



***DuPAGE COUNTY PROCUREMENT SERVICES***

***BID #15-150-DT ADDENDUM #3***

***DATE: 10/20/15***

***PHONE: (630) 407-6200***

***FAX: (630) 407-6201***

**EMAIL TRANSMITTAL**

**ADDENDUM #3 - BID #15-150-DT**

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

To All Prospective Bidders:

This Addendum #2 consists of the following documents which describe clarification for the above captioned proposal.

1. Page 1 of 42 - TO ALL PROSPECTIVE PROPOSERS noted clarification. Does the reference to "shipped F.O.B.delivered" refer to who is liable for the shipment until it reaches the installation site? We agree to shipment liability until it reaches the customer installation site. The NI PA member will be invoiced for freight / dock delivery.

**Answer: Yes, Supplier will be responsible for risk of damage or loss of goods until received by the Participating Agency.**

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

**Answer: This is acceptable.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Paragraph 1) OBJECTIVES, Paragraph 8: "Establish a channel partnership to offer this Master Agreement as the supplier(s) primary offer to Participating Public Agencies nationally;"

- We have numerous contracts with varying types of entities; therefore, we request the following be added to this Paragraph: "Contractor will present

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

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

8. Page 27 of 42, Paragraph 5) SERVICE LEVELS, A) Loading Dock. Please verify that verbiage was not inadvertently excluded from this Paragraph A.

**Answer: Replace with "Loading Dock Delivery." Proposer should define services provided by the Proposer related to loading dock delivery and fees associated with those services.**

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

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

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

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

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

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

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

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

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

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

12. Page 40 of 65 - W-9 Form

- Due to our business model as outlined in #11 above, which entity should be completing the W-9 since each Area Contractor is responsible for invoicing the NI PA member. We/ the Contractor will not be invoicing NI PA members.

**Answer: For the purposes of responding to the RFP, please ensure the entity signing as the Proposer completes a W-9 form. Any additional W-9 forms needed due to authorized dealers or area contractors receiving purchase orders and collecting payment will be collected at the time the authorized dealer or area contractor is selected to provide products and services under the contract.**

13. We've spoken of the flexibility both DuPage Procurement and National IPA will be affording Contractors submitting a proposal. In particular, we'd like to submit discount tier structures consistent with our general business practices versus the provided \$1 - \$99,999; \$100,000-\$249,999; \$250,000-\$499,999 > \$500,000 negotiable on a per project basis. Is this acceptable?

**Answer: Yes, Proposers should provide pricing tiers that make sense for their particular line of products and services. Pricing tiers differing from what is indicated in the Pricing Book need to be clearly stated in the Proposer's Price Book response.**

14. In order to best provide a complete and accurate response, we respectfully request an extension to the proposal due date until October 30, 2015.

**Answer: Opening date has been revised to 2:00pm, (Local Time), Oct. 28, 2015. Addendum #2 extends Opening date to 2:00pm, (Local Time), November 4, 2015.**

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

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

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

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

This would increase discounts overall and/or increase sales outside the Continent.

**Answer: Submit any applicable additional charges for shipment outside of the Continental USA in the Proposers Price Book response.**

16. Cover page, & Page 8, Section 3, #19: On the Cover page, it says “Bond Required: Yes”. On page 8, it says to the “awarded contractor”. Please clarify the bond requirement and when it is applicable.

**Answer: There is no need to submit bonding with this proposal response. However, when applicable and upon request, contractors shall supply bonding requirements related to a project.**

17. Page 27, #2. Term of Contract: This says that the contract will begin April 1, 2014. The bid was put out in 2015. Should this say Begin April 1, 2016 thru March 31, 2019?

**Answer: Terms shall be April 1, 2016 thru March 31, 2019 with two (2) optional one-year renewal periods provided there is no change in the terms, conditions, specification, and provided that such renewals are mutually agreed to by both parties.**

18. Page 28, #5d – Design: Please clarify what is deemed to be considered “basic design services”?

**Answer: Proposers have the ability to detail design services offered. Proposers should identify the services, what is included in each service and indicate how the Proposer (proposes) to price each service.**

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

**Answer: Yes.**

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

**Answer: Yes, describe the products offered, include any applicable services and fees.**

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

**Answer: In addition to the brochure, include a narrative in the Proposer’s RFP response that addresses sustainability and recycled components.**

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

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

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

**Answer: Yes.**

24. Page 31,C.3 & Page 46, 3.1.C: Please clarify the definition of Support Center?

**Answer: Support Center may not be applicable for your business model. However, Proposers should provide locations (headquarters, dealers, warehouses and distribution center).**

25. Page 24-25, Section 5: Insurance Requirements: Please clarify if an umbrella policy can be used to cover any gap between existing policy limits and contract requirements.

**Answer: This is acceptable.**

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

**Answer: This section is hereby amended to read:**

**All transactions, purchase orders, etc. will occur directly between the Supplier and/or authorized dealers/distributors and each Participating Public Agency individually . . .**

27. National IPA Exceptions / Alternative Language:

Page 7, Section 3, #9: F.O.B.: Kimball Office would like to submit the following alternative language concerning Freight policy:

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

Kimball Office reserves the right to select the most appropriate C.P.T. point, carrier and routing on all shipments. Kimball Office will, however, attempt to accommodate requests for favored carriers.”

**Answer: Not acceptable. Supplier will be responsible for risk of damage or loss of goods until received by the Participating Agency.**

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

“National IPA requires a single prime contractor for each individual RFP response. Respondents may partner with other National IPA Contracted manufacturers, dealerships or other businesses in a subcontractor capacity.”

**Answer: Proposers may offer responses to the County of DuPage in accordance with Section 2 – Instructions to Proposers, 7) Proposal Signatures. The County and National IPA encourage suppliers to submit responses that provide their most complete offering and, after award, to**

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

29. Page 46 Section 2, 2.2 Pricing Commitment

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

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

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

30. Page. 48-49, Section 3N #i-iv:

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

Kimball Office would like to request the addition of the following language to be added to the existing statement on page 49, Section 3.3.n.i:

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

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

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

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

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

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

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

31. Page 24, Section 5 - Insurance Requirements

We currently maintain a \$1,000,000 per occurrence for Commercial General Liability, but do have a \$5,000,000 Umbrella Excess limit. Please confirm Umbrella Excess of \$5,000,000 would be acceptable in lieu of the required \$2,000,000 per occurrence of Commercial General Liability.

**Answer: This is acceptable.**

32. Page 27, Section 2 - Term of Contract

Please confirm the initial term of the contract will be April 1, 2016 through March 31, 2019.

**Answer: Reference Question #17**

33. Page 30, Section 7.1.B.2.A - Product Categories

Please confirm suppliers will be able to provide additional discounts for varying product lines within each of the main Product categories on the bid form. For example, we have multiple seating lines with varying discounts by model/series (i.e. Model A is 65% off, Model B is 68.2% off). We would like to provide a discount matrix that lists the varying discounts by model/series within each product category.

**Answer: Proposers are encouraged to propose pricing structures that make sense for the line of products and services. Pricing structures should be clearly stated in the Price Book response.**

34. Page 30, Section 7.1.B.2.E - Product Categories

Please confirm suppliers will be able to provide additional discounts on a project-by-project basis under the contract for individual projects that are larger in scope. Please confirm these discounts would not be required to be extended to all end users of the contract.

**Answer: The discounts provided in response to the RFP are the minimum discounts offered by the manufacturer. Proposers should state in the Price Book response if deeper discounts may be offered by the manufacturer or dealer. Proposers are encouraged to provide competitive minimum discounts as the discounts are a portion of the response evaluation to determine contract award.**

35. Page 37 - Approval for Background Investigation

Please confirm this page is a sample and is not required to be completed as part of the bid response.

**Answer: This page is a sample, it will be required before you begin work on an awarded purchased order - *if a portion of the work may be performed***



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

36. Page 39 – Required Vendor Ethics Disclosure Statement

Please confirm this form must only be completed for sales to DuPage County and is not required for sales within other states.

**Answer: It is required by the County of DuPage to be submitted with the RFP response and applies to the County of DuPage only. Other Participating Agencies may have similar requests at the time they access the contract.**

37. Page 43 - Exhibit A

If the manufacturer is bidding this contract directly, please confirm orders under this contract may be issued to either the authorized dealers or directly to the manufacturer.

**Answer: Proposers should propose ordering, delivery and invoicing procedures in their RFP response.**

38. RFP Due Date

In order to best provide a complete and accurate response, we respectfully request an extension to the proposal due date until October 30, 2015.

**Answer: Reference Question #14.**

39. Contract Exceptions:

Page 8, Section 11 - Indemnity

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

**Answer: Not acceptable.**

40. Page 21, Section 3 - Pricing

**PRICING:** Pricing will be discount off of manufacturer's identified price list. New price lists may be submitted in writing for approval at any time annually upon thirty (30) days written notice ~~along with corresponding support documentation.~~ Unless Allsteel receives written objection to any price adjustment within thirty (30) days of the proposed price adjustment, such price adjustment shall be implemented at the end of the thirty (30) day notice period.

**Answer: Supplier is to use most current manufacturer/catalog price list. Price list and adjustments shall be submitted to the County of DuPage for approval thirty (30) days prior to implementation.**

41. Page 28, Section 7 - Deliveries

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

The supplier(s) will authorize immediate **repair or replacement at supplier's discretion** of any product that has been damaged in transit. Supplier(s) understand that they are required to adhere to the delivery time they indicate for products.

**Answer: Not acceptable.**

42. Page 30, Section 7.1.B.2.E - Product Categories

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

**Answer: Reference Question #10.**

43. Page 45, Section 2.1 - Corporate Commitment

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

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

44. Page 46, Section 2.2 - Pricing Commitment

Replace the existing language with the following:

**Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide for the specified goods or services at the time the vendor submits their proposal. For the purposes of this definition, comparisons for the "lowest available (net to buyer)" shall be compared to other cooperatives, state and local contracts, buying the same product mix, for the same geographical areas, under the same terms and conditions.**

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

45. Page 46, Section 2.3 - Sales Commitment

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

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

46. Page 46-47, Section 3.3 - Marketing and Sales

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

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

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

47. Page 47, Section 3.3.B - Marketing and Sales

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement. ~~Except for the NIGP show, attendance at all other supplier-specific trade shows, conferences, and meetings as specified shall be at the suppliers' discretion.~~

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

48. Page 47, Section 3.3 - Marketing and Sales

C. ~~Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements. Our goal is to work with National IPA to mutually expand our sales within the market. Allsteel will transition existing public agencies to the National IPA contract upon customer's request. Allsteel will forward any new account information gained from the contract to National IPA.~~

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

49. Page 48, Section 3.3 - Marketing and Sales

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

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

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

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

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

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
- ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. ~~Respond with pricing higher than Master Agreement only~~ In the unlikely event that the Public Agency refuses to utilize Master Agreement or does not notify Supplier they want to use the Master Agreement, **the Supplier may provide pricing under an alternative agreement.**
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

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

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

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

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

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

52. **EXCEPTIONS REQUESTED:**

SECTION 2 - INSTRUCTIONS TO PROPOSERS

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

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

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

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

54. SECTION 3 - GENERAL CONDITIONS

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

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

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

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

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

**Answer: This is acceptable.**

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

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

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

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

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

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

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

**Answer: Reference Question #4.**

58. **SECTION 4 - SPECIAL CONDITIONS**

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

**Answer: Reference Question #5.**

59. Subsection 1(H), Subawards and Contracts – Office Depot requires all of its subcontractors to represent and warrant that it will comply with all applicable federal, state and local laws, rules and regulations.

Office Depot will use best efforts to incorporate the County's provisions in its subcontracts to the extent required by law.

**Answer: Not acceptable. Reference Question #5**

60. Subsection 1(M)(4), Subcontracts -- Office Depot requires all of its subcontractors to represent and warrant that it will comply with all applicable federal, state and local laws, rules and regulations. Office Depot will use best efforts to incorporate the County's provisions in its subcontracts to the extent required by law.

**Answer: Not acceptable. Reference Question #5**

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

**Answer: Reference #40.**

The Office Depot's final pricing response may be based upon manufacturers' list price, Office Depot system list price, or Office Depot web price depending on the type of furniture being ordered.

**Answer: Proposer shall submit most current price list, indicate in their response the price list being submitted and how the price list can be accessed by Participating Agencies.**

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

**Answer: Not acceptable; Reference Question #35**

63. SECTION 5 - INSURANCE REQUIREMENTS

Office Depot provides the standard ACCORD Certificate of Insurance

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

**Answer: Reference Question #25.**

64. SECTION 6 - SPECIFICATIONS AND SCOPE OF WORK

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

**Answer: Reference Question #17.**

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

**Answer: Not Acceptable**

66. Section 7 - DELIVERIES

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

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

67. QUESTIONS

Schedule of Events Page 2 of 42:

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

**Answer: Reference Question #14.**

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

**Answer: Yes.**

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



Specifications and Scope of Work

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

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

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

**Answer: Yes.**

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

**Answer: Reference Question #17.**

72. Section 6.4 - Does the bidder have to respond to every product category?

**Answer: No.**

73. Please confirm the location of Exhibit J as described in Section 7, 1), B., g).

**Answer: Reference Question #23.**

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

**Answer: Reference Question #35**

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

**Answer: Yes.**

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

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

Thank you for your attention in this matter.

Sincerely,

*Debby Thompson*

Debby Thompson, CPPB

DuPage County Buyer