proposal.

#### Exceptions & Deviations (10points)

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP. Shipping has not been included in our pricing since there are too many variables. Marco complies with the changes in Addendum 3 and shipping will be listed on invoices as a separate line item. Items include fuel costs, delivery location, expedited service requests, etc.

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
- Marco has the following requests or comments to the General Terms and Conditions:
  - In response to the "Audit" section, Marco agrees to permit CPC to audit records that are directly related to the agreement.
  - In response to the "Confidential" information section, Marco has marked its trade secret and proprietary
    information as "CONFIDENTIAL/TRADE SECRET," as that is defined by Minnesota Statutes 13.27 Subd. 1(b).
  - In response to the "Termination" section, Marco requests mutual ability to terminate upon thirty (30) days' written notice.

### References

Provide three (3) references that have purchased <u>products and/or services that apply to the scope of this proposal</u>. A contact name, phone number and email will be required.

Reference #1 – Business Name	Central Cass School District
Product/Service Purchased	Sound amplification systems along with paging, bells intercom and security alerting.
Year of Purchase	2018 and ongoing
Reference Contact	Morgan Forness
Phone	701.347.5352
Email	morgan.forness@k12.nd.us
Reference #2 – Business Name	Mandan Public School District
Product/Service Purchased	Sound amplification systems along with paging, bells intercom and security alerting.
Year of Purchase	2017 and ongoing
Reference Contact	Jeff Rerick
Phone	701.751.6500
Email	jeff.rerick@msd1.org
Reference #3 – Business Name	Warner Public School
Product/Service Purchased	Sound amplification systems along with paging, bells intercom and security alerting.
Year of Purchase	2019
Reference Contact	Jeremy Smidt
Phone	605.448.2234
Email	jeremy.smidt@k12.sd.us
Reference #4 – Business Name	Sauk Rapids-Rice Public Schools
Product/Service Purchased	Sound amplification systems
Year of Purchase	2018
Reference Contact	Scott McCabe
Phone	320.258.1900
Email	scott.mccabe@isd47.org

# **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 (15 points)

<u>Submit a marketing plan that would describe, at a minimum, the following:</u> 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.

Marco's marketing plan has been provided as a separate PDF.

National statistication System         Product Description         Manufacturers         Manufacturers SKU         Manufacturer SKU         Manufacturers SKU<	Respondi	Responding Company's Name:	Marco Tecl	Marco Technologies, LLC			REQU	<b>REQUIRED FORM</b>	ORM
off         Frontext bescription         Manufactures         Manufactures </th <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th>									
And/of Datasense         Description         9         1.446.00         1.96.80	Product Category	Product Description	Manufacturer	Manufacturer SKU	Notes	Catalog List Price (MSRP)	Percent Discount		ce To Der
Statuti Classroom System         Audio Enhancement         DS 903         5         2, 10,4400         10,6         5         1,6         5         1,6         5         1,6         1 <th>Systems</th> <th>Mini Classroom System</th> <th>Audio Enhancement</th> <th>XD-8001</th> <th></th> <th>\$ 1,388.00</th> <th>10%</th> <th>÷</th> <th>249.20</th>	Systems	Mini Classroom System	Audio Enhancement	XD-8001		\$ 1,388.00	10%	÷	249.20
0         0         0         5         2         244100         7%         5           0         0         0         5         2         2587.00         7%         5           0         0         0         5         2         2587.00         7%         5         1           0         0         0         5         2         2587.00         5%         5         1           0         0         0         0         5         2         2587.00         5%         5         1         5         2         2         1         5         2         2         1         5         2         2         1         5         2	Systems	Sentinel Classroom System	Audio Enhancement	XD-8002			10%		\$21.20
Bit Manner Mark         Design Mark         Second Mark	Systems	GL-300 Classroom System	Audio Enhancement	XD-8003			17%		596.52
R. Amy Varl Mourt         Second	Systems	Optimum Classroom System	Audio Enhancement	XD-8004			17%		47.96
BEAM System V.Trafto float         BEAM System V.Trafto float         BEAM System V.Trafto float         S 1,430.00         5%         S 1,430.00         5%         S 1,430.00         5%         S 1,440.00         S 1,440.00         S 1,440.00<	Systems	AE Amp XD Upgrade System (IR to XD Upgrade)	Audio Enhancement	XD-8050					791.35
BEMM Series w/ Yoali Mount         Audio Enhancement         XDB411         B         1,4490.00         7%         8         1,4490.00         17%         8         1,4490.00         17%         8         1,4450.00         17%         8         1,4450.00         17%         8         1,4450.00         10%	Systems	BEAM System w/ Cart Mount	Audio Enhancement	XD-8110			6%		277.46
Bit Migration         Stand         And to Enhancement         No B0112         S         1,469/00         15%         2,1469/00         15%         1,469/00         5%         1,469/00         5%         1,469/00         5%         1,469/00         5%         1,469/00         5%         1,469/00         5%         1,469/00         5%         1,469/00         5%         1,469/00         5%         1,569/00         5%         1,599/00         5% <t< td=""><td>Systems</td><td>BEAM System w/ Wall Mount</td><td>Audio Enhancement</td><td>XD-8111</td><td></td><td></td><td>7%</td><td></td><td>39.20</td></t<>	Systems	BEAM System w/ Wall Mount	Audio Enhancement	XD-8111			7%		39.20
	Systems	BEAM System w/ Table Stand	Audio Enhancement	XD-8112			5%		14.55
Image: State Note System With Comparino Splict         Audio Enhancement         XD-8011         S         2.263.01         5%         1           miss         EPTC Head End System         No Receiver System RD Recv to any Amplifier)         No adio Enhancement         EP-8001         S         2.493.01         5%         5         3	Systems	XD Solo System	Audio Enhancement	XD-8100					ł27.16
Sime         Nutlee Enhancement         EP e001         5         8         8.2.3.63         3%         5           miss         EPIC (laad find System         EPIC (laad find System         5         1,905.40         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,354.91         7%         5         1,355.91         7%         5         3 <td< td=""><td>Systems</td><td>XD Solo System With Companion Spkr</td><td>Audio Enhancement</td><td>XD-8101</td><td></td><td></td><td></td><td></td><td>928.65</td></td<>	Systems	XD Solo System With Companion Spkr	Audio Enhancement	XD-8101					928.65
Bit flead find System         Control of the solution of the	Systems	XD Receiver System (XD Recv to any Amplifier)	Audio Enhancement	XD-8051			3%		795.69
min         EPIC System from Office Ouly Console System         Audio Enhancement         EP-8003         5         1,90:50         3%         1           min         EPIC System from Office Ouly Console System         Audio Enhancement         EP-8003         5         1,247:50         7%         5         1,247:50         15%         1,10	Systems	EPIC Head End System	Audio Enhancement	EP-8001			17%		146.18
stret         EPIC flead flad Appliance Ouly Kit.         Audio Enhancement         EP-6004         I         S         3.549.40         3%         S         3           miss         EPIC SHE foult Head End System (No Boom MIC)         Audio Enhancement         EP-6004         I         S         3.549.40         3%         S         3           miss         NVR System for Continuous Recording (WW-4000) 8 HDD - 32 Gamera - 48 TB         Audio Enhancement         NE-9004         I         S         5.750.00         29%         S         3         3           miss         NVR System for Continuous Recording (WW-4000) 8 HDD - 32 Gamera - 24 TB         Audio Enhancement         NE-9004         S         5         4.950.00         2%         3	Systems	EPIC System Front Office Only Console System	Audio Enhancement	EP-8002			3%		930.79
mis         EPIC SAFE Only Head End System for Continuous Recording (WR-8000) B HDD -16 Camera -48 TB         Audio Enhancement         RE-8001         S         14,475-90         17%         S         12           mis         NVRS System for Continuous Recording (WR-8000) B HDD -16 Camera -24 TB         Audio Enhancement         NE-8002         S         5         5,4,52.00         19%         S         5	Systems	EPIC Head End Appliance Only Kit	Audio Enhancement	EP-8003			3%		42.92
min         NUR System for Continuous Recording (WR-8000) 8 HD) - 32 Camera - 48 TB         Audio Enhancement         NE-8002         5	Systems	EPIC SAFE Only Head End System (No Boom Mic)	Audio Enhancement	EP-8004			17%		015.00
min         NVR System for Continuous Recording (NVR-4000) 4 HDD - 16 Camera - 24 TB         Audio Enhancement         NE 3002         N         S 4,592.00         20%         S a           min         Newpath E3 HeadEnd (1)         Percapath E3 HeadEnd (1)         N         S 4,592.00         23%         S a           min         Newpath E3 HeadEnd (1)         Percapath E3         N         S 300         N         S 3         N	Systems	NVR System for Continuous Recording (NVR-8000) 8 HDD - 32 Camera - 48 TB	Audio Enhancement	NE-8001			18%		218.84
missViewpath E3 HeadEnd (1 per Campus)Audio EnhancementNE-9100555555missBedCamiSO POE Classron (amera SystemAudio EnhancementNE-9100551,099.0023%51missMS-500 - Amplifier + farfac with 7 contAudio EnhancementAm-800551,099.0023%51missMS-500 - Amplifier + farfac with 7 contAudio EnhancementAm-8005512%51missMS-500 - Amplifier + farfac with 7 contAudio EnhancementAm-8007512%51missMS-500 - Amplifier + farfac with 7 contAudio EnhancementAm-9007545454missTrC-1 Touch Wall Control RtAudio EnhancementAm-9001545454factor of the RtAudio EnhancementAn-90107545454factor of the RtAudio EnhancementAn-9010754544factor of the RtAudio EnhancementAm-900225%5544factor of the RtRtAudio EnhancementAm-900225%544factor of the RtAudio EnhancementAm-900255544factor of the RtRtAudio EnhancementAm-900255544factor of the RtRtRtRt <td>Systems</td> <td>NVR System for Continuous Recording (NVR-4000) 4 HDD - 16 Camera - 24 TB</td> <td>Audio Enhancement</td> <td>NE-8002</td> <td></td> <td></td> <td>20%</td> <td></td> <td>573.60</td>	Systems	NVR System for Continuous Recording (NVR-4000) 4 HDD - 16 Camera - 24 TB	Audio Enhancement	NE-8002			20%		573.60
missBeducam360 POE Classroom Camera SystemAudio EnhancementIRE-910023%516missMS-300 Aerwork Interface with 7 Cardo & 3.5 to RCA Cables (KTT)Audio EnhancementAM-900355555missMS-300 Aerwork Interface with 7 Cardo & 3.5 to RCA cables (KTT)Audio EnhancementAM-9003555555missMS-300 Aerwork Intercom System (1 Per Room)Audio EnhancementAM-9007553555 <td>Systems</td> <td>Viewpath E3 HeadEnd (1 per Campus)</td> <td>Audio Enhancement</td> <td>NE-9054</td> <td></td> <td></td> <td>5%</td> <td></td> <td>684.80</td>	Systems	Viewpath E3 HeadEnd (1 per Campus)	Audio Enhancement	NE-9054			5%		684.80
	Systems	EduCam360 POE Classroom Camera System	Audio Enhancement	NE-9100			23%		308.23
	Systems	MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT)	Audio Enhancement	AM-8003					167.40
msMS:300 2-Way Intercom System (1 Per Room)Audio EnhancementAM:8007\$8874,10025%\$frc1Trouch Wall Control KtAudio EnhancementPA:8010\$ $47550$ $5\%$ \$\$frc1Enclosed Wall Box w/Peora Cutout KtAudio EnhancementAC-9001\$ $5$ $139.00$ $28\%$ \$frc1Enclosed Wall Box w/Peora Cutout KtAudio EnhancementAC-9001\$ $5$ $139.00$ $28\%$ \$frc1CA-60A - Amplifier. Power Supply Only (KTT)Audio EnhancementAM-9001\$ $5$ $233.00$ $25\%$ \$frc1CA-60A - Amplifier. R Power Supply Only (KTT)Audio EnhancementAM-9002\$ $5$ $5$ $5$ $5$ frc2GL-300 Amplifier. R Power Supply Only (KTT)Audio EnhancementAM-9002\$ $5$ $5$ $5$ $5$ $5$ frc3Amplifier. R Power Supply Only (KTT)Audio EnhancementAM-9002 $5$	Systems	MS-500 - Amplifier + Cat 6 Patch Cable (KIT)	Audio Enhancement	AM-8005			22%		59.24
$ \mbox{ITC-1} Touch Wall Control Kit \\ \mbox{ITC-1} Touch Wall Control Kit \\ \mbox{Euclosed Wall Mount Box KIT } \\ \mbox{Euclosed Wall Mount Box KIT } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decora Cutout Kit } \\ \mbox{Euclosed Wall Box w/ Decore Supply Only (KIT) } \\ \mbox{Euclosed Wall Mount Box Kit } \\ \mbox{Euclosed Wall Mount Box With Hard Rever Supply Only (KIT) } \\ \mbox{Euclosed Wall Mount Box With Hard Rever Supply Only (KIT) } \\ \mbox{Euclosed Wall Mount Box Kit for WS-300 w/ Relay & PS \\ \mbox{Euclosed Wall Mount Hout Relay & PS } \\ \mbox{Euclosed Wall Mount Relay & PS } \\ \mbox{Euclosed Wall Mount Box Kit for MS-300 w/ Relay & PS } \\ \mbox{Euclosed Wall Mount Relay & PS } \\ \mbox{Euclosed Wall Mount Hout Relay Wall Related Kit - Virtual Server Implementation (1 per campus) } \\ \mbox{Audio Enhancement } \\ \mbox{Euclosed Wall Wall Wall Related Kit - Virtual Server Implementation (1 per campus) } \\ \mbox{Audio Enhancement } \\ \mbox{Muto Box Kit Related Kit - Virtual Server Implementation (1 per campus) } \\ \mbox{Audio Enhancement } \\ \mbox{Muto Beaker Kit } \\ \mbox{Audio Enhancement } \\ Aud$	Systems	MS-300 2-Way Intercom System (1 Per Room)	Audio Enhancement	AM-8007					555.50
Enclosed Wall Mount Box KITEnclosed Wall Mount Box KITEnclosed Wall Mount Box KIT $I=139.00$ $28\%$ $s$ Enclosed Wall Box w/ Decora Cutout KitEnclosed Wall Box w/ Decora Cutout KitAudio Enhancement $AC-9002$ $s$ $s$ $139.00$ $28\%$ $s$ Enclosed Wall Box w/ Decora Cutout KitAudio Enhancement $AC-9002$ $s$ $s$ $233.00$ $25\%$ $s$ C $A-60A$ - Amplifier, Power Supply Only (KIT)Audio Enhancement $AM-9001$ $s$ $s$ $233.00$ $25\%$ $s$ G $13.00$ Amplifier R Power Supply Only (KIT)Audio Enhancement $AM-9001$ $s$ $s$ $233.00$ $25\%$ $s$ G $13.00$ Amplifier R Power Supply Only (KIT)Audio Enhancement $BP-9010$ $s$ $s$ $s$ $s$ $s$ EPIC System LicensingStrobe Kit for NS-300 w/ Relay & PSAudio Enhancement $BP-9010$ $s$ $s$ $s$ $s$ $s$ $s$ Viewpath E3 License - 1 Per User Required (1 year license; Annual renewal)Audio Enhancement $BP-9010$ $s$ $s$ $s$ $s$ $s$ $s$ $s$ Viewpath E3 License - 1 Per User Required (1 year license; Annual renewal)Audio Enhancement $BP-9010$ $s$ <	Systems	ITC-1 Touch Wall Control Kit	Audio Enhancement	PA-8010					\$51.73
Enclosed Wall Box w/ Decora Cutout KitAudio EnhancementAC-9002\$ 139,0028%\$ \$CA-60A - Amplifier, Power Supply, NitYEdio EnhancementAM-9001\$ 283,0025%\$CA-60A - Amplifier & Power Supply Only (KIT)Audio EnhancementAM-9001\$ 283,0025%\$G1-300 Amplifier & Power Supply Only (KIT)Audio EnhancementAM-9002\$ 283,0025%\$CA-30 Amplifier & Power Supply Only (KIT)Audio EnhancementAM-9002\$ 283,0025%\$CA-30 Amplifier & Power Supply Only (KIT)Audio EnhancementAM-9002\$ 28,00.0025%\$\$CA-30 Amplifier & Power Supply Only (KIT)Audio EnhancementAM-9001\$ 25%\$\$\$CA-30 Amplifier & Power Supply Only (KIT)Audio EnhancementAM-9002\$ 28,00.0025%\$\$\$CA-30 Amplifier & Power Supply Only (KIT)Audio EnhancementEP-9010\$ 5,080.0025%\$\$\$Viewpath E3 LicensingAudio EnhancementNewpath E3 License - 1 Per User Required (1 year license, Annual renewal)Audio EnhancementNE-9050\$ 1,075000%\$\$10%\$\$AV Comect SystemNewpath E3 License - 1 Per User Required (1 year license, Annual renewal)Audio EnhancementNE-9055\$ 1,07500%0%\$\$1\$\$10%\$\$10%\$\$\$1\$\$\$\$\$\$1\$\$\$\$ <t< td=""><td>Kits</td><td>Enclosed Wall Mount Box KIT</td><td>Audio Enhancement</td><td>AC-9001</td><td></td><td></td><td></td><td></td><td>100.08</td></t<>	Kits	Enclosed Wall Mount Box KIT	Audio Enhancement	AC-9001					100.08
CA-60A - Amplifier, Power Supply, & Power Cable with Spade Lugs Only (KIT)Audio Enhancement $AM-9001$ $k$ <td>Kits</td> <td>Enclosed Wall Box w/ Decora Cutout Kit</td> <td>Audio Enhancement</td> <td>AC-9002</td> <td></td> <td></td> <td></td> <td></td> <td>100.08</td>	Kits	Enclosed Wall Box w/ Decora Cutout Kit	Audio Enhancement	AC-9002					100.08
GL-300 Amplifier & Power Supply Only (KIT)Audio Enhancement $AM-9002$ \$ <td>Kits</td> <td>CA-60A - Amplifier, Power Supply, &amp; Power Cable with Spade Lugs Only (KIT)</td> <td>Audio Enhancement</td> <td>AM-9001</td> <td></td> <td></td> <td></td> <td></td> <td>212.25</td>	Kits	CA-60A - Amplifier, Power Supply, & Power Cable with Spade Lugs Only (KIT)	Audio Enhancement	AM-9001					212.25
ChangeChan	Kits	GL-300 Amplifier & Power Supply Only (KIT)	Audio Enhancement	AM-9002					544.25
EPIC System LicensingEP-001EP-9001SSS <t< td=""><td>Kits</td><td>CA-30 Amplifier &amp; Power Supply Only (KIT)</td><td>Audio Enhancement</td><td>AM-9004</td><td></td><td></td><td></td><td></td><td>152.25</td></t<>	Kits	CA-30 Amplifier & Power Supply Only (KIT)	Audio Enhancement	AM-9004					152.25
Strobe Kit for MS-300 w/ Relay & PSAudio Enhancement $EP-9010$ $\$$ $\$$ $695.00$ $10\%$ $\$$ Viewpath E3 License - 1 Per User Required (1 year license; Annual renewal)Audio EnhancementNE-9050 $\$$ $\$$ $1,750.00$ $20\%$ $\$$ $1,$ Viewpath E3 License - 1 Per User Required (1 year license; Annual renewal)Audio EnhancementNE-9050 $\$$ $\$$ $1,750.00$ $20\%$ $\$$ $1,$ AV Connect SystemAV Connect SystemAV Connect System $8 \cdot 1,250.00$ $10\%$ $\$$ $1,$ Barix Barionet: 50 Input/output ModuleAudio Enhancement $PA-9001$ $\$$ $\$$ $1,226.00$ $10\%$ $\$$ $1,$ Connect SystemCs-12 (1) Ceiling Speaker KitSouthancement $PA-9002$ $\$$ $\$$ $1,226.00$ $10\%$ $\$$ $\$$ $1,$ Cs-12 (1) Ceiling Speaker KitCs-12 (1) Ceiling Speaker KitSouthancement $SP-9101$ $\$$ $\$$ $202.00$ $20\%$ $\$$ $$$ Cs-12 (2) Ceiling Speaker KitCs-12 (2) Ceiling Speaker KitSuuthancement $SP-9102$ $\$$ $$$	Kits	EPIC System Licensing	Audio Enhancement	EP-9001		-	25%		10.00
Viewpath E3 License - 1 Per User Required (1 year license; Annual renewal)Audio EnhancementNE-9050 $$$ $$$ $135.00$ $10\%$ $$$ $$$ VIEWpath E3 Headend Kit - Virtual Server Implementation (1 per campus)Audio EnhancementNE-9055 $$$	Kits	Strobe Kit for MS-300 w/ Relay & PS	Audio Enhancement	EP-9010					525.50
VIEW path E3 Headend Kit - Virtual Server Implementation (1 per campus)Audio EnhancementNE-9055\$ 1,750.00 $20\%$ \$ 1,1AV Connect SystemAV Connect SystemA udio EnhancementPA-9001\$ 1,226.00 $10\%$ \$ 1,1Barix Barionet: 50 Input/output ModuleAudio EnhancementPA-9002\$ 1,226.00 $10\%$ \$ 1,1Control Connect SystemAudio EnhancementPA-9002\$ 1,226.00 $10\%$ \$ 2,1Control Connect SystemAudio EnhancementPA-9002\$ 347.00 $5\%$ \$ 2,2Control Connect SystemControl Connect SystemPA-9002\$ 2,0 $20\%$ \$ 2,2Control Connect SystemAudio EnhancementSP-9101\$ 5,202.00 $20\%$ \$ 5Control Connect Speaker KitControl Connect Speaker Kit\$ 347.00 $20\%$ \$ 5Control Connect Speaker KitControl Connect Speaker Kit\$ 5,202.00 $20\%$ \$ 5Control Connect Speaker KitControl Connect Speaker Kit\$ 5,202.00 $20\%$ \$ 5Control Connect Speaker KitControl Connect Speaker Kit\$ 5,202.00 $20\%$ \$ 5Control Connect Speaker KitControl Connect Speaker Kit\$ 5,202.00 $20\%$ \$ 5Control Connect Speaker KitControl Connect Speaker Kit\$ 5,202.00 $20\%$ \$ 5Control Connect Speaker KitControl Connect Speaker Kit\$ 5,202.00 $20\%$ \$ 5Control Connect Speaker KitControl Connect Speaker Kit\$ 5,202.00 $20\%$ \$ 5Control Connect Speaker KitCo	Kits	Viewpath E3 License - 1 Per User Required (1 year license; Annual renewal)	Audio Enhancement	NE-9050			10%		166.50
AV Connect SystemAudio EnhancementPA-9001\$ 1,226,0010%\$ 1,1Barix Barionet: 50 Input/output ModuleAudio EnhancementPA-9002\$ 347.005%\$ $$$ CS-12 (1) Ceiling Speaker KitAudio EnhancementSP-9101\$ \$ 98.0020%\$ $$$ CS-12 (2) Ceiling Speaker KitAudio EnhancementSP-9102\$ \$ \$ 202.0020%\$ $$$ CS-12 (2) Ceiling Speaker KitAudio EnhancementSP-9102\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Kits	VIEWpath E3 Headend Kit - Virtual Server Implementation (1 per campus)	Audio Enhancement	NE-9055			20%		400.00
Barix Barionet: 50 Input/output Module       Audio Enhancement       PA-9002       \$ 347,00       5%       \$         CS-12 (1) Ceiling Speaker Kit       Audio Enhancement       SP-9101       \$ 98.00       20%       \$         CS-12 (2) Ceiling Speaker Kit       Audio Enhancement       SP-9102       \$ \$ 322.00       20%       \$         CS-12 (2) Ceiling Speaker Kit       Audio Enhancement       SP-9102       \$ \$ \$ 322.00       20%       \$         CS-12 (2) Ceiling Speaker Kit       Audio Enhancement       SP-9102       \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Kits	AV Connect System	Audio Enhancement	PA-9001					103.40
CS-12 (1) Ceiling Speaker Kit       Audio Enhancement       SP-9101       \$ 98.00       20%       \$         CS-12 (2) Ceiling Speaker Kit       Audio Enhancement       SP-9102       \$ \$ 352.00       20%       \$         CS-12 (4) Ceiling Speaker Kit       Audio Enhancement       SP-9104       \$ \$ 352.00       20%       \$         CS-12 (4) Ceiling Speaker Kit       Audio Enhancement       SP-9104       \$ \$ 352.00       20%       \$	Kits	Barix Barionet: 50 Input/output Module	Audio Enhancement	PA-9002					329.65
CS-12 (2) Ceiling Speaker Kit     Audio Enhancement     SP-9102     \$ 202.00     20%     \$       CS-12 (4) Ceiling Speaker Kit     Audio Enhancement     SP-9104     \$ 352.00     20%     \$       1 - Pricing Schedule	Kits	CS-12 (1) Ceiling Speaker Kit	Audio Enhancement	SP-9101			20%		78.40
CS-12 (4) Ceiling Speaker Kit     Audio Enhancement     SP-9104     \$ 352.00     20%     \$       1 - Pricing Schedule     1 - Pricing Schedule	Kits	CS-12 (2) Ceiling Speaker Kit	Audio Enhancement	SP-9102					161.60
1 - Pricing Schedule	Kits	CS-12 (4) Ceiling Speaker Kit	Audio Enhancement	SP-9104					281.60
		1 - Pric	ing Schedule						Page 1

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\*Please note this workbook has multiple tabs.

**Instructions.** Complete the following schedule for all sound amplification products and accessories. The form should be completed by the standards listed in the Technical Specifications. Additional rows may be added. Please note this is a **required form**.

Product Category	Product Description	Manufacturer	Manufacturer SKU	Notes	Catalog List Price (MSRP)	Percent Discount	Net Price 1 Member	Net Price To Member
	WS-09 (1) Wall Speaker Kit	Audio Enhancement	SP-9151		\$ 98.00	20%	÷	78.40
Kits	WS-09 (2) Wall Speaker Kit	Audio Enhancement	SP-9152		\$ 202.00	20%	÷	161.60
Kits	WS-09 (4) Wall Speaker Kit	Audio Enhancement	SP-9154		\$ 352.00	20%	\$	281.60
Kits	FS-17 (1) Flat Panel Speaker Kit	Audio Enhancement	SP-9201				\$	84.80
	FS-17 (2) Flat Panel Speaker Kit	Audio Enhancement	SP-9202				\$	174.40
Kits	FS-17 (4) Flat Panel Speaker Kit	Audio Enhancement	SP-9204		(1)		\$	307.20
Kits	EPIC 70v Speaker & 8" Enclosure for Hard Lid Ceiling	Audio Enhancement	SP-9251				\$	75.60
Kits	EPIC 70v Ceiling w/ Tile Bridge & Back Can	Audio Enhancement	SP-9252				<del>\$</del>	63.00
Kits	XD Receiver w 3' cat6 kit	Audio Enhancement	XD-9001				\$	391.02
Kits	BEAM - CART Mount - Teacher Mic Only (KIT)	Audio Enhancement	XD-9002			4%		1,104.00
Kits	BEAM - WALL Mount - Teacher Mic Only (KIT)	Audio Enhancement	XD-9003			4%	\$ 1	1,181.76
Kits	BEAM - Table Stand - Teacher Mic Only (KIT)	Audio Enhancement	XD-9004		\$ 1,280.00			1,152.00
Kits	Microphone XD Teardrop Mic Kit	Audio Enhancement	XD-9025		\$ 225.00	10%	÷	202.50
Kits	Microphone XD Handheld Mic Kit - includes HH mic, 1 LiON Battery, USB Cable (KIT)	Audio Enhancement	XD-9050		\$ 209.00	10%	\$	188.10
Kits	XD Handheld Media Microphone for use with Display on Cart Kit with Charger (KIT)	Audio Enhancement	XD-9051		\$ 271.00	10%	÷	243.90
Kits	Mic360 Throwable XD Mic Kit	Audio Enhancement	XD-9360		\$ 400.00		\$	360.00
Components	75' Speaker Wire Plenum Rated	Audio Enhancement	AC-0002				\$	27.55
Components	50' Speaker Wire Plenum Rated	Audio Enhancement	AC-0003				\$	17.25
Components	22/2 Plenum Shielded Stranded Cable	Audio Enhancement	AC-0014				÷	0.41
Components	50' Coax Plnm w/f connectors	Audio Enhancement	AC-0019		\$ 63.00		÷	50.40
Components	22/2 Non-Plenum Shielded Stranded Cable	Audio Enhancement	AC-0022			25%	<del>∿</del>	0.19
Components 3	Speaker Wire, 18/2, Black Plenum Rated	Audio Enhancement	AC-0026				÷	0.44
Components	1' Cat6, Plenum Rated - Black	Audio Enhancement	AC-0101		\$ 7.00		÷	5.60
Components	3' Cat6, Plenum Rated - Black	Audio Enhancement	AC-0102				÷	7.20
Components	7' Cat6, Plenum Rated - Black	Audio Enhancement	AC-0103			Ù	÷	11.90
Components	10' Cat6, Plenum Rated - Black	Audio Enhancement	AC-0104		\$ 12.00		÷	11.40
Components	20' Cat6, Plenum Rated - Black	Audio Enhancement	AC-0105				÷	44.10
Components <sup>1</sup>	50' Cat6, Plenum Rated - Black	Audio Enhancement	AC-0106				÷	38.25
Components	50' Cat6 Shielded Plenum Rated	Audio Enhancement	AC-0108		\$ 93.00		÷	79.05
Components	5' Cat6, Non-Plenum - Blue	Audio Enhancement	AC-0112				÷	5.95
Components	1' Cat6, Non-Plenum - Black	Audio Enhancement	AC-0114			25%	÷	2.63
Components	50' Cat6, Plenum Rated - Purple	Audio Enhancement	AC-0115		\$ 33.00	5%	÷	31.35
Components	35' Cat6, Plenum Rated - Purple	Audio Enhancement	AC-0116				÷	23.75
Components	15' Cat6, Plenum Rated - Purple	Audio Enhancement	AC-0117				÷	14.25
Components	50' Cat6, Plenum Rated - Yellow	Audio Enhancement	AC-0121				÷	33.25
Components	50' Cat6, Plenum Rated - Green	Audio Enhancement	AC-0122				÷	33.25
Ĩ	50' Cat6, Plenum Rated - Orange	Audio Enhancement	AC-0123				÷	33.25
Components	50' Cat6, Plenum Rated - White	Audio Enhancement	AC-0124				÷	33.25
Components	3' Cat6, Plenum Rated - Grey	Audio Enhancement	AC-0125				÷	7.60
Components	50' 3.5 Male to 3.5 Male Plenum Rated - Shielded	Audio Enhancement	AC-0200		7		\$	34.85
Components	3' 3.5 Male to 3.5 Male Plenum Rated - Shielded	Audio Enhancement	AC-0201		\$ 6.00		\$	4.80
Components	35' 3.5 Male to 3.5 Male Plenum Rated - Shielded - Low Profile	Audio Enhancement	AC-0202				\$	24.18
Components (	Cart Mount Bracket for BEAM	Audio Enhancement	AC-3006			5%	\$	52.25
	6' HDMI 28AWG w/ Ferrite Bead 3992	Audio Enhancement	AC-2012				÷	6.65
	Mic Holder for Handheld (SHH-14) Mic	Audio Enhancement	AC-2032		4		<del>s</del>	36.00
Components	2 RCA M 3.5mm/Stereo F Y adapter	Audio Enhancement	AC-2041		\$ 7.00	30%	÷	4.90

Product Category	Product Description	Manufacturer	Manufacturer SKU	Notes	Catalog List Price (MSRP)	Percent Discount	Net P Mei	Net Price To Member
	50' 3.5M/3.5M Right Angle Shield 40587	Audio Enhancement	AC-2061		\$ 15.00	_	÷	12.75
Components W		Audio Enhancement	AC-2082		\$ 100.00	20%	÷	80.00
Components Po		Audio Enhancement	AC-1001		\$ 75.00		\$	63.75
Components Po	0C 2A	Audio Enhancement	AC-1002				\$	63.20
Components 15	15' Plnm Power cable spade lug	Audio Enhancement	AC-1003		\$ 14.00		\$	11.90
Components D	onnector	Audio Enhancement	AC-2018			10%	\$	20.70
Components 3'	3' USB 2.0 A Male/B Male, Black	Audio Enhancement	AC-2019		\$ 2.60	10%	\$	2.34
Components 3'		Audio Enhancement	AC-2020			30%	\$	9.10
Components 6'	er, 40370/40614	Audio Enhancement	AC-2058			5%	\$	5.70
Components 1'	1' RJ45/3.5 use w/ hydra	Audio Enhancement	AC-2059		\$ 4.30	30%	\$	3.01
Components Se	Sensor, Hydra II Adapter	Audio Enhancement	AC-2067		\$ 110.00		\$	104.50
Components M	M5 screw & nut for rack cabinet	Audio Enhancement	AC-2071		\$ 0.80	15%	\$	0.68
Components 1f		Audio Enhancement	AC-2072			20%	\$	2.00
Components In	Indoor Strobe, Green A- 89STRG-AQ	Audio Enhancement	AC-2069		\$ 350.00		÷	332.50
Components	e XD CIAB AE	Audio Enhancement	AC-3000		\$ 100.00	20%	\$	80.00
Components ke	key Lock for AE Wall Box	Audio Enhancement	AC-3001		\$ 29.00	30%	\$	20.30
Components In	Install screws XD Receiver & Amp box	Audio Enhancement	AC-3003		\$ 0.20	45%	\$	0.11
Components L <sub>i</sub>	Latch for AE Wall Box	Audio Enhancement	AC-3004		\$ 9.00	45%	\$	4.95
Components B	BEAM wall mount bracket	Audio Enhancement	AC-3007		\$ 135.00	10%	\$	121.50
Components B		Audio Enhancement	AC-3008		\$ 185.00	5%	\$	175.75
Components FI	FELT-08 Polyester Felt Tape	Audio Enhancement	AC-3013		\$ 0.75	40%	\$	0.45
Components C <sub>1</sub>		Audio Enhancement	AM-0102		\$ 190.00		\$	95.00
Components C <sub>1</sub>		Audio Enhancement	AM-0203				\$	104.50
Components G	r.	Audio Enhancement	AM-0300		\$ 780.00		\$	741.00
Components M		Audio Enhancement	AM-0301			10%	\$	495.00
Components M		Audio Enhancement	AM-0500		\$ 1,350.00		\$	1,215.00
Components El	EPIC Common Zone Amplifier 2 X 80W 70/100V, 1U HALF-RACK	Audio Enhancement	AM-1001		\$ 600.00	15%	\$	510.00
Components El	EPIC Common Zone Amplifier 1 X 80W 70/100V, 1U HALF-RACK	Audio Enhancement	AM-1003		\$ 502.00	5%	\$	476.90
Components El	EPIC Common Zone Amplifier 1 X 120W 70/100V, 1U HALF-RACK	Audio Enhancement	AM-1010		\$ 640.00	5%	÷	608.00
Components El	EPIC Common Zone Amplifier 2 X 120W 70/100V, 1U HALF-RACK	Audio Enhancement	AM-1011		\$ 880.00	5%	\$	836.00
Components El	EPIC Common Zone Amplifier 1 X 300W 70/100V, 2U	Audio Enhancement	AM-1012		\$ 770.00		\$	731.50
Components El	EPIC Common Zone Amplifier 2 X 300W 70/100V, 2U	Audio Enhancement	AM-1013			5%	\$	902.50
Components 11	1U Rackmount Server EPIC AAAQ104210	Audio Enhancement	EP-0001				\$	3,395.00
Components El	EPIC System Console Mini Processor	Audio Enhancement	EP-0002		1		\$	959.50
Components Vi	Viewsonic 22" Touchscreen TD2230 monitor	Audio Enhancement	EP-0003		\$ 450.00		÷	427.50
Components S <sub>I</sub>	SpeechWare 6-in1 TableMike USB	Audio Enhancement	EP-0004		\$ 500.00		\$	475.00
Components R(	Remote Support Windows License	Audio Enhancement	EP-0005		. 4		\$	200.00
Components El	EPIC Admin Manual and User Guides	Audio Enhancement	EP-0006		\$ 25.00	5%	\$	23.75
Components K	Keyboard for EPIC System	Audio Enhancement	EP-0007		\$ 21.00	15%	\$	17.85
Components El	EPIC Custom Map Development Fee	Audio Enhancement	EP-0008		\$ 700.00	5%	\$	665.00
Components El	ense	Audio Enhancement	EP-0009		\$ 5,605.00	20%	\$	4,484.00
Components S/	SAFE System License	Audio Enhancement	EP-0010		\$ 3,556.00	15%	\$	3,022.60
Components El		Audio Enhancement	EP-0014		\$ 2,520.00	30%	÷	1,764.00
Components E <sub>1</sub>		Audio Enhancement	EP-0015		\$ 350.00	10%	\$	315.00
	) EPIC Appliance	Audio Enhancement	EP-0016			5%		1,995.00
Components El	EPIC Experience Course	Audio Enhancement	EP-0019		\$ 8,260.00	7%	÷	7,681.80

Product Category	Product Description	Manufacturer	Manufacturer SKU	Notes	Catalog List Price (MSRP)	Percent Discount		Net Price To Member
	On-Site EPIC Installation Training	Audio Enhancement	EP-0020		\$ 3,850.00	_	\$	3,580.50
Components EP	EPIC Head End Install	Audio Enhancement	EP-0021		\$ 93.00	7%	\$	86.49
Components EP	EPIC Visual Messaging IP Clock 18"	Audio Enhancement	EP-0100		\$ 995.00	5%	\$	945.25
Components EP	EPIC Visual Messaging IP Clock Large 22"	Audio Enhancement	EP-0101		\$ 1,195.00		÷	1,135.25
Components EP	EPIC Visual Messaging IP Clock 2 sided	Audio Enhancement	EP-0102				÷	1,800.25
Components EP	EPIC Visual Messaging IP Clock Large 52"	Audio Enhancement	EP-0103		1,79	5%		1,705.25
Components Wa	Wall Plate Double Gang White Decora	Audio Enhancement	IN-0006			40%	\$	3.60
Components Ar	Arlington LV2 Bracket/Double Gang	Audio Enhancement	IN-0015				\$	4.50
Components Inf	Infrared Dome Receiver, TLD100	Audio Enhancement	IR-0601		1	15%	\$	875.50
Components Se	Sensor EDS-07, Dome Sensor - Ceiling	Audio Enhancement	IR-0602		2		\$	198.00
Components Do	Dome Sensor Coupler, WX,-LC10, AE-DCF	Audio Enhancement	IR-0604		\$ 58.00		\$	49.30
Components Inf	Infrared Teardrop, MTD-09, SAFE Enabled	Audio Enhancement	IR-0701			25%	÷	300.00
Components Inf	Infrared Handheld, MHH-09	Audio Enhancement	IR-0801		4		÷	225.00
Components Pa:	Panasonic, Rechargeable AA	Audio Enhancement	IR-5001				÷	4.80
Components Ch	Charger, Microphone, AEBC-16	Audio Enhancement	IR-5011		\$ 40.00		÷	28.00
Components Ch	Charger Wall Mount for Mic AEBC-09	Audio Enhancement	IR-5012		\$ 40.00	30%	\$	28.00
Components WI	WPA-03, CA-30,	Audio Enhancement	NE-0003		\$ 140.00	30%	\$	98.00
Components WI	WPA-501, Ambient Mic, w/Plate	Audio Enhancement	NE-0006		\$ 63.00	15%	\$	53.55
Components WI	WPA-502 PTT/Emergency Button w/Mic	Audio Enhancement	NE-0007		\$ 100.00	15%	\$	85.00
Components WI	WPA-504, PTT Button w/ Ambient Mic	Audio Enhancement	NE-0008		\$ 100.00	15%	\$	85.00
Components WI	WPA-505, Emergency Button w/Mic	Audio Enhancement	NE-0009		\$ 100.00	15%	\$	85.00
Components Me	Megapixel Fisheye Camera EduCam360-B	Audio Enhancement	NE-1001		1,5		\$	1,326.00
Components Til	Tile Bridge, EduCam360 A and B	Audio Enhancement	NE-1002				\$	19.95
Components Mi	MicroSD Card EduCam360	Audio Enhancement	NE-1003		\$ 77.00		\$	73.15
Components Au	Audio Enhancement NVR - 8 HDD - 32 Camera NVR ( Use Kit NE-8002 )	Audio Enhancement	NE-2002		2	5%	\$	2,660.00
Components WI	WD Purple 6TB Surveillance Hard Drive	Audio Enhancement	NE-2003		4	,	÷	252.00
Components NV	NVR Manual	Audio Enhancement	NE-2011		\$ 25.00	5%	\$	23.75
Components Au	Audio Enhancement NVR - 8 HDD - 32 Camera NVR ( Use Kit NE-8001 )	Audio Enhancement	NE-2012			5%	\$	8,540.50
Components VII	VIEWpath E3 - Appliance Head End License	Audio Enhancement	NE-3000		1,	15%		1,275.00
Components VII	VIEWpath E3 License 1 yr License 1 User	Audio Enhancement	NE-3001		\$ 185.00	20%	\$	148.00
Components 2U	2U utility Shelf 15" deep w/ vent holes	Audio Enhancement	PA-0011				\$	69.75
Components Ba	Barix Barionet 50 Input/Output Module	Audio Enhancement	PA-0041				\$	241.30
Components AP	APC Smart-UPS C Rackmount 2U 1500va 120v	Audio Enhancement	PA-0044			5%	÷	745.75
Components RD	RDL ST-ACR1 Controlled Relay 0.5 to 5 s	Audio Enhancement	PA-0055		\$ 260.00		\$	234.00
Components WI	WP AE AV Touch Wall Control iTC-1	Audio Enhancement	PA-0074				÷	375.25
Components HD	HDBaseT Transmitter HDMI VGA USB	Audio Enhancement	PA-0076				÷	517.75
Components HD	HDBaseT Receiver HDMI VGA USB	Audio Enhancement	PA-0079				÷	517.75
Components AP	APC Smart-UPS 3000VA VA/2700 W SMX3000LV	Audio Enhancement	PA-0141		\$ 1,970.00	5%	÷	1,871.50
Components Pro	Pre-Programming of Network Device	Audio Enhancement	SE-0001		\$ 47.00	5%	÷	44.65
Components Ins	Installation Labor per hour	Audio Enhancement	SE-0002		\$ 84.00	5%	\$	79.80
Components Cu	Custom Classroom in a Box Pre-Assembly	Audio Enhancement	SE-0003		\$ 175.00	5%	\$	166.25
Components IT(	ITC Custom Screen Programming Fee	Audio Enhancement	SE-0005		\$ 770.00	5%	÷	731.50
Components AE	AE's Appliances Programming First Day	Audio Enhancement	SE-0006		\$ 3,500.00	7%	↔ •	3,255.00
Components Pr	Professional Development Per Day	Audio Enhancement	SE-0007		\$ 2,100.00	5%	÷	1,995.00
	CS-12 Ceiling Spkr Plenum Tile bridge	Audio Enhancement	SP-0001				÷	63.75
Components Sp	Speaker, Wall, WS-09	Audio Enhancement	SP-0100		\$ 75.00	15%	÷	63.75

Product					Catalog List	Percent	Net Price To
Category	Product Description	Manufacturer	Manufacturer SKU	Notes	Price (MSRP)	Discount	Member
Components	FS-17 1'x2' Integrated Flat Panel spkr	Audio Enhancement	SP-0200		\$ 83.00	10%	\$ 74.70
Components	EPIC 70V Ceiling Speaker 8", Multi-Tap - 15 Watts	Audio Enhancement	SP-0301		\$ 33.00	10%	\$ 29.70
Components	Ceiling spk 70V/100V Transformer CS-70V	Audio Enhancement	SP-0304		\$ 86.00	10%	\$ 77.40
Components	Tile Bridge CS-70V Ceiling	Audio Enhancement	SP-0305		\$ 10.00	15%	\$ 8.50
Components	70V Speaker Tile Rail	Audio Enhancement	SP-1015		\$ 8.50	20%	\$ 6.80
Components	Blind Mount Speaker Enclosure 8", back box, 5" deep	Audio Enhancement	SP-1034		\$ 51.00	15%	\$ 43.35
Components	8" Back can for 70 Volt Speaker	Audio Enhancement	SP-1037		\$ 20.00	10%	\$ 18.00
Components	Sensor, AE Logo, XD Receiver, SRC14	Audio Enhancement	XD-0601		\$ 546.00	5%	\$ 518.70
Components	AE, XD Teardrop, STD14	Audio Enhancement	XD-0701		\$ 172.00	7%	\$ 159.96
Components	XD Handheld, SHH14	Audio Enhancement	XD-0801		\$ 172.00	7%	\$ 159.96
Components	XDSolo v2 kit	Audio Enhancement	XD-1100		\$ 1,490.00	10%	\$ 1,341.00
Components	Speaker, XDSolo v2, Portable	Audio Enhancement	XD-1103		\$ 1,490.00	10%	\$ 1,341.00
Components	XDSolo v2, Portable Companion Spkr	Audio Enhancement	XD-1110		\$ 570.00	5%	\$ 541.50
Components	BEAM Classroom Audio Bar	Audio Enhancement	XD-1212		\$ 1,095.00	7%	\$ 1,018.35
Components	XD BEAM Table	Audio Enhancement	XD-1213		\$ 1,095.00	7%	\$ 1,018.35
Components	Mic360 Auto Mute XD Throwable Ball Only	Audio Enhancement	XD-1401		\$ 175.00	3%	\$ 169.75
Components	Li-iON Battery Pack, 3.7V 700 mAh 2.6 Wh	Audio Enhancement	XD-5001		\$ 32.00	25%	\$ 24.00
Components	Dual USB Wall Mount Charger Block XD	Audio Enhancement	XD-5011		\$ 16.00	10%	\$ 14.40
Components	6' USB 2.0 A Male to Micro-USB B Male xd	Audio Enhancement	XD-5021		\$ 4.60	25%	\$ 3.45

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Instructions. Complete the tables below if your company offers the following services. Please note this is an REQUIRED form.

**Responding Company's Name:** 

**Marco Technologies, LLC** 

REQUIRED

	Decerintion	Standar	d Price & I	Discou	inted Price	Per Diem	Mileage Charges (if	dard Price & Discounted Price Per Diem Mileage Charges (if Additional Discounts on Large Projects: Y/N,
	neadilpun	Rate	ate	<u>&amp;</u>	Rates	& Rates Charges (if any) any)	any)	please detail if Yes.
u	Installation	\$	130.00 \$	\$	00.66	\$40.00 per day	Travel is at \$99.00	99.00 \$40.00 per day Travel is at \$99.00 Yes, depending on size and scope of project
oi: S9							per hour	
tel icc	Crestron and DSP design and configuration	\$	155.00 \$	\$	130.00	130.00 \$40.00 per day Travel is at	Travel is at	
lb V1							\$130.00 per hour	
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	Description	Standard Price & Rate	& Disco	ounted Price & Rates	ard Price & Discounted Price Per Diem Rate & Rates Charges (if anv)	Mileage Charges (if anv)	Mileage Charges (if Additional Discounts on Large Projects: Y/N, anv)
		\$ 130.00 \$		00.66	\$40.00 per day	Travel is at \$99.00 per hour	99.00 \$40.00 per day Travel is at \$99.00 Yes, determined on product, size of sale and per hour location
Lenan Lenan		\$ 155.00 \$	\$	130.00	130.00 \$40.00 per day Travel is at \$130.00 per \$130.00	Travel is at \$130.00 per hour	
W							

S	Docomination	Standard P	rice & D	<b>Discounted Price</b>	Per Diem	Mileage Charges (if	idard Price & Discounted Price Per Diem Mileage Charges (if Additional Discounts on Large Projects: Y/N,
əc	nondinesa	Rate		& Rates	& Rates Charges (if any)	any)	please detail if Yes.
ļΛ.	Training	\$ 1.	130.00 \$		\$40.00 per day	Travel is at \$99.00	99.00 \$40.00 per day Travel is at \$99.00 Yes, determined on product, size of sale and
l9						per hour	location.
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	Doceminition	Standard Price &	dard Price & Discounted Price Per Diem		Mileage Charges (if	Mileage Charges (if Additional Discounts on Large Projects: Y/N,
sa	mondineer	Rate	& Rates	& Rates Charges (if any)	any)	please detail if Yes.
ээi	Managed A/V contract	Determined on <b>p</b>	rmined on product, size of sale and location	and location		Yes, determined on product, size of sale and
L۸						ocation
əs	Pre-sales		\$500.00 per project	ct		Yes, depending on size and scope of project
Ji	Engineering	\$ 155.00 \$		130.00 \$40.00 per day		Yes, depending on size and scope of project
əų:						
10	Remote Services Included					
	See Form B - Question 17					

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# \*Please note this workbook has multiple tabs.

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

OPTIONAL FORM	Additional Discount Offered	3-10% depending on deal size and the products on the proposal										
Marco Technologies, LLC	Catalog/Product	All lines										
e:	Dollar Amount To	\$300,000.00										
Responding Company's Name:	Dollar Amount From	\$125,000.00										



# 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):

Х	Addendum No. 1	Addendum No. 5
Х	Addendum No. 2	Addendum No. 6
Х	Addendum No. 3	Addendum No. 7
	Addendum No. 4	Addendum No. 8

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

Authorized Signature

5/18/2020

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

# **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.

COOPERATIVE Purchasing

CONNECTION

#### 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	Marco Technologies, LLC	Date	5/15/2020
Address	2906 Morrison Ave, Suite #1	City, State, Zip	Bismarck, ND 58504
Contact Person	Brenda Wall	Title	Technology Advisor
Authorized Signature	Ander V	Title	Sales Director
Email	brenda.wall@marconet.com	Phone	701.751.3860

#### 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 <u>www.wdol.gov</u>. 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 CFRR 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 <u>initialing the table</u> (1-12) and <u>signing below</u> , 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.

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

# Marco Technologies, LLC

Name of Business

Julu 1 Signature of Authorized Representative

# Jake Vande Hey, Sales Director

Printed Name/Title

5/19/2020

Date

Solicitation Name:	Sound Amplification Solutions
Solicitation Number:	RFP #21.1
Vendor Name:	Marco

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

Company Name:	Mayer Electric
Street Address:	1711 12th Ave SW
City, State, Zip:	Minot, ND 58701
Telephone:	701.838.8401
Primary Contact:	Dawn Gullickinson
Email Address of Contact:	dgullickson@mayer-electric.com
Services to be provided:	

#### Installation of equipment and low voltage wiring.

Company Name:	Wagener Construction
Street Address:	7250 181st Avenue NW
City, State, Zip:	Anoka, MN 55303
Telephone:	612.363.0910
Primary Contact:	Tom Wagener
Email Address of Contact:	tom@wagenerconstruction.com
Services to be provided:	

#### A/V install

Company Name:	Herman ProAV
Street Address:	10110 USA Today Way
City, State, Zip:	Miramar, FL 33025
Telephone:	1.844.441.1669
Primary Contact:	Amy Vermeulen
Email Address of Contact:	avermeulen@herman-is.com
Services to be provided:	
A/V install	

Solicitation Name:	Sound Amplification Solutions
Solicitation Number:	RFP #21.1
Vendor Name:	Marco

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

Street Address: 1122 N 51ct Street	
Street Address: 1123 N 51st Street	
City, State, Zip: Grand Forks, ND 58203	
Telephone: 701.775.7404	
Primary Contact: David Twite	
Email Address of Contact: dtwite@rbbelectric.com	
Services to be provided:	

#### Low voltage cabling

Company Name:	Hiltner Construction
Street Address:	42543 248th Avenue
City, State, Zip:	Freeport, MN 56331
Telephone:	320.980.3362
Primary Contact:	Chad Hiltner
Email Address of Contact:	chad@hiltnercompanies.com
Services to be provided:	

#### Low voltage cabling

Company Name:	Arvig Communication
Street Address:	5130 Winnetka Avenue N
City, State, Zip:	Minneapolis, MN 55428
Telephone:	320.333.8130
Primary Contact:	Pete Helmin
Email Address of Contact:	peteh@allstatecom.com
Services to be provided:	
Low voltage cabling	

Solicitation Name:	Sound Amplification Solutions
Solicitation Number:	RFP #21.1
Vendor Name:	Marco

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

Company Name:	BGC's Audio Visual LLC
Street Address:	14130 Heritage Court
City, State, Zip:	St. Paul, MN 55124
Telephone:	612.919.6709
Primary Contact:	Brandon Clark
Email Address of Contact:	brandon.clark@bgc.audiovisual.com
Services to be provided:	

#### A/V programming

Company Name:	Dimaze Audio Visual
Street Address:	2076 Grand Avenue
City, State, Zip:	St. Paul, MN 55105
Telephone:	612.226.0181
Primary Contact:	Jesse Dickinson
Email Address of Contact:	jesse.dickinson@marconet.com
Services to be provided:	

#### A/V install, programming and design

Company Name:	Audio Enhancement
Street Address:	9858 South Audio Drive
City, State, Zip:	West Jordan, UT 84081
Telephone:	800.383.9362
Primary Contact:	Tim Beekman
Email Address of Contact:	tim.beekman@audioenhancement.com
Services to be provided:	
A/V design	

Solicitation Name:	Sound Amplification Solutions
Solicitation Number:	RFP #21.1
Vendor Name:	Marco

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

Company Name:	MAS Production Resources LLC
Street Address:	4441 W Mesa Pass
City, State, Zip:	Sioux Falls, SD 57106
Telephone:	605.553.5750
Primary Contact:	Steve Hirsch
Email Address of Contact:	sales@masproductionresources.com
Services to be provided:	

#### A/V install

Company Name:	Hardwire Technology Company LLC
Street Address:	10900 73rd Avenue N, #145
City, State, Zip:	Maple Grove, MN 55369
Telephone:	763.463.3775
Primary Contact:	Andrew Vojta
Email Address of Contact:	andrew.vojta@hardwiretech.com
Services to be provided:	

#### Low voltage cabling

Company Name:	PSN Technology
Street Address:	34935 Schoolcraft, Suite 101
City, State, Zip:	Livonia, MI 48150
Telephone:	313.792.8082
Primary Contact:	Philipp Emma
Email Address of Contact:	philipp@psntech.com
Services to be provided:	

A/V install

# Subcontractor Utilization Form

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

Solicitation Name:	Sound Amplification Solutions
Solicitation Number:	RFP #21.1
Vendor Name:	Marco

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

Company Name:	Wire Technologies, Inc.
Street Address:	N2570 McCabe Road
City, State, Zip:	Kaukauna, WI 54130
Telephone:	920.766.5172
Primary Contact:	Opie Grishaber
Email Address of Contact:	opie@wiretechnologies.com
Services to be provided:	
A/V install	
Company Name:	
Street Address:	
City, State, Zip:	

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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 (<u>www.publicpurchase.com</u>). 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:

Χ	Document Title	How to be Submitted
X	Performance Bond of \$2,500 (Copy)	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. * <i>Signatures Required</i>
X	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
X	Certificate of Insurance – Name of Company	Submit as PDF
X	Additional Information – as required • Business Type Certificate, if applicable	Submit as PDF

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

Julie V. Authorized Signature

# Jake Vande Hey, Sales Director

Printed Name/Title

5/18/2020

Date

# EXHIBIT A – MARKETING PLAN

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

#### 1. Exhibit A – Marketing Plan – Name of Company (15 points)

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 the Vendor's website.

Marco supports and utilizes several buying contracts; therefore, our technology advisors and sales leadership are experienced with communicating and promoting purchasing contracts. CPC's designated technology advisor, Brenda Wall, has worked with CPC contracts for over 15 years and will lead a briefing for all Marco technology advisors within the tri-state area on how to effectively market and use the contract. We have proposed a few ways we can market to current and potential agencies below.

#### Marco's Website

Marco will create a subpage on our website, specifically within our Audio Visual page, outlining this contract and the services we can provide. Once we have gained clients and built relationships from this contract, we can also use this page to publish customer case studies and testimonies. Our Audio Visual page can be found here.

#### **Printed Materials**

We have an expansive internal library containing sales collateral and case studies that cover all of our solutions. Marco can create collateral/printed materials that our technology advisors, AV sales consultants and sales leadership can share with prospects and customers to gain awareness of the contract. This material will outline the opportunities and services that Marco can provide through this contract. Examples of Marco's sales collateral can be found with our additional information. We can also develop a postcard mailer highlighting the award that would be sent out to our mailing list. Postcard mailers can also be given to our technology advisors, AV sales consultants and sales leadership to distribute in person.

#### Social Media Campaign

Marco will craft a social media campaign using all of our platforms that will include visuals and/or details on this contract award. Our social media platforms include Facebook, Instagram, LinkedIn and Twitter. We have a broad social media reach with over 14,000 followers on Facebook and 7,000 followers on LinkedIn.

#### Email Campaign

Marco will develop an email campaign that can be sent to a customized and/or diverse list of customers and prospects. When we run campaigns, we will also dedicate a sales contact to schedule follow-up calls with recipients.







Cooperative Purchasing Connection Tabulation Report RFP #21.1 - Sound Amplification Solutions Vendor: Ultra Inc

General Comments:	Submitted 5-20-20 at 9-18 AM CST Greg Cornell
	resubmitted Vendor Forms - Signatures form at 9-48 AM CST, GC

General Attachments: Certificate of Insurance-Ultra Inc. dba Connecting Point.pdf CPC Performance Bond-Ultra Inc. dba Connecting Point.pdf Exhibit A - Marketing Plan - Ultra Inc. dba Connecting Point.pdf Pricing Schedule - Ultra Inc. dba Connecting Point.xlsx Vendor Forms - Signatures - Ultra Inc. dba Connecting Point.pdf Vendor Questionnaire - Ultra Inc. dba Connecting Point.pdf

#### **BID BOND**

#### Nationwide Mutual Insurance Company

1100 Locust St., Dept 2006 Des Moines, IA 50391-2006 (866) 387-0457

#### **CONTRACTOR:**

Ultra, Inc. dba Connecting Point 504 Jensen Ave SE Watertown, SD 57201

#### SURETY:

Nationwide Mutual Insurance Company 1100 Locust Street, Department 2006 Des Moines, IA 50391

**OWNER:** Cooperative Purchasing Connection 1001 E Mount Faith Ave Fergus Falls, MN 56537

BOND AMOUNT: Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00)

#### **PROJECT:**

RFP #21.1 - Sound Amplification Solutions

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof: or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of May 2020

Ultra, Inc. dba Connecting Point (Seal) (Principal) (Witness) (Title) Nationwide Mutual Insurance Company (Seal) (Surety) (Witness) 0 (Title) LAVONNE S SEEHAFER Attorney-in-Fact

This document conforms to American Institute of Architects Document A310, 2010 edition

STATE OF)	VIDUAL, PARTNERSHIP, OR LIMITED LIABILITY PRINCIPAL
) SS.	
COUNTY OF )	
to me well known to be the identical person descr	ribed in and who executed the foregoing bond andhe own free act and deed.
(SEAL)	
	Signature of Notary Public
USE ONLY FOR ACKNOWLE	DGMENT OF CORPORATE PRINCIPAL
STATE OF South Dakota )	
COUNTY OF Codington ) SS.	
Upon this 18th day of May Bryan L. Whege me duly sworth, did say that he is the Preside	, 20_20, before me personally appeared to me personally known, who being by ent of Utra Cnc
Corporate Seal of the corporation, and that said instru	orporation; that the seal affixed to the foregoing bond is the ument was executed in behalf of the corporation by authority of its ument to be the free act and deed of the corporation.
EDODINUK EVANO	TOBUL & GUMM
(SEAL) ROBIN K. EVANS SEAL NOTARY PUBLIC SOUTH DAKOTA	Signature of Notary Public
SOUTH DAKOTA	my commission expires 1/25/
STATE OF <u>South Dakola</u> ) COUNTY OF <u>Coolington</u> ) ss.	NT OF CORPORATE SURETY
name is affixed to the foregoing instrument; that the s the said corporation; and that said instrument was ex	May, 20 20 before me personally appearedto me personally known, who being by me duly <u>Natiowide Mutual Insurance Company</u> , the corporation whose sealaffixed to the foregoing instrument is the corporate seal of executed in behalf of said corporation by authority of its board of knowledged that he executed said instrument as attorney in fact
	Signature of Notary Public
ROBIN K. EVANS SEAL NOTARY PUBLIC SEAL SOUTH DAKOTA	Signature of Notary Public My Commission expires 1/25/2022
SOUTH DAKOTA	

**Power of Attorney** 

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation Allied Property and Casually Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

#### LAVONNE S SEEHAFER

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature. In penalties not exceeding the sum of

#### Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizences, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company-may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of sald documents on behalf of the Company."

"RESOLVED FURTHER, that such altomeys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents,"

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly altested by the signature of its officer the 27th day of February, 2019.





Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

#### ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: 55

On this 27<sup>th</sup> day of <u>February, 2019</u>, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Surance C. Delio Notary Públic, Stale of New York No. 020E6126649 Qualified in Westchester County Commission Expires September 16; 2021

Suzanne Chlelid

Notary Public My Commission Expires September 16, 2021

I: Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C: Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seat and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect:

CERTIFICATE

aura B. Gr Assistant Secretary

BDJ 1(02-19)00



**LSEEHAFER** 

ULTRINC-01

ACORD	ER	TI	FICATE OF LIA	BIL	ITY INS	URAN	CE		(MM/DD/YYYY) 19/2020
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVELY SURA	OF NCE	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	) BY TH	E POLICIES
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subje this certificate does not confer rights t	ct to	the	terms and conditions of	the po	licy, certain p	oolicies may			
PRODUCER				CONTA NAME:					
American Trust Insurance, LLC 825 S Maple				PHONE (A/C, No	o, Ext): (605) 8	86-9719	FAX (A/C, No	<sub>):</sub> (605)	886-9785
PO Box 1657				E-MAIL ADDRE	SS:				1
Watertown, SD 57201						URER(S) AFFOR	NDING COVERAGE		NAIC #
				INSURE	R A : Acuity				14184
INSURED				INSURE	RB:				
Ultra Inc. DBA Connecting I PO Box 1626	Point			INSURE					
Watertown, SD 57201				INSURE					
				INSURE					
COVERAGES CEF	TIFIC		NUMBER:	INSURE	K F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICI				HAVF B	FEN ISSUED T				
INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	REQUIF PERT	REME AIN,	ENT, TERM OR CONDITION THE INSURANCE AFFOR	N OF A	ANY CONTRAC Y THE POLICI	CT OR OTHER ES DESCRIB	R DOCUMENT WITH RES	РЕСТ ТО	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL S				POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIN	NITS	
A X COMMERCIAL GENERAL LIABILITY					(	(11111) 2 2	EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE X OCCUR			L05940		5/1/2020	5/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	3,000,000
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGO	G \$	3,000,000
OTHER:							COMBINED SINGLE LIMIT	\$	4 000 000
						=///0004	(Ea accident)	\$	1,000,000
X ANY AUTO OWNED SCHEDULED AUTOS ONLY AUTOS			L05940		5/1/2020	5/1/2021	BODILY INJURY (Per person)		
							BODILY INJURY (Per accider PROPERTY DAMAGE (Per accident)	1	
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							(Per accident)	\$	
A UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	10,000,000
X EXCESS LIAB CLAIMS-MADE			L05940		5/1/2020	5/1/2021	AGGREGATE	\$	10,000,000
DED RETENTION \$								\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	N/A		L05940		5/1/2020	5/1/2021	E.L. EACH ACCIDENT	\$	100,000
(Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYI	EE \$	100,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMI	т \$	500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC All Corporate officers are excluded from W				le, may b	e attached if mor	e space is requir	ed)		
		•							
Computer Sales and Service									

CERTIFICATE HOLDER	CANCELLATION
CPC Attn: Cooperative Purchasing 1001 E Mount Faith Ave	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Fergus Falls, MN 56537	AUTHORIZED REPRESENTATIVE

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#### **Vendor Questionnaire** RFP #21.1 – Sound Amplification 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.

COOPERATIVE Purchasing

CONNECTION

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 <u>single PDF format</u> 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. <u>Qualifications & Experience</u>
- 3. <u>Marketing & Partnership</u>
- 4. Financials & Level of Support
- 5. <u>Warranty</u>
- 6. Industry-Specific Information
- 7. <u>References</u>
- 8. Additional Requirements\*

# **Company Information**

Name of Company:	Ultra Inc. dba Connecting Point
Company Address:	504 Jenson Ave SE
City, State, Zip code:	Watertown, SD 57201
Website:	www.connectingpoint.biz
Phone:	605-882-1555

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	Bryan L. Waege	bwaege@connectingpoint.biz	605-882-1555
Contract Manager			
Sales Manager	David Lewis	dlewis@connectingpoint.biz	320-582-0234
Marketing Manager			
Customer Service Manager	Richard Heier	rheier@connectingpoint.biz	605-882-1555
Account Manager(s)	Mary Kay Phillips/Liz Geary	Mphillips &	701-400-6036
		egeary@connectingpoint.biz	605-881-7009

#### List will be responsible for receiving updated membership lists.

Name	Email	Phone
Greg Cornell	gcornell@connectingpoint.biz	605-753-2527

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

Name	Email	Phone
Doreen Singrey	dsingrey@connectingpoint.biz	605-882-1555

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

Name	Email	Phone
Doreen Singrey	dsingrey@connectingpoint.biz	605-882-1555

# Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status.

х	Business Type/Classification	
Х	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** (45 points)

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

Founded 1979, we are a computer hardware & software reseller serving corporate, government and education markets. We also handle interactive flat panels, classroom audio, bells & paging, wireless networking equipment and provide managed services, service, warranty service and installation for our products. We have five offices in North & South Dakota and Minnesota and service the education market in Western Wisconsin.

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

All our employees do on going training, we attend 30-50 trade shows annually, attend 40 to 50 factory training webinars, introduce new products as soon as they are available and follow up on what our customers want and need. We are alert and responsive to what our customers are asking for and using so that we are part of their evolution and changes instead of being left behind.

**3. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).** We have thrived as a company by retaining and devolping existing customers. We do this by acting as a resource, training partner, consultant and local contact that provides a no surprises, professional approach to sales, installation and service.

# 4. Describe the number of agencies your organization, on average, provides sound amplification solutions for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?

50

5. Is your organization able to service all areas within CPC's tri-state area?

<u>X</u> Yes \_\_\_\_\_ No

If NO, explain why your organization is not able to service a particular area and/or state.  $N/\mathrm{A}$ 

# 6. List the other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in the tri-state area?

- N/A
- 7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

N/A

8. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing through your company.

We are a full service company offering consultation and site surveys to determine needs and customer wants and tailoring a solution to them. We then follow that with professional installation training and service after the sale.

9. 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. N/A

# Marketing & Partnership (25 points)

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

We do many trade and association shows annually, and contact them directly with local consultants. In the era of COVID19, we have relied more heavily on Webinars, Zoom & Teams meetings, emails and phone calls, but this is the new reality. We have a full staff of consultants, field tchnicians and certified engineers available to complete nearly any job.

2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.

Our strength and success have always been as a direct result of our sales staff and trade shows, and we plan to utilize them both to make this contract a win/win for everyone.

3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.

We typically have a digital display and/or Promethean interactive panel in the booth with us-we use target-oriented showspecific presentations to display and highlight many offerings, and we would incorporate the CPC contract into these displays. We do the TIE, Impact Ed (formerly TIES), EDUTECH, MASA, WCRIS, BrainStorm, NDCEL-Elem,Secondary & Supt shows,MESPA, MASSP, WSEC, MNSAA, SLATE, NDATL, SDSTE and WSTG. We also do local IT Professionals quarterly meetings with different factory reps presenting at each meeting. We also offer bi-annual meetings at three (Sioux Falls, Bismarck & Watertown) of our offices for local clients with several factory reps attending and presenting.

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

We will incorporate into our website and every trade/association show we attend, as well as mention it every chance we have in print or face to face with clients.

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

The people involved thus far will cross train other key personnel first and then everyone in the company through our regular scheduled monthly meetings.

# Financials & Level of Support (30 points)

1. Describe how your organization works with agencies to determine payment terms.

We are fairly conservative in who we offer terms, but that said, we have relationships with three outside lease companies and because we are conservative in our AR/AP practices, we have the latitude to work with more clients professionally.

2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?

Yes, but the entity must have a charge account with us in good standing (or apply for an account, then have it approved and opened first) and the card can be used to the extent the charge account is approved only.

3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

No dealer network involved. We plan to use the online catalog and faxes to receive orders anytime. They will be processed within 24 hours. If installation is involved, we will contact the entity within 24 hours to schedule a site survey to complete that portion of the quote. Once complete, we will provide complete quote to entity and proceed with order & installation.

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

Pricing is the same as offered to individual education, government, and nonprofit agencies.

Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments. Pricing is better than what is offered to individual education, government, and nonprofit agencies.

XXX Pricing is better than what is offered to individual

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
N/A

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

Yes X No

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

<b>6.</b>	Has your company	been disbarred and or s	uspended in doing busi	ness within the United States?
-----------	------------------	-------------------------	------------------------	--------------------------------

Yes X No

If YES, list what states, the reason for debarment and/or suspension and its effective dates.  $N/\!A$ 

# Warranty (35 points)

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

Participating agency would first contact our service department for assistance. We would initiate warranty search on that piece of equipment for repair or replacement. If warranty in force, we would follow manufacturer's guidelines for warranty claims and communicate findings to client. If warranty expired, we would explain options to customer and offer replacement components/equipment as needed, with or without installation, but this would be at customer's expense.

2. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure.

Audio Enhancement factory warranty: **90 Days** Batteries

**1 Year** All cabling and Audio Enhancement installs, EPIC System Hard Drives, EPIC System Touchscreen Monitor, EPIC System Paging Microphone, Classroom Wall Box, ITC-1, Uninterrupted Power Supply (UPS), Mic360<sup>™</sup>, SD Card for EduCam360, general electronics

**3 Years** EduCam360, SAFE Controller, MS-1000, Audio Enhancement AV Components (AVConnect), EPIC System NUC, SAFE System NUC, EPIC System Server, MS-500, MS-300

**5 Years** Audio Enhancement amplifiers (except MS-500, MS-300), BEAM, XDSolo, microphones, chargers, speakers, power supplies, and most other classroom audio equipment.

**Other** Audio Enhancement servers and other 3rd party equipment may have varying warranties

Coonecting Point Installation Warranty-We will warranty proper operation of installed systems for a period of 45 days from installation, except in the case of summer installs where we will warranty proper operation for a period of 45 days from the scheduled first day of classes.

3. Do all warranties cover all products/equipment parts and labor?

\_\_\_\_\_ Yes \_\_\_\_ No

If NO, describe the exceptions to coverage.

Parts are covered but labor, mileage and/or travel time is not.

<sup>4.</sup> Do warranties impose usage limit restrictions?

Yes X No

If YES, describe the restrictions. N/A

5. Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes X No

If NO, describe why travel and mileage are not covered. Relative distance between trained technicians and end users.

**6.** List any additional limitations or circumstances that would not be covered under your warranty? None noted.

7. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?

None noted, but participating agency will be liable for travel time, labor to repair and mileage as these are not covered under manufacturer's warranty.

# **Industry Specific Information** (100 points)

**1. Provide a narrative description of the products and services you are offering in your proposal.** Audio Enhancement complete Classroom Audio systems.

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

We have local sales, tech and engineering staff at three locations throughout your service area, and as such will be able to handle those needs wherever they may be.

3. Describe the power/source connection for your proposed sound amplification solution(s). Describe any additional connection features that your solutions provide (i.e. multimedia connectivity, ADL outputs).

The Mini, Sentinel and GL 300 Systems require a 24 VDC power supply. The inputs include: Line 1, Line 2, Line 3, as well as 1 Traditional variable gain line output with front panel volume control. The Sentinel includes connection for ALD device connection.

All amplifiers include an RJ45 input for XD Receiver (provides both audio and power), Rear panel line level out, with level control for the PA connector to tie into the Public Address System and mute the amplifier during announcements. An additional accessory port is available for a remote wall plate that provides an input with level control and ALD output with level control. Lastly, the amplifiers have connectors which create automatic switching between front and rear pane inputs.

The only POE powered amplifier provided by Audio Enhancement is the Optimum system which is powered via POE.

4. Describe the type of frequency used by your sound amplification solution(s) and how feedback and other frequency waves are mitigated from cutting in or over a sound wave. Describe if Bluetooth connectivity is possible and if there are any concerns to be addressed with your proposed solution.

The system frequency with Audio Enhancement is 1.9 GHz and is adjustable for optimal coverage from typical classrooms to cafeterias, gymnasiums, and other large areas in a school.

All amplification systems utilize this XD Technology with the Audio Enhancement microphones and the XD Receiver that is installed. The XD Receiver comes with two microphone channels and a dedicated media channel for broadcasting media wirelessly to the classroom audio system.

5. Describe how and if your solution can integrate with current facility sounds solutions and to what extent.

The Audio Enhancement systems are designed to tie into existing classroom sound amplification solutions, allowing it to include the teacher, student, and/or mic360 microphone.

The EPIC System (paging/intercom/bells) can integrate with existing speakers, amplifier, and headend.

6. Describe if your sound amplification solutions require software to operate and run the system. Describe all costs associated with this software/service.

Software is not required to operate and run any of the classroom amplification systems. With the Optimum System amplifier there is the capability to login to the amplifier to make volume changes.

7. Describe how your sound amplification solutions coordinate or work in conjunction with life safety requirements (i.e. emergency notifications).

The Audio Enhancement systems have the ability to integrate with the SAFE system which allows safety alerting throughout a school. Staff utilize this feature with an emergency wall plate or by holding two buttons on the teacher microphone to initiate an alert. These alerts send a notification to the office console as well as text message and email notifications. The EPIC System has the ability to integrate with Mass Notification solutions such as Lockdown and Weather alerting systems.

With an open API or contact closure we can integrate with other Crisis Management solutions such as app based systems or automatic door locking solutions.

8. Describe in detail how the installation is performed by your employees or by subcontractors. Describe any required certifications, etc. require for installation.

First is site survey-this determines where to put amplifier, if shelf is needed as part of the quote, wire routing and conduit length (if needed), wall or ceiling speakers and any special hardware required, etc. We then incorporate those answers into the quote under installation and present to participating agency. If they accept, they will proceed and we will ship material to them. Once it is on site, we will schedule installation and complete the work. It is anticipated this will be done by Connecting Point staff except in MN where a licensed low voltage electrician will need to complete this work. When that happens, we will hire and vet and get CPC approval of capable installer.

# 9. Describe any unique applications of your sound's amplification solutions.

NA

### **10.** Describe in detail your proposed exchange and return program(s) and policy(s).

30 days return for full refund if uninstalled-opened boxes will be charged re-stocking fee and may be refused by manufacturer, we currently do not have an exchange program.

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

We will do a monthly in-house audit to ensure we are adhering to CPC guidelines.

# Exceptions & Deviations (10points)

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

N/A

# References

Provide three (3) references that have purchased <u>products and/or services that apply to the scope of this proposal</u>. A contact name, phone number and email will be required.

Reference #1 – Business Name Product/Service Purchased Year of Purchase Reference Contact Phone	Minneapolis Public Schools Sentinel Classroom Audio systems 2019 Mason Campbell 612-231-7046
Email	Mason.campbell@mpls.k12.mn.us
Reference #2 - Business Name Product/Service Purchased Year of Purchase Reference Contact Phone Email	Redfield School 56-4 EPIC Front Office Touch 2019 Sheldon Finley 605-472-4520 Ext 1083 Sheldon.finley@k12.sd.us
<b>Reference #3 – Business Name</b>	Dickinson Public Schools
Product/Service Purchased	Sentinel Classroom Audio Systems
Year of Purchase Reference Contact	2019 Mitchell Murphy
Phone	701-456-0002
Email	mmurphy@dpsnd.org

# **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 (15 points)

<u>Submit a marketing plan that would describe, at a minimum, the following:</u> 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.

We will have our in house Digital Signage department generate artwork and incoorporate into all our digital display presentations at future customer appreciation events, training semionars, tradeshows ets. We will also incorporate into our company website with live link to our Express Sign IN and market to all existing customers within CPC geographical area.

Historically our marketing plan has been to get our sales staff in front of existing and potential customers, and we see that model continuing into the foreseeable future.

**1 - Pricing** 

# \*Please note this workbook has multiple tabs.

Instructions. Complete the following schedule for all sound amplification products and accessories. The form should be completed by the standards listed in the Technical Specifications. Additional rows may be added. Please note this is a **required form**.

# Responding Company's Name:

# Ultra Inc dba Connecting Point

# **REQUIRED FORM**

responding company sivanie.	iy s hallie.							NECO		κεζυικευ γυκι
Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Notes	Catalog List Price (MSRP)	Percent Discount	Net Price To Member	ice To ther
Classroom Audio Option 1	Sentinel Classroom System	Audio Enhancement	XD-8002	XD-8002	Each <sup>4</sup>	Amplifier, receiver, teardrop microphone & 4 spkrs	\$2,055.00	44%	\$ 1,	1,150.80
Classroom Audio Option 2	XD Solo System	Audio Enhancement	XD-8100	XD-8100	Each	Portable system-no install req'd	\$2,378.00	47%	\$ 1,	1,260.34
Classroom Audio Option 3	XD Solo System with Companion Spkr Audio Enhancement	Audio Enhancement	XD-8101	XD-8101	Each	Portable system-no install req'd	\$3,176.00	44%	\$ 1,	1,778.56
AND	ACCESSORIES		OPTIONS AND	ACCESSORIES						
Classroom Audio/video(optional)	EduCam 360 POE Classroom Camera System	Audio Enhancement	NE-9100	NE-9100	Each c	12 MP Ultra HD Network fisheye camera with Privacy rolling lens	\$2,385.20	60%	\$	954.08
Audio (optional)	Classroom Audio (optional) Enclosed Wall Mount Box Kit	Audio Enhancement	AC-9001	AC-9001	Each	site specific install-if needed	\$195.00	78%	\$	42.90
Audio (optional)	Classroom Audio (optional) Enclosed Wall box w/Decora cutout	Audio Enhancement	AC-9002	AC-9002	Each	site specific install-if needed	\$195.00	78%	÷	42.90
Classroom Audio (optional)	CS-12 (Qty 2) Geiling Speaker Kit	Audio Enhancement	SP-9102	SP-9102	Each	site specific install-if needed	\$283.00	61%	\$	110.37
Classroom Audio (optional)	WS-09 (Qty 2) Wall Speaker Kit	Audio Enhancement	SP-9152	SP-9152	Each	site specific install-if needed	\$283.00	61%	÷	110.37
Classroom Audio (optional)	Microphone XD Teardrop Mic Kit	Audio Enhancement	XD-9025	XD-9025	Each t	typically replacement/spares	\$315.00	46%	\$	170.10
Audio (optional)	Classroom Audio (optional) Microphone XD Handheld Mic Kit	Audio Enhancement	XD-9050	XD-9050	Each I	Includes Mic, 1 LiON battery, USB cable	\$292.00	47%	÷	154.76
Audio (optional)	Classroom Audio (optional) Mic360 Throwable XD Mic Kit	Audio Enhancement	XD-9360	XD-9360	Each	Ball shaped Microphone	\$560.00	36%	\$	358.40
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Instru	Instructions. Complete the tables below if your company offers th	y offers the follow	he following services. Please note this is an <b>REQUIRED form</b> .	se note this is an <b>H</b>	REQUIRED form.	
Respo	Responding Company's Name:		Ultra Inc dba Co	Ultra Inc dba Connecting Point		REQUIRED
		Standard Price &	Discounted Price	Per Diem	Mileage Charges	Additional Discounts on Large Projects:
ι	Description	Rate	& Rates	p,	(if any)	Y/N, please detail if Yes.
Si 101	Must Have Site Survey to provide fin	SITE SURVEY	SITE SURVEY	N/A	N/A	Yes-but ALL MUST HAVE SITE SURVEY
		\$500/room	\$400/room	\$160 per night	\$1.15 per mile	Yes-but ALL MUST HAVE SITE SURVEY
	Basic Surface mount installation- ND & SD	\$750/room	\$600/ room	\$160 per night	\$1.15 per mile	Yes-but ALL MUST HAVE SITE SURVEY
eta 19	Basic drop ceiling install-MN elec lic req'd!	\$1100/room	\$865/room	\$160 per night	\$1.15 per mile	Yes-but ALL MUST HAVE SITE SURVEY
	Basic Surface mount installation-MN elec lic regd\$1800/r	\$1800/room	\$1405/room	\$160 per night	\$1.15 per mile	Yes-but ALL MUST HAVE SITE SURVEY
I	Panduit Raceway	\$4/lineal foot	\$3/lineal foot	N/A	N/A	Yes-but ALL MUST HAVE SITE SURVEY
	Panduit Raceway fittings	\$5 each	\$3.50 each	N/A	N/A	Yes-but ALL MUST HAVE SITE SURVEY
	AM-41 Amplifier Bracket/shelf for mounting	\$51 each	\$41 each	N/A	\$1.15 per mile	Yes-but ALL MUST HAVE SITE SURVEY
Ŗ	Description	Standard Price &	Price & Discounted Price	Per Diem	Mileage Charges	Additional Discounts on Large Projects:
		Rate	& Rates	Charges (if any)	(if any)	Y/N, please detail if Yes.
			N/A	N/A	N/A	N
	Labor may require mileage, etc (warranty or ser \$160/bil		lable ho \$120/ billable ho \$160/night if ne \$1.15 per mile	\$160/night if nee	\$1.15 per mile	Ν
nS Juj	Connecting Point - 45 day installation warranty	N/A	N/A	N/A	N/A	N/A
iel	Summer installs warranty starts with first	N/A	N/A	N/A	N/A	N/A
N	day of classes. Parts & Labor covered	N/A	N/A	N/A	N/A	N/A
	Description	Standard Price &	Standard Price & Discounted Price	Per Diem	<b>Mileage Charges</b>	Additional Discounts on Large Projects:
		Rate	& Rates	Charges (if any)	(if any)	Y/N, please detail if Yes.
sə Bu	Basic training included in purchase	N/A	N/A	N/A	N/A	Ν
in. Dir	Professional Development factory trainer	\$2100/ day	\$1750/day	N/A	N/A	Ν
irai 119						
ιT δ2						
					military care	Additional Discontrate and Lance Darie atta-
sə:	Description	Standard Price & Rate	price & discounted price e & Rates	Per Diem Charges (if any)	Milleage Unarges (if any)	Audiuonal Discounts on Large Projects: Y/N, please detail if Yes.
DİV	Freight charges dependent on location	N/A	N/A	N/A	N/A	Yes-but it's dependenet on site location
θL	SITE SURVEY required for installation cost	Survey Needed	Survey needed	N/A	N/A	Yes-but ALL MUST HAVE SITE SURVEY
s 1	Staff Travel Time	\$75/ hour	\$50/hour	N/A	\$1.15 per mile	
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[10						

**2 - Services Price Schedule** 

\*Please note this workbook has multiple tabs.

2 - Services

Page 4

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\*Please note this workbook has multiple tabs.

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

<b>Responding Company's Name:</b>	le:	Ultra Inc dba Connecting Point	<b>OPTIONAL FORM</b>
Dollar Amount From	Dollar Amount To	Catalog/Product	Additional Discount Offered
N/A	N/A	N/A	N/A



# Vendor Forms & Signatures RFP #21.1 – Sound Amplification 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.

COOPERATIVE Purchasing

CONNECTION

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 <u>single PDF format</u> 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  $\times$ Addendum No. 2  $\times$ Addendum No. 3  $\times$ Addendum No. 4 NIA Addendum No. 5 N/A Addendum No. 6 N/A Addendum No. 7 N/A Addendum No. 8 N/A

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

ryan T. albert

Authorized Signature

5-20-2020

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.

Date

# **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.

COOPERATIVE Purchasing

CONNECTION

## 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.

<b>Business Name</b>	Ultra Inc. dba Connecting Point	Date	May 20, 2020
Address	504 Jenson Ave SE	City, State, Zip	Watertown, SD 57201
Contact Person	Greg Cornell	Title	Education Sales Support
Authorized Signature	Reyan T. Marg	Title	President
Email	gcornell@connectingpoint.biz	Phone	605-753-2527

### 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.

Authorized		
Representative	PC-1011	
Name Printed or Typed		Harris - Har
	day of	Contract Number

# 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 <u>www.wdol.gov</u>. 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 CFRR 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 <u>initialing the table</u> (1-12) and <u>signing below</u>, 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.

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

# Ultra Inc. dba Connecting Point

Name of Business

repar T. Wally

Signature of Authorized Representative

Bryan L. Waege

Printed Name/Title

May 20, 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:	RFP #21.1 - Sound Amplification Solutions
Solicitation Number:	RFP #21.1
Vendor Name:	Ultra Inc. dba Connecting Point
If a subcontractor will 1	not be used, check this box:
Company Name:	None at this point-will submit for approval if & when needed.
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Cont	act:
Services to be provide	d:
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Cont	act:
Services to be provide	d:
2 N	
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Conta	act:
Services to be provided	d:

# **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
	Performance Bond of \$2,500 (Copy)	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
	Certificate of Insurance – Name of Company	Submit as PDF
	<ul> <li>Additional Information – as required</li> <li>Business Type Certificate, if applicable</li> </ul>	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.

rupon T. Marg

Authorized Signature

Bryan L. Waege

Printed Name/Title

May 20, 2020

Date

# Exhibit A:

Marketing Plan – Ultra Inc. dba Connecting Point

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

# 1. Exhibit A - Marketing Plan - Name of Company (15 points)

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 the Vendor's website.

We will have our in house Digital Signage department generate artwork and incoorporate into all our digital display presentations at future customer appreciation events, training semionars, tradeshows ets. We will also incorporate into our company website with live link to our Express Sign IN and market to all existing customers within CPC geographical area.

Historically our marketing plan has been to get our sales staff in front of existing and potential customers, and we see that model continuing into the foreseeable future.

# **Evaluation Committee Report**

COOPERATIVE Purchasing

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# **RFP #21.1 – Sound Amplification Solutions**

# **Summary of Evaluation Committee Activity**

The members of the Evaluation Committee were Julie Baslington, LCSC Audiologist; Ed Van Der Heiden, SWWC Audiologist; and Jerome Evans, CPC Program Representative.

Four (4) proposals were received by the submission deadline. They include Audio Enhancement (Manufacturer), Lightspeed Technologies (Manufacturer), Marco Technologies (Reseller), and Ultra, Inc. dba Connecting Point Computer Center (Reseller). Proposals were reviewed for compliance with the mandatory requirements outlined in the Request for Proposal (RFP). All four (4) proposals were found to be compliant and deemed responsive; the Evaluation Committee was able to conduct their technical evaluation the week of May 25, 2020, and the pricing evaluation during the week of June 1, 2020.

# **Evaluation Results**

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

# **Committee Discussion & Overview**

The evaluation committee agreed to the following:

- 1. All Vendors are representative of sound amplification solutions.
- 2. Three (3) of the four (4) Vendors are representing the same manufactured line of products and solutions:
  - a. Audio Enhancement, Marco Technologies, and Connecting Point Computer Center are all proposing Audio Enhancement products and solutions.
  - b. Responses from the three (3) Vendors provided replicated material in response to the technical questionnaire.
- 3. Lightspeed is the manufacturer and provider of its products and solutions.

# <u>Audio Enhancement</u>

- 1. The Vendor represents a good, quality product as it relates to sound amplification and classroom sound distribution.
- 2. The Vendor presents strong recognition of standing by the quality of their products.
- 3. The Vendor provided solutions that extend beyond the classroom; including options for government, nonprofit, conference center, and portable solutions. The Vendor is representative of a bell, paging, and intercom systems as well a distance learning and student security/safety solutions.
- 4. The Vendor provided standard pricing discounts for all sectors of participating agencies (i.e. education, government, nonprofit) off a standard MSRP list price.
- 5. The Vendor provided volume discounts, the amounts felt out of reach for most agencies unless a purchase was for new construction for a large agency or school district.

# **Lightspeed Technologies**

- 1. The Vendor represents a good, quality product as it relates to sound amplification.
- 2. The Vendor presents strong recognition of standing by the quality of their products.
- 3. The Vendor has local representation that has long-standing relationships with current CPC agencies.
- 4. The Vendor provides quality support and troubleshooting resolutions via alternative methods besides charging service fees.
- 5. The Vendor acts immediately with any product issues/concerns limiting downtime; providing an easy warranty and turn-around time.
- 6. The Vendor does not conduct installations themselves but can assist the agency in finding qualified installers or aiding the agency in installation.
- 7. The Vendor relies heavily on face-to-face (F2F) marketing activities; concerns were addressed about the current environment (i.e. COVID, social distancing) and how that might impact relationships.
  - a. The Vendor did acknowledge the current environment in their response.
- The Vendor is representative of classroom specific sound solutions; has not veered from education.
   a. The Vendor provides classroom sound solutions as well as small collaborative "pod-style" units.
- 9. The Vendor provided standard pricing discounts for participating agencies off a standard MSRP list price.
- 10. The Vendor provided realistic volume discounts starting as low as 5 units purchased.

# Marco Technologies

- 1. The Vendor is an authorized reseller of Audio Enhancement products and solutions.
- 2. The Vendor represents a good, quality product as it relates to sound amplification and classroom sound distribution; including options for government, nonprofit, conference centers, and portable solutions. The Vendor is representative of a bell, paging, and intercom systems as well a distance learning and student security/safety solutions.
- 3. The Vendor presents strong recognition of standing by the quality of their products.
- 4. The Vendor provided a thorough, detailed response including all potential sales representatives in the tristate area.
  - a. The concern addressed the promotion of the product falling within a broad, long list of product and category options from the Vendor (reseller).
- 5. The Vendor actively promotes sounds solutions and has well over 60 current clients using the Audio Enhancement solution(s) in their agencies.
- 6. The Vendor provided pricing discounts off an Education-based MSRP list price. The Vendor confirmed this price would apply to all CPC participating agencies whether education, government, or nonprofit. This resulted in better pricing than that offered by Audio Enhancement (Manufacturer) directly.
- 7. The Vendor provided volume discounts; the amounts felt out of reach for most agencies unless it was a purchase was for a larger agency.

# **Connecting Point Computer Center**

- 1. The Vendor is an authorized reseller of Audio Enhancement products and solutions.
- 2. The Vendor represents a good, quality product as it relates to sound distribution.
- 3. The Vendor chose not to provide all Audio Enhancement products and solutions, but rather, products specific to classroom sound distribution.
- 4. The Vendor put minimal effort, detail into their response.
- 5. Based on scores from the technical evaluation, the Vendor was not moved forward to the evaluation phase (See Exhibit A)

# Recommendation

After a thorough analysis of the Vendor proposals, the Evaluation Committee recommends a contract be awarded to both Lightspeed Technologies and Marco Technologies. The Evaluation Committee believes both companies can provide quality sounds solutions for the classroom. In addition, Marco Technologies can serve a larger population of CPC agencies that includes government and nonprofits.

DocuSigned by: Chille Bas DC73B6542501459.

Julie Baslington, LCSC Audiologist

---- DocuSigned by:

Jerome Evans, CPC Program Representative

Ed VanDertheiden 9505CE8CA1FE4E4...

Ed Van Der Heiden, SWWC Audiologist

—Docusigned by: Lisa thuax

Lisa Truax, Procurement Solutions Coordinator RFP Facilitator

1 Attachment/Exhibit A Scoring Spreadsheet

cc: Procurement File

# Exhibit A

# **RFP #21.1 - Sound Amplification Solutions RFP Evaluation; Master Score Sheet**

Criteria	Points
Qualifications & Experience	45
Marketing & Partnership	25
Financials & Level of Support	30
Warranty	35
Industry-Specific Information	100
Exceptions & Deviations	5
Exhibit A - Marketing Plan	15
Total Technical Points	240
Pricing	
Pricing Schedule	215
Services	45
Volume Discounts	10
Total Pricing Points	260
Total Score	500

		Audio Enhancement	Lightspeed Technologies	Marco	Connecting Point
Criteria	Points	Average Points Awarded	Average Points Awarded	Average Points Awarded	Average Points Awarded
Qualifications & Experience	45	32	35	31	27
Marketing & Partnership	25	20	21	17	14
Financials & Level of Support	30	23	24	21	20
Warranty	35	27	28	25	22
Industry-Specific Information	100	82	92	73	59
Exceptions & Deviations	5	7	8	7	7
Exhibit A - Marketing Plan	15	13	14	11	7
Total Technical Points	240	204	221	185	156
Proceed to Pricing Evaluation?	Yes/No	Yes	Yes	Yes	No
Pricing					
Pricing Schedule	215	133	163	178	-
Services	45	17	40	23	-
Volume Discounts	10	3	9	4	-
Total Pricing Points	260	153	212	205	0
Total Score	500	357	433	390	156

Lightspeed Technologies, Inc. Attn: Melissa Williams, Bid & Contract Manager 11509 SW Herman Road Tualatin, OR 97062

# Award Decision, RFP #21.1 - Sound Amplification Solutions

Dear Melissa Williams:

The Cooperative Purchasing Connection (CPC), using the weighted 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.

COOPERATIVE Purchasing

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We are pleased to announce that your proposal received a recommendation for award. This decision is subject to 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 in the near future 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,

himillimmy

Lisa M. Truax | Procurement Solutions Coordinator Cooperative Purchasing Connection

CC: Ken Engstrom, Territory Manager

Marco Technologies, LLC Attn: Brenda Wall, Technology Advisor 2906 Morrison Ave, Suite #1 Bismarck, ND 58504

## Award Decision, RFP #21.1 - Sound Amplification Solutions

Dear Brenda Wall:

The Cooperative Purchasing Connection (CPC), using the weighted 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.

COOPERATIVE Purchasing

CONNECTION

We are pleased to announce that your proposal received a recommendation for award. This decision is subject to 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 in the near future 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,

himillithay

Lisa M. Truax | Procurement Solutions Coordinator Cooperative Purchasing Connection

CC: Dan Pflepsen, Sales Manager

Audio Enhancement, Inc. Attn: Stacey Lignell 9858 South Audio Drive West Jordan, UT 84081

# Award Decision, RFP #21.1 – Sound Amplification Solutions

Dear Stacey Lignell:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #21.1 – Sound Amplification Solutions.

COOPERATIVE Purchasing

CONNECTION

The cooperative purchasing team, using the weighted criteria outlined in the RFP documents, 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. The evaluation team did not select your proposal for award.

CPC would like to thank you for your proposal and the interest in this RFP. CPC will look forward to your participation in future RFP's for similar engagements.

Should you have any questions about this matter, please feel free to contact me.

Regards,

himillimmy

Lisa M. Truax | Procurement Solutions Coordinator Cooperative Purchasing Connection

CC: Tim Beekman Jr., Regional Sales Director

Ultra Inc, dba Connecting Point Attn: Greg Cornell, Education Sales 504 Jenson Ave SE Watertown, SD 57201

# Award Decision, RFP #21.1 – Sound Amplification Solutions

Dear Greg Cornell:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #21.1 – Sound Amplification Solutions.

COOPERATIVE Purchasing

CONNECTION

The cooperative purchasing team, using the weighted criteria outlined in the RFP documents, 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. The evaluation team did not select your proposal for award.

CPC would like to thank you for your proposal and the interest in this RFP. CPC will look forward to your participation in future RFP's for similar engagements.

Should you have any questions about this matter, please feel free to contact me.

Regards,

himillimmy

Lisa M. Truax | Procurement Solutions Coordinator Cooperative Purchasing Connection

CC: David Lewis, Education Manager

# Contract Offer & Award

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

COOPERATIVE Purchasing

CONNECTION

### **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	Lightspeed Technologies, Inc.	Date	5-18-2020	
Address	11509 SW Herman Road	City, State, Zip	Tualatin, OR 97062	
Contact Person	Melissa Williams	Title	Bid & Contract Manager	
Authorized Signature	Mal 2 m	Title	CFO/COO	
Email	LSBIDS@Lightspeed-tek.com	Phone	800.732.8999	

### 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	rarding Agency Cooperative Purchasing Connection			
Authorized Representative	DocuSigned by: Jahre Eastes			
Name Printed or Typed	6D9BB132BB3040A Jane Eastes	Deputy Executive Director		
Awarded this 9th	a day of June 2020	<b>Contract Number</b> #21.1 - LST		
Contract to Commend	<b>July 1, 2020</b>			

# Cooperative Purchasing Connection | 888-739-3289 | www.purchasingconnection.org

# **Contract Offer & Award**

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

COOPERATIVE Purchasing

CONNECTION

### 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	Marco Technologies, LLC	Date	5/15/2020
Address	2906 Morrison Ave, Suite #1	City, State, Zip	Bismarck, ND 58504
Contact Person	Brenda Wall	Title	Technology Advisor
Authorized Signature	Ander V	Title	Sales Director
Email	brenda.wall@marconet.com	Phone	701.751.3860

### 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	Cooperative Purc	hasing Connection		
Authorized Representative	 Jane Eastes			
Name Printed or Type	6D9BB132BB3040A	Jane Eastes	Deputy Executive Direc	tor
<b>Awarded this</b> 9t	h day of	June 2020	Contract Number	#21.1 - MCO
Contract to Commence     July 1, 2020				