The State of Utah

Division of Purchasing and General Services

In conjunction with

## 

**Request for Proposal**

**State of Utah Solicitation Number: CT22-79**

**NASPO ValuePoint Master Agreement for Office Furniture and Related Services**

**March 16, 2022**

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# RFP Administrative Information

|  |  |
| --- | --- |
| RFP Title: | Office Furniture and Related Services |
| RFP Project Description:  (See Section 1.1) | The State of Utah in conjunction with NASPO ValuePoint, is seeking Offerors(s) to provide office furniture and related services as described within this RFP. |
| RFP Lead:  (See Section 1.2) | Cat Turner, State Contract Analyst  State of Utah, Division of Purchasing  [Caturner@utah.gov](mailto:Caturner@utah.gov)  (801)957-7128 |
| Electronic Submission:  Submit electronically via Jaggaer:  (See Section 2.10) | Proposals must be submitted electronically via Jaggaer (the Utah Public Procurement Place) here:  (<http://purchasing.utah.gov/currentbids>)  **Hard copy submissions will not be accepted.**  From the Jaggaer link type “CT22-79” into the search bar, and click the search icon. The “Office Furniture and Related Services” posting will appear. |
| Deadline to Receive Questions:  (See Sections 2.1) | See dates in the posting in Jaggaer. |
| Question & Answers:  (See Section 2.1) | All questions, including those about Terms and Conditions, must be submitted through Jaggaer. Question must be submitted by the question deadline date. |
| RFP Closing Date and Time: | See dates in the posting in Jaggaer. |
| Initial Term of Contract and Renewals:  (See Attachment A, Section 2) | The contract resulting from this RFP will be for five (5) years. |
| **TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 5 OF THE NASPO VALUEPOINT MASTER TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO OFFEROR’S BASE PRICE. OTHER PARTICIPATING ENTITIES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.** | |

**REQUEST FOR PROPOSALS**

**Office Furniture and Related Services**

**Solicitation # CT22-79**

This Request for Proposals (RFP), having been determined to be the appropriate procurement method to provide the best value to the Lead State, is designed to provide interested Offerors with sufficient basic information to submit Proposals. It is not intended to limit a Proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability. This RFP is issued in accordance with State of Utah Procurement Code, Utah Code Annotated (UCA), and applicable Rules found in the Utah Administrative Code (UAC). If any provision of this RFP conflicts with the UCA or UAC, the UCA or UAC will take precedence.

# Section 1: NASPO ValuePoint Solicitation - General Information

## 1.1. Purpose

The State of Utah, Division of Purchasing and General Services (Lead State) is requesting Proposals for office furniture and related services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified Original Equipment Manufacturers (OEM or Offerors) and their authorized dealers to provide office furniture products and related services for all Participating Entities.

The solicitation does not allow for sister companies to team and submit offers with the exception of the architectural products and accessories category. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities.

The Master Agreement(s) resulting from this RFP may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state chief procurement official and compliance with local statutory and regulatory provisions. The term of the Master Agreement shall be five (5) years as outlined in Section 2 in Attachment A - NASPO ValuePoint Master Agreement Terms and Conditions.

It is anticipated that this RFP may result in Master Agreement awards to multiple Offerors in the Lead State’s discretion.

The resulting Master Agreement(s) will be awarded with the understanding and agreement that it is for the sole convenience of the Participating Entities. The Participating Entities reserve the right to obtain like goods or services from other sources when necessary.

This will be a replacement for expiring Master Agreements for the State of Utah and NASPO ValuePoint.

The current Master Agreements expire January 21, 2023. The current Participating Entities are as follows: State of Alaska, State of Hawaii, State of Iowa, State of Idaho, State of Louisiana, State of Minnesota, State of North Dakota, State of Nevada, State of Oregon, State of South Dakota, and State of Utah.

The sales reported are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Reported Sales by State** | | | | |
| **State** | **2018** | **2019** | **2020** | **2021** |
| Alaska | $3.14 M | $2.75 M | $1.96 M | $1.43 M |
| Hawaii | $1.23 M | $2.72 M | $1.67 M | $938,537.00 |
| Iowa | $0.00 | $317,613.00 | $616,803.00 | $399,896.00 |
| Idaho | $2.37 M | $4.48 M | $3.88 M | $1.97 M |
| Illinois | $0.00 | $1.25 M | $286,157.00 | $0.00 |
| Kentucky | $90,324.00 | $0.00 | $0.00 | $0.00 |
| Louisiana | $1.78 M | $4.69 M | $3.76 M | $3.97 M |
| Minnesota | $8.58 M | $11.29 M | $7.53 M | $3.57 M |
| Montana | $1.19 M | $2.62 M | $2.57 M | $2.31 M |
| North Dakota | $0.00 | $0.00 | $369,487.00 | $543,143.00 |
| Nevada | $2.64 M | $3 M | $3.97 M | $2.37 M |
| Oregon | $1.68 M | $6.53 M | $6.04 M | $6.77 M |
| South Dakota | $0.00 | $0.00 | $0.00 | $0.00 |
| Utah | $25.92 M | $23.47 M | $16.37 M | $9.37 M |
| Virginia | $150,490.00 | $0.00 | $0.00 | $0.00 |
| **Total Spend per Year** | $48,850,618.88 | $63,170,952.27 | $49,045,188.90 | $33,644,664.04 |

## 1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Utah, Division of Purchasing and General Services is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation #CT22-79. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons must submit all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement through Jaggaer as further described in Section 2.1. The Lead State Contract Administrator designated by the State of Utah, Division of Purchasing and General Services is:

Cat Turner, State Contract Analyst

State of Utah, Division of Purchasing and General Services

## 1.3 Reserved

## 1.4. Definitions

The following definitions apply to this RFP. Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions also contains definitions of terms used in this RFP.

* + - * **ANSI:** A source for standards and conformity assessments by the American National Standards Institute. See www.ansi.org for more information.
      * **ANSI/BIFMA:** Safety and performance standards developed by The Business and Institutional Furniture Manufacturers Association (BIFMA) engineering committee. See www.bifma.org for more information.
      * **ASTM**: American Society for Testing and Material that develops international standards for materials, products, systems and services used in construction, manufacturing and transportation. See www.astm.org for more information.
      * **Authorized Dealer:** A qualified firm that has been designated by the OEM as authorized to sell products and perform services under the resulting Master Agreement(s).
      * **Bariatric**: Furniture constructed to provide support and comfort for larger individuals. Large Occupant may also be used to describe bariatric furniture.
      * **BIFMA**: The Business and Institutional Furniture Manufacturers Association. See www.bifma.org for more information.
      * **Contract Price:** The price to the Purchasing Entity (Published Commercial Price List + Minimum Percentage Discount).
      * **Ergonomic**: The science of designing office furniture to fit the user and optimize human well-being and overall office furniture performance.
      * **Lead State** means the state conducting this solicitation.
      * **Lead State Contract Administrator** is the single point of contact during this solicitation and throughout the term of the Master Agreements.
      * **Mandatory Minimum Requirements:** Requirements that must be met in order to be considered for further evaluation. Mandatory minimum requirements are non-negotiable. An offer that does not meet the mandatory minimum requirements will be disqualified from further consideration.
      * **Master Agreement:** The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint and the awarded Offeror, as now or hereafter amended.
      * **OEM:** Original Equipment Manufacturer of office furniture.
      * **Offeror** means the company or firm who submits a Proposal in response to this Request for Proposal.
      * **Participating Addendum:** A Participating Addendum must be executed by any state that decides to adopt a NASPO ValuePoint Master Agreement. A Participating Addendum must be executed for each awarded Offeror by the individual Participating Entity desiring to use their contract. A Participating Addendum allows for each Participating Entity to add terms and conditions that may be unique to their entity.

The Participating Entity and the awarded Offeror must negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum. Participating Entities are not mandated to sign a Participating Addendum with all awarded Offerors.

* + - * **Participating Entity:** A state, or other legal entity, properly authorized to enter into a Participating Addendum.
      * **Proposal** means the official written response submitted by an Offeror in response to this Request for Proposal.
      * **Published Commercial Price List**: Manufacturer’s Price list, also known as the list price.
      * **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
      * **Request for Proposal or "RFP**" means the entire solicitation document, including all parts, sections, exhibits, attachments, and addenda.
      * **Usage Report Administrator:** An individual responsible for the quarterly sales reporting and payments.

## 1.5. NASPO ValuePoint Background Information

NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company dedicated to strengthening the procurement community through education, research, and communication. NASPO is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information please see: www.naspovaluepoint.org and www.naspo.org.

## 1.6. Participating States

In addition to the Lead State conducting this RFP, the following states have requested to be named in this RFP as potential users of the resulting Master Agreement: Colorado, Connecticut, Hawaii, Maine, Nevada, New Mexico, Rhode Island, and South Dakota. Other entities may become Participating Entities after award of the Master Agreement.  Some states may have included special or unique terms and conditions for their state, which are included in Attachments H-N and are being provided as a courtesy to Offerors to indicate which additional terms and conditions may be incorporated into the state’s Participating Addendum after award of the Master Agreement.  The Lead State will not address questions or concerns or negotiate other Participating Entities’ terms and conditions.  The Participating Entities shall negotiate these terms and conditions directly with the awarded Offeror.

## 1.7. Anticipated Usage

Section 1.1 contains the historical usage data from the previous contract and anticipated usage from additional states who have indicated an interest in participating. No minimum or maximum level of sales volume is guaranteed or implied.

# Section 2: Solicitation Requirements, Information and Instructions to Offerors

## 2.1 RFP Question and Answer Process

All questions, including those about terms and conditions, must be submitted through Jaggaer (http://purchasing.utah.gov/currentbids). Questions must be submitted by the deadline for questions shown in Jaggaer. Answers will be given via Jaggaer (http://purchasing.utah.gov/currentbids) as soon as possible.

The Lead State may refuse to answer questions received after the deadline to receive questions.

## 2.2 RFP Addenda

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Jaggaer site (http://purchasing.utah.gov/currentbids) to obtain addenda or other information relating to the RFP.

## 2.3 Reserved

## 2.4 Proposal Due Date

Proposals must be received by the posted closing date and time as show in Jaggaer. Proposals received after the deadline will be late and rejected.

## 2.5 Cancellation of Procurement

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating Entities.

## 2.6 Governing Laws and Regulations

This procurement is conducted by the State of Utah Division of Purchasing & General Services, in accordance with the Lead State Procurement Code. These are available at https://purchasing.utah.gov/code-and-rule/.

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Utah. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in Section 14.12 of Attachment A - NASPO ValuePoint Master Agreement Terms and Conditions.

## 2.7 Firm Offers

Responses to this RFP, including proposed costs, will be consi­dered firm for (180) days after the Proposal due date.

## 2.8 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a Proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror’s restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint cooperative purchasing program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## 2.9 Proposal Content and Format Requirements

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the scope of work elements.

**2.10 Proposal Submission Instructions**

By submitting a proposal to this RFP, the Offeror acknowledges and agrees that the requirements, scope of work, and the evaluation process outlined in this RFP are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFP must be addressed within the question and answer period. The Offeror further acknowledges that it has read this RFP. More information regarding submittal requirements are provided within the RFP documents.

All costs incurred by an Offeror in the preparation and submission of a proposal, including any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed.

The cost proposal will be evaluated independently from the evaluated qualifications, pursuant to Utah Code Annotated (UCA) § 63G-6a Part 7, and as such, **must** be submitted separate from the technical proposal. Separate, for the purposes of this solicitation, means that a separate document is submitted with the labeling instructions provided in this RFP document. Failure to submit cost or pricing data separately may result in Offeror’s Proposal being judged as non-responsive and ineligible for contract award. For electronic submissions, submitting the cost schedule as a separate document is considered separate.

**Proposals must be received by the posted due date and time posted on Jaggaer.** Proposals received after the deadline will be late and ineligible for consideration. Should there be a difference between the due date and time posted in Jaggaer and the date and time in this document, or elsewhere, the time and date posted in Jaggaer will control.

Proposals shall be submitted electronically through Jaggaer. The Lead State will not accept Proposals submitted through any other means. For ease in distributing proposals for evaluation the Lead State must have electronic copies received through Jaggaer only.

**Electronic submission instructions:** When submitting a proposal electronically through Jaggaer, allow sufficient time to complete the online forms and to upload proposal documents. The RFP will end at the deadline. If an Offeror is in the middle of uploading a proposal when the deadline arrives, the system will stop the upload process and the proposal will not be accepted by Jaggaer, and the attempted submission will be considered late and ineligible for consideration.

Electronic proposals may require uploading of electronic attachments. Jaggaer will accept a wide variety of document types as attachments. However, the Lead State is unable to view certain documents. All documents must be uploaded in Jaggaer as separate files.

**2.11 Required Format**

All Proposals must be submitted in the format outlined below. Offerors must title each document utilizing the names listed below. Proposals must be submitted as separate, individual documents pursuant to the titles listed below. The Jaggaer site will outline where certain documents are to be submitted within the portal. All other documents may be submitted within the Supplier Attachments section of the Jaggaer site.

* + 1. **Business Proposal Response**

Offerors shall submit a point by point response to the items in Section 4 below. The response should use the same section title and subsection number for ease in finding information during evaluation.

Title this document upload – [**Offeror Name] Business Proposal Response**

* + 1. **OEM Mandatory Minimum Requirements**

Offerors must complete Attachment C – OEM Mandatory Minimum Requirements pertaining to the Offeror’s firm and products and the ability to meet the mandatory minimum requirements listed in Attachment C – OEM Mandatory Minimum Requirements.

Title this document upload – [**Offeror Name] – OEM Mandatory Minimum Requirements**

If Offeror is proposing optional services, upload the document in the Supplier’s Attachment section.

Title this document upload - [**Offeror Name] - Optional Services**

* + 1. **OEM Evaluated Qualifications**

Offerors shall submit a point by point response to the OEM Evaluated Qualifications. The response should use the same section title and subsection numbering for ease in finding information during evaluation.

Title this document upload – [**Offeror Name] OEM Evaluated Qualifications**

* + 1. **Product Mandatory Minimum Requirements and Evaluated Qualifications**
       1. Product Mandatory Minimum Requirements

Offerors shall submit a point by point response to the Product Mandatory Minimum Requirements to demonstrate product compliance with the stated product mandatory minimum requirements. Within each product category, Offerors shall, at a minimum, provide the products listed in the Product Mandatory Minimum Requirements.

Title this document upload – **[Offeror Name]** - **Product Mandatory Minimum Requirements.**

* + - 1. Product Evaluated Qualifications

Offerors shall submit a point by point response to the Product Evaluated Qualifications. The response should use the same section title and subsection numbering for ease in finding information during evaluation.

Title this document upload – **[Offeror Name**] - **Product Evaluated Qualifications.**

* + 1. **Confidential, Protected or Proprietary Information & Redacted Copy**

**Pricing may not be classified as confidential or protected and will be considered public information.**

**Process for Requesting Non-Disclosure:**To protect information under a claim of business confidentiality, an Offeror must complete Attachment F - Claim of Business Confidentiality form, at the time the Proposal is submitted, with the following information:

* Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
* Submit an electronic “redacted” (excluding protected information) copy of the Proposal.  Copy must clearly be marked “Redacted Version.”

An entire proposal cannot be identified as **“PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY”**.

**Redacted Copy:**If an Offeror submits a proposal that contains information claimed to be confidential or protected, the Offeror **MUST** submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

As provided above, this document is to constitute Offeror’s redacted proposal along with Attachment F.

If there is no protected/redacted information, provide a document labeled as indicated below with “None” in the body of the document.

Failure to comply with this section of the RFP releases the Lead State, NASPO ValuePoint, and Participating Entities from any obligation or liability arising from the inadvertent release of Offeror information.

Title this document upload – **[Offeror** **Name] Redacted Proposal**

* + 1. **Exceptions and/or Additions to Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions.**

The Lead State discourages exceptions to contract terms and conditions in the RFP and the NASPO ValuePoint Master Agreement Terms and Conditions. Exceptions may cause a Proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation committee) the Proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception and would require a substantial proposal rewrite to correct.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

Moreover, Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. In the sole discretion of the Lead State, exceptions may be evaluated to determine the extent to which; the alternative language or approach poses unreasonable, additional risk to the state; the exception inhibits achieving the objectives of the RFP; or the exception’s ambiguity makes evaluation difficult and a fair resolution (available to all Offerors) impractical given the timeframe for the RFP. Exceptions may result in a Proposal being rejected as nonresponsive and the Lead State is under no obligation to consider exceptions.

Proposed exceptions and/or additions to Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions, including the exhibits, must be submitted in this section. Offeror must provide all proposed exceptions and/or additions, including an Offeror’s terms and conditions, license agreements, or service level agreements in Microsoft Word format for redline editing. Offeror must also provide the name, contact information, and access to the individual(s) that will be directly involved in terms and conditions negotiations.

If there are no exceptions or additions to Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions, provide a document with “None” in the body.

Title this document – **[Offeror** **Name] Exceptions Additions to T&Cs**

* + 1. **Cost Proposal**

Cost will be evaluated independently from the evaluated qualifications. The Attachment D - Cost Proposal is to be submitted as a separate document. Inclusion of any cost or pricing data within the evaluated qualifications may result in the proposal being deemed non-responsive.

Title this document – **[Offeror Name] Cost Proposal**

## 2.12 Ownership or Disposition of Proposals and other Materials submitted

All materials submitted become the property of the Lead State. Materials may be evaluated by anyone designated by the Lead State as part of the evaluation committee. Materials submitted may be returned only at the state's option.

# Section 3: Evaluation and Award

## 3.1 Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive Proposal rewrite. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements pro­vided that all of the otherwise responsive Proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the RFP.

## 3.2 Discussions with Offerors – Oral Presentations

The Lead State does not intend to conduct interviews or presentations but the Lead State reserves the right to do so if it is determined to be in the best interest of the Lead State. The Lead State shall establish a date and time for the interviews or presentations and shall notify eligible Offerors of the procedures. Representations made by an Offeror during interviews or presentations shall become an addendum to the Offeror's proposal and shall be documented. Representations must be consistent with the Offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the Offeror's proposal. Interviews and presentations will be at the Offeror's expense.

The Lead State reserves the right to award on receipt of initial proposals without an opportunity for discussion or Proposal revision, so Offerors are encouraged to submit their most favorable Proposal at the time established for receipt of Proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of Proposals. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Offerors.

**3.3** **Award of Master Agreement(s)**

It is anticipated that this RFP will result in multiple contract awards. The methodology or formula that will be used to determine the number of contract awards is: if the Offeror scores 750 points (combination of points earned from OEM Evaluated Qualifications, Product Evaluated Qualifications, and Cost Proposal Evaluation), the Offeror will be awarded a contract.

**3.4 Evaluation Process**

**Stage 1**: OEM Mandatory Minimum Requirements

In the initial stage of the evaluation process, the Lead State will review all Proposals timely received. Non-responsive proposals not conforming to RFP requirements will be eliminated from further consideration.

Failure to meet any one of the OEM Mandatory Minimum Requirements will result in the Offeror being rejected and the Offeror shall not move forward in the evaluation process. All of the OEM Mandatory Minimum Requirements are non-negotiable.

**Stage 2:** OEM Evaluated Qualifications

Responsive Proposals will be evaluated by an evaluation committee against the OEM evaluated qualifications. Proposals will be evaluated against the OEM evaluated qualifications as follows:

OEM Evaluated Qualification 1 - Warranty (40 Points)

OEM Evaluated Qualification 2 – Website (40 Points)

OEM Evaluated Qualification 3 – Customer Service Capabilities (50 Points)

OEM Evaluated Qualification 4 – Delivery (40 Points)

OEM Evaluated Qualification 5 – Authorized Dealer Relationship (20 Points)

OEM Evaluated Qualification 6 - Environmental (60 Points)

There are 250 OEM evaluated qualifications points possible. Offerors that achieve a minimum score threshold of 187.5 points will proceed to Stage 3: Product Mandatory Minimum Requirements and Evaluated Qualifications. Offerors with a score of less than the minimum required OEM evaluated qualifications points will be deemed non-responsive and ineligible for further consideration.

**Stage 3:** Product Mandatory Minimum Requirements and Evaluated Qualifications

Offerors may respond to one (1) or more of the product categories. Each proposal that meets the minimum score threshold described in the previous stage, will be further evaluated. Each product category has a series of product mandatory minimum requirements and a series of product related evaluated qualifications. Failure to include an offer on all mandatory products within the product category listed in Attachment B - Scope of Work will disqualify the product category from consideration.

**Stage 3a**: Product Mandatory Minimum Requirements:

Offeror’s failure to meet any of the product mandatory minimum requirements will result in the product category portion of the proposal being rejected, and the Offeror shall not move forward in the product category evaluation process. All of the category mandatory minimum requirements are non-negotiable.

**Stage 3b**: Product Evaluated Qualifications:

Responsive Proposals will be evaluated by an evaluation committee against the Product Evaluated Qualifications included in Section 7 of this RFP. Proposals will be evaluated against the OEM Evaluated Qualifications as follows:

* Product Evaluated Qualifications 1 – Category Capabilities, Components, and Finishes (100 Points)
* Product Evaluated Qualifications 2 – ANSI/BIFMA (100 Points)
* Product Evaluated Qualifications 3 – Versatility (100 Points)
* Product Evaluated Qualifications 4 – Mandatory Products (100 Points)
* Product Evaluated Qualifications 5 – Accessories (50 Points)

There are 450 Product Evaluated Qualifications points possible per category. Offerors that achieve a minimum score threshold of 337.5 points per category will proceed to Stage 4: Cost Proposal Evaluation. Offerors with a score of less than the minimum required Product Evaluated Qualifications points will be deemed non-responsive and ineligible for further consideration for that product category.

**Stage 4:** Cost Proposal Evaluation

Offerors successful in the Product Mandatory Minimum Requirements and Evaluated Qualifications will advance to Stage 4: Cost Proposal Evaluation. The Lead State shall use the following cost formula: The Offeror with the lowest total cost per product category shall receive 300 points per product category (100% of the total cost points). Other Offerors will receive a portion of the cost points based on what ratio higher their total cost is than the lowest proposed total cost.

It is anticipated that this RFP will result in multiple contract awards. The methodology or formula that will be used to determine the number of contract awards is: if the Offeror scores 750 points in a product category (combination of points earned from OEM Evaluated Qualifications, Product Evaluated Qualifications, and Cost Proposal Evaluation), the Offeror will be awarded a contract for that product category.

**3.5 Notice of Intent to Award**

After a final award(s) is made, the Lead State will issue an intent to award announcement on its electronic procurement system.

**3.6 Protest**

Offerors are directed to Utah Code Part 16 and Utah Administrative Code Rule R16 available at <http://le.utah.gov/xcode/Title63G/Chapter6a/63G-6a-S1601.html> and <https://rules.utah.gov/publicat/code/r033/r033-016.htm> for available protest processes.

## 3.7 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State’s judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating Entities, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

The NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity’s Participating Addendum.

The Master Agreement will include, but not be limited to, Attachment A - NASPO ValuePoint Master Agreement Terms and Conditions and Lead State specific terms and conditions required to execute a Master Agreement, the scope of work and selected portions of the Offeror’s Proposal.

# Section 4: Business Proposal Form

The response to this section shall not exceed three (3) pages in length. If pages submitted exceed the amount indicated, the response to this section shall be discarded.

* 1. **Promotion of the NASPO ValuePoint Master Agreement**

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint Cooperative Procurement Program.

* + 1. Describe specifically what makes Offeror a stable, long term partner for NASPO ValuePoint.
    2. Describe how Offeror intends to promote and market the use of the Master Agreement to Participating Entities. As many Participating Entities’ chief procurement officials must permit the use of the Master Agreement, how will Offeror integrate the approval of the chief procurement official into Offeror’s plan for promoting the Master Agreement?
    3. Through its Cooperative Development Coordinators, Supplier Development Director and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging contractors in strategies aimed at promoting master agreements.  What opportunities and/or challenges does Offeror see in working with NASPO ValuePoint staff in this way?
    4. Does Offeror participate in any other public procurement cooperatives? If yes, explain any restrictions or requirements that other cooperatives place on Offeror for participating with NASPO ValuePoint. If Offeror is contractually unable to fulfill this request, provide a statement.
  1. **Administrative Fee and Reporting Plan**

Offeror shall include a plan for meeting the administrative fee and reporting requirements of NASPO ValuePoint and Participating Entities.  All information within the plan must be kept current, with NASPO ValuePoint and the Lead State Contract Administrator being notified of any changes to the administrative fee and reporting plan immediately.

The plan shall include but not be limited to the following components:

* + 1. Offeror shall identify the individual responsible for providing the mandatory usage reports.
    2. Offeror shall identify the method and frequency in which usage data will be collected from authorized distributors.
    3. Offeror shall identify the method in which administrative fees will be distributed to NASPO ValuePoint and applicable Participating Entities.
    4. Offeror shall identify the method in which up-to-date information will be provided to NASPO ValuePoint and the Lead State Contract Administrator.
  1. **Offeror Profile**

Provide the following information specific to Offeror:

* + 1. Offeror’s full legal name
    2. Primary business address
    3. Describe Offeror’s ownership structure
    4. Employee size (number of employees)
    5. Website
    6. Sales contact information
    7. Client retention rate during the past three (3) years
    8. A brief history of Offeror and the year it was founded
    9. Describe Offeror’s growth during the past three (3) years.

# Section 5: OEM Mandatory Minimum Requirements

## See Attachment C – OEM Mandatory Minimum Requirements.

# Section 6: OEM Evaluated Qualifications

Offerors are required to submit a point by point response to the following items. Offerors shall provide a detailed description of how Offeror can provide the following criteria. Offerors should not submit a full catalog or generic literature.

## Warranty

## Describe how Offeror’s standard warranty for each product category exceeds the minimum warranty requirements stated in Attachment C – OEM Mandatory Minimum Requirements Section 8 Warranty. Describe Offeror’s warranty and period of time for textiles, color fastness, electrical components, pneumatic cylinders and other moving parts.

## Describe how Offeror provides warranty documents or information to Participating Entities.

## Provide the number of warranty claims filed in calendar year 2021 for each of the product categories for which Offeror is submitting.

## Describe Offeror’s policy in regards to how warranty applies to products that have been discontinued.

## To what extent beyond ten (10) years or the warranty expiration period as defined in Attachment C - OEM Mandatory Minimum Requirements Section 8 Warranty are parts and components available for products that have been discontinued?

## Provide a copy of the Offeror’s standard warranty for each product category for which Offeror is submitting.

* 1. **Website**

The response to this section shall not exceed seven (7) pages in length including images to illustrate website capabilities. **If pages submitted exceed the amount indicated, the response shall be discarded and not evaluated.**

* + 1. Describe in detail the features, benefits, and capabilities of Offeror’s website.
    2. To what extent does Offeror’s website provide detailed information on product offering, color and fabric options, pricing, and product capability?
    3. Describe the website’s ability to search Authorized Dealers in the geographic area of each Participating Entity.
    4. Describe website training offered by Offeror.
    5. Describe how environmental products are identified or searchable to Participating Entities on the website.
    6. Describe the accessibility, functionality, or level of website compliance with Web Content Accessibility Guidelines.

**6.3 Customer Service Capabilities**

The response to this section shall not exceed fifteen (15) pages in length. **If pages submitted exceed the amount indicated, the response shall be discarded and not evaluated.**

* + 1. Describe how Offeror proposes to provide satisfactory product representation and sales support to Participating Entities and how the Participating Entity will be notified of changes to the representative contact information.
    2. Provide the Offeror’s proposed OEM Contract Administrator’s number of years’ experience in the office furniture industry.
    3. To what extent are Offeror’s service centers and/or Authorized Dealers service centers available beyond the minimum mandatory requirements described in Attachment C - OEM Mandatory Minimum Requirements Section 19 - Customer Service.
    4. Describe the ordering options available from the Offeror, Authorized Dealer(s), and the website.
    5. Describe the process that will be used to ensure that a customer service representative will respond to all inquiries within one (1) business day.
    6. Describe the Design Services available through Offeror’s Authorized Dealer(s).
    7. Describe the Installation Services available through Offeror’s Authorized Dealer(s).
    8. Describe the Customer Service available through Offeror’s Authorized Dealer(s).
    9. Describe Offeror’s process for Customer Owned Material (COM).
    10. Describe the process Offeror uses to track and respond to issues and concerns from both the Authorized Dealer(s) and Participating Entities.
    11. Describe how Offeror assesses customer satisfaction.
    12. Describe Offeror’s quality assurance measures.
    13. Describe Offeror’s ability and process to support a decentralized system of orders submitted from many Purchasing Entities in multiple states and locations.
    14. Describe Offeror’s return and restocking policy and procedure when the Participating Entity orders in error.
  1. **Delivery**

The response to this section shall not exceed two (2) pages in length. **If pages submitted exceed the amount indicated, the response shall be discarded and not evaluated.**

* + 1. Describe how Offeror processes emergency or rush deliveries that are requested by a Participating Entity.
    2. Describe the standard lead time for shipping for each of the shipping methods defined in Attachment C - OEM Mandatory Minimum Requirements Section 11 Freight and Delivery.
    3. Describe Offeror’s short lead time or express delivery products program.
    4. Describe Offeror’s standard lead time from the time the order is placed until delivery.
  1. **Authorized Dealer Relationship**

The response to this section shall not exceed five (5) pages in length. **If pages submitted exceed the amount indicated, the response shall be discarded and not evaluated.**

* + 1. Describe what Offeror requires from potential dealers to become an Authorized Dealer including any requirements for a show room.
    2. Describe how Offeror currently measures Authorized Dealer performance.
    3. Describe Offeror’s process for revoking a dealership from an Authorized Dealer for issues related to customer service, lack of inventory, poor design service, late deliveries, and other Authorized Dealer performance related issues, and how the escalation process will be handled.
    4. Describe how Offeror will support and assist an Authorized Dealer in improving their performance and the corrective action process.
    5. Describe Offeror’s process for tracking and responding to issues and concerns from both Authorized Dealers and Participating Entities. Describe how Offeror would resolve a dispute between a Purchasing Entity and an Authorized Dealer.
    6. Describe how Offeror will train Authorized Dealers on implementing and marketing the Master Agreement. Describe how Offeror will train Authorized Dealers as to the scope of the Master Agreement to ensure that only the product categories awarded will be promoted and marketed to the Purchasing Entity.
  1. **Environmental**

The response to this section shall not exceed twenty-three (23) pages in length. **If pages submitted exceed the amount indicated, the response shall be discarded and not evaluated.**

Participating Entities reserve the right to request evidence that the Offeror achieves, demonstrated, or provides the environmental sustainability attributes stated. Acceptable evidence that may be requested consists of published literature, catalogs, production specifications, sales brochures, and/or independent laboratory test results showing that the environmental sustainability attribute is achieved, demonstrated, or provided. Do not submit independent test data or published literature; however, Participating Entities reserve the right to request second party testing data at any time.

* + 1. Commitment to Environment and Sustainability
       1. Provide a website link to Offeror’s current environmental sustainability, if available.
       2. Provide a website link to Offeror’s most recent annual sustainability report, if available.
       3. Describe any sustainable transportation practices Offeror has put in place.
       4. Describe any sustainable packaging services Offeror provides.
       5. Describe information about how Offeror has improved the sustainability of its operations.
       6. Describe information about how Offeror labels its environmentally preferable products in Offeror’s catalog and/or online ordering system so they can easily be identified. Environmentally preferable products are defined as those meeting the criteria below.
       7. Describe any environmental certifications and/or awards Offeror has received in the past five (5) years.
  1. Offeror shall provide a list of Offeror’s proposed products that meet the standards below.
     1. ANSI/BIFMA e3-2019 Furniture Sustainability at level® 1 or higher.
     2. Cradle to Cradle (Bronze, Silver, or Gold).
     3. UL2818 GREENGUARD (Standard for Chemical Emissions) (Basic or Gold).
     4. SCS Indoor Air Advantage (Basic or Gold).
     5. ANSI/BIFMA Furniture Emission Standards (M7.1/X7.1 1-2011)
     6. Flame Retardant Free
        1. Does Offeror label all upholstered seating products that meet Technical Bulletin 117-2103 in accordance with the manner described in Section 19094 of the California Business and Professions Code?
        2. Are all upholstered seating products that meet TB 117-2013 labeled “as not containing flame retardant chemicals”?
     7. Environmental Product Declaration (EPD) or Health Product Declaration (HPD). Include an example, if available.
     8. At least 30% post-consumer recycled material and/or 50% total recycled content (Total recycled is the amount of post-consumer recycled content and post-industrial recycled content that the product contains).
     9. List any additional environmental attributes of Offeror’s products such as bio-based content or FSC certified wood.
     10. Principles for Safer Chemicals: Offerors that participated in the Chemical Footprint Project need only complete question 6.7.10.1 of this section and may skip questions 6.7.10.2-4.
         1. Has Offeror participated in the Chemical Footprint Project? If yes, provide Offeror’s responses to the survey and skip questions ii-iv. If no, respond to questions 6.7.10.2-4 below.
         2. Does Offeror have a chemicals policy that aims to avoid chemicals of high concern? Yes/No. If yes, provide Offeror’s policy and note whether it is available on Offeror’s website. If no, skip to question iv below.
         3. Does Offeror have a chemicals policy that in addition to avoiding chemical of high concern includes an explicit reference for the use of safer alternatives? Yes/No. If yes, note whether Offeror’s policy focus on chemicals in Offeror’s products, manufacturing operations, supply chains, and/or primary packaging? In addition, if yes, note whether Offeror’s chemicals policy publicly. If no, answer question iv below.
         4. What chemical information does Offeror collect from suppliers? Response Options. List all that supply. Offeror:
            1. Requires suppliers to provide chemical information as delineated in our Legally Restricted Substances List.
            2. Requires suppliers to provide chemical information as delineated in our Beyond Restricted Substances List.
            3. Requires suppliers to provide chemical information on the EU’s list of Candidate Substances of Very High Concern.
            4. Requires supplies to provide full chemical ingredient information.
            5. None of the above.
  2. Other Applicable Standards.
  3. Has Offeror had any breaches of environmental, health, or safety standards within the past twelve (12) months? This includes fires, explosions, industrial accidents, hazardous releases, or other health and safety incidents at any of the Offeror’s facilities. If so, provide details (including but not limited to date of event, quantitative extent of damage, environmental effects, and corrective action plan and success rate) of all breaches.

# Section 7: Product Mandatory Minimum Requirements and Evaluated Qualifications

Offerors are required to submit a point by point response to the following questions for each product category for which Offeror is responding to. Offerors shall submit information for mandatory and optional product offerings in separate sections of their response to this section. Offerors shall not submit a full catalog or generic literature.

The Participating Entities reserve the right to request second party testing data. Do not submit independent test data or published literature; however, the Participating Entities reserve the right to request second party testing data at any time.

Offeror’s failure to meet any one (1) of the product mandatory minimum requirements will result in the product category portion of the Offeror’s proposal being classified as non-responsive and will be rejected. Within each product category, Offerors shall, at a minimum, provide the mandatory products listed below.

Offerors may not team with other manufacturers in order to provide all mandatory products within a category except the architectural products and accessories category. If an Offeror elects to team with another manufacturer to provide the architectural products and accessories category, the Offeror that submits the response must submit a Proposal on behalf of the manufacturer of the architectural products and accessories and will be considered legally responsible for the Proposal and the Master Agreement, if awarded.

## Office Seating and Accessories

## Office Seating and Accessories Mandatory Minimum Requirements

## All products offered in response to each product category shall be standard catalog products for which literature and specifications are available including any certified test results if available.

## All products must have an identification tag/sticker, which must include the following information: manufacturer’s name, model number, and year built excluding accessories.

## All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

## Offerors submitting for the office seating and accessories category must provide in their offering, at a minimum, executive seating, task/work seating, conference room seating and guest/side seating. Optional products include dispatch 24/7 seating, value seating, Bariatric seating, stackable/folding seating, work stools, and tablet arm chairs and stools.

## Office Seating and Accessories Evaluated Qualifications

## Category Capabilities, Components, and Finishes

## Describe fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type) for all seating types.

## Describe polyurethane foams and minimum IFD softness for all seating types.

## Describe Offeror’s ability to customize products that still maintain the primary product function and warranty.

## Describe which products, excluding accessories, offered in response to this category meet the most current ANSI/BIFMA X5.1 General - Purpose Office Chairs, and California Technical Bulletin 117-2013, or most current version, Requirements, Test Procedure and Apparatus for Testing and Flame Retardance of Resilient Filling Materials used in upholstered furniture, January 2015 edition, also known as Technical Bulletin 117.

## Describe the versatility of proposed product and how it can be used collaboratively to form groups, teams, or instruction and movement including how it can be integrated with other proposed product categories (if any).

## Mandatory Products

## Describe executive seating options including ergonomic, fully adjustability including tilt, height, pneumatic, with multiple seat pan sizes, seat and swivel, multiple styles of casters to include carpet and non-carpet, minimum five-star base, armrests to be height and width adjustable.

## Describe task/work seating options including ergonomic, full adjustability including tilt, height, pneumatic, seat and swivel, multiples styles of casters to include carpet and non-carpet, minimum five-star base, armrests to be height and width adjustable.

## Describe conference room seating options including ergonomic, full adjustability including tilt, height, pneumatic, seat and swivel, multiple styles of casters, bases to include carpet and non-carpet, minimum five-star base, and armrest options.

## Describe guest/side seating options including ergonomic, multiple styles, sizes type of casters, bases, and armrest options.

## Describe available accessories for this category.

## Office Seating and Accessories Optional Products (Not Evaluated)

## Describe dispatch 24/7 seating options including ergonomic, full adjustability including tilt, height, pneumatic, seat and swivel, multiple styles of casters to include carpet and non-carpet, minimum five-star base, armrests to be height and width adjustable headrest and lumbar support. Include weight rating availability.

## Describe value seating options (under $400 net price per chair before discount) including ergonomic, full adjustability including tilt, height, pneumatic, seat and swivel, multiple styles of casters, bases to include carpet and non-carpet, minimum five-star base, and armrest options.

## Describe Bariatric seating options including ergonomic, full adjustability including tilt, height, pneumatic, seat and swivel, multiple styles of casters, bases to include carpet and non-carpet, minimum five-star base, and armrest options. Provide details if Bariatric chairs meet or exceed the most current ANSI/BIFMA X5.11 General - Purpose Large Occupant Office Chairs.

## Describe stackable/foldable seating options including ergonomic, multiples styles of casters and bases, armrest options, alignment devices, ganging, weight and maximum stack height, storage and transportation options.

## Describe work stool options including hard surface types, type of casters, bases, back and arm and footrest options.

## Describe tablet arm chairs including hard surface types, types of casters, bases, and back and arm options.

* 1. **Lounge and Public Seating and Accessories** 
     1. Lounge and Public Seating and Accessories Mandatory Minimum Requirements

## All products offered in response to each product category shall be standard catalog products for which literature and specifications are available including any certified test results if available.

* + - 1. All products must have an identification tag/sticker which must include the following information: manufacturer’s name, model number, and year built excluding accessories
      2. All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
      3. Offerors submitting for the Lounge and Public Seating Accessories category must include, at a minimum, single seats reception/lounge seating, multiple seat reception/lounge seating within one unit or ganged seating units, couch seating, and lounge seating. Optional products include collaborative lounge seating, folding chairs, and foot stools.
    1. Lounge and Public Seating and Accessories Evaluated Qualifications
       1. Category Capabilities, Components, and Finishes
          1. Describe fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type) for all seating types.
          2. Describe polyurethane foams and minimum IFD softness.

## Describe Offeror’s ability to customize products that still maintain the primary product function and warranty.

* + - 1. Describe which products, excluding accessories, offered in response to this category meet the most current ANSI/BIFMA X5.1 General Purpose Office Chairs – Tests, ANSI/BIFMA X5.4 Public & Lounge Seating, and/or ANSI/BIFMA X5.41 Large Occupant Public & Lounge Seating – 400 lb user, and California Technical Bulletin 117-2013, or most current version, Requirements, Test Procedure and Apparatus for Testing and Flame Retardance of Resilient Filling Materials used in upholstered furniture.
      2. Describe the versatility of proposed product and how it can be used collaboratively to form groups, teams, or instruction and movement including how it can be integrated with other proposed product categories (if any).
      3. Mandatory Products
         1. Describe single seat reception/lounge seating options including ergonomic, multiple styles, sizes, types of casters, bases, and armrest options.
         2. Describe multiple seat reception/lounge seating options including ergonomic, multiple styles, sizes, types of casters, bases, and armrest options.
         3. Describe couch seating options including ergonomic, multiple styles, sizes, types of casters, bases, and armrest options.
         4. Describe lounge seating options including ergonomic, multiple styles, sizes, types of casters, bases, and armrest options.
      4. Describe available accessories for this category.
    1. Lounge and Public Seating and Accessories Optional Products (Not Evaluated)
       1. Describe collaborative lounge seating options including ergonomic, multiple styles of casters and bases, armrest options, alignment devices, ganging, weight and maximum stack height, storage and transportation options.
       2. Describe folding chairs including multiple styles of casters and bases, armrest options, alignment devices, ganging, weight and maximum stack height, storage and transportation options.
       3. Describe foot stools including multiple styles or casters and bases, and weight options.
       4. Describe Bariatric Lounge and Public Seating.
  1. **Desks, Tables, and Related Products and Accessories**
     1. Desks, Tables, and Related Products and Accessories Mandatory Minimum Requirements

## All products offered in response to each product category shall be standard catalog products for which literature and specifications are available including any certified test results if available.

* + - 1. All products must have an identification tag/sticker which must include the following information: manufacturer’s name, model number, and year built excluding accessories
      2. All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
      3. Offerors submitting for the Desks, Tables, and Related Products and Accessories category must provide in their offering, at a minimum, free-standing desks, height adjustable desks, and tables. Optional products include small office, side tables, conference room tables, training tables, and mobile and portable workstations.
      4. Offeror certifies that standard trim for all exposed corners or changes in height, if applicable, must be included in quotes. Offeror must provide standard trim for all exposed ends, junctions, corners, or changes in height.
    1. Desks, Tables, and Related Products and Accessories Evaluated Qualifications
       1. Category Capabilities, Components, and Finishes
          1. Describe work surfaces including standard and up charge laminates, veneers, shapes, depths, edge options, finishes, height adjustability, support methods, and cable management accessibility.

## Describe Offeror’s ability to customize products that still maintain the primary product function and warranty.

* + - 1. Describe which products, excluding accessories, offered in response to this category meet or exceed the most current ANSI/BIFMA X5.5 Desks/Tables Products.
      2. Describe the versatility of proposed product and how it can be used collaboratively to form groups, teams, or instruction and movement including how it can be integrated with other proposed product categories (if any).
      3. Describe how product offering are designed in a manner that components may be completely removed from one side without disturbing the other workstation when in an open floorplan or collaboration workstation layout.
      4. Mandatory Products
         1. Describe free-standing desks including sizes, number of drawers, types of finishes and materials (i.e. wood, metal), privacy type panels, base and leg/foot options, locking/security, drawer tracking/glides, and cord management.
         2. Describe height adjustable desks options including, but not limited to, work surface options, sizes, cable management, finishes, options, and the height adjustability mechanisms.
         3. Describe tables including size (height/width/depth), type of legs or bases, types of finishes and materials (i.e. wood, metal), mobility, fold ability, storage, and transportation options.
      5. Describe available accessories for this category including integrated task lighting.
    1. Desks, Tables, and Related Products and Accessories Optional Products (Not Evaluated)
       1. Describe small office tables including sizes (height/width/depth), type of finishes and materials (i.e. wood, metal), locking/security and bases.
       2. Describe side tables including sizes (height/width/depth), type of finishes and materials (i.e. wood, metal), locking/security and bases.
       3. Describe conference room tables including sizes (height, width, depth), types of finishes and materials (i.e. wood, metal), bases, and cabling options for audio/visual/computer/electrical component equipment.
       4. Describe training tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), bases, mobility, fold ability, nesting, storage and transportation options, and cabling options for audio/visual/computer/electrical component equipment.
       5. Describe mobile and portable workstations including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), bases, mobility, fold ability, nesting, storage and transportation options, and cabling options for audio/visual/computer/electrical component equipment.
  1. **Panel Systems and Accessories**
     1. Panel Systems and Accessories Mandatory Minimum Requirements

## All products offered in response to each product category shall be standard catalog products for which literature and specifications are available including any certified test results if available.

* + - 1. All products must have an identification tag/sticker which must include the following information: manufacturer’s name, model number, and year built excluding accessories.
      2. All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
      3. Offerors submitting for the panel systems and accessories category must provide in their offering, at a minimum, panel systems and overhead storage. Optional products include moveable screens, boundaries, and panels, mobile boards, and shelving.
      4. Offeror certifies that standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in quotes.
    1. Panel Systems and Accessories Evaluated Qualifications
       1. Category Capabilities, Components, and Finishes
          1. Describe fabric and fabric grades including the variety of options available in standard and up charge category, including soil and fade resistance, recycled content fabric (include recycled content type).

## Describe Offeror’s ability to customize products that still maintain the primary product function and warranty.

## Describe Offeror’s ability to conceal from view or flush component mounting hardware, safety locking devices, and ability to install or uninstall connectors and fasteners without damage to panels or adjacent surfaces.

* + - 1. Describe which products, excluding accessories, offered in response to this category meet or exceed the most current ANSI/BIFMA - X5.6 Panel Systems.
      2. Describe the versatility of Offeror’s proposed product and how it can be used collaboratively to form groups, teams, or instruction and movement including how it can be integrated with Offeror’s other proposed product categories (if any). Describe how product offering are designed in a manner that components may be completely removed from one side without disturbing the other workstation when in an open floorplan or collaboration workstation layout.
      3. Mandatory Products
         1. Describe panel systems including a variety of options that provide privacy without blocking airflow or light, ease of reconfiguration, and cable management, options to support hanging components without counter balancing, and the number of components that can be supported without replacing the load bearing base unit, and the maximum height (if applicable).
         2. Describe overhead storage units including the variety of options, materials, and widths to match panel dimensions, flexibility in configurations, shelves with integral metal back or back stop, finish, lock availability, and the ability to attach accessories.
      4. Describe available accessories for this category including task lighting (mounting, high efficiency, and glare minimizing options) and overhead and high shelf storage accessories.
    1. Panel Systems and Accessories Optional Products (Not Evaluated)
       1. Describe moveable screens, boundaries, and panels including sizes, types of finishes and materials, base and leg/foot options, multiple styles of casters to include carpet and non-carpet, and cord management (if applicable).
       2. Describe mobile boards including sizes, types of finishes and materials, base and leg/foot options, multiple styles of casters to include carpet and non-carpet, and cord management (if applicable).
       3. Describe shelving that attaches to panel systems including types of finishes and materials.
  1. **Storage and Accessories**
     1. Storage and Accessories Mandatory Minimum Requirements

## All products offered in response to each product category shall be standard catalog products for which literature and specifications are available including any certified test results if available.

* + - 1. All products must have an identification tag/sticker which must include the following information: manufacturer’s name, model number, and year built excluding accessories.
      2. All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
      3. Offerors submitting for the Storage and Accessories category must provide in their offering, at a minimum, file cabinets, free-standing and mobile pedestal file cabinets, and bookcases. Optional items include wardrobes, cabinets, and shelving.
    1. Storage and Accessories Evaluated Qualifications
       1. Category Capabilities, Components, and Finishes
          1. Describe surfaces including standard and up charge laminates, veneers, shapes, depths, edge options, finishes, height adjustability, support methods, and cable management accessibility.

## Describe Offeror’s ability to customize products that still maintain the primary product function and warranty.

* + - 1. Describe which products, excluding accessories, offered in response to this category meet or exceed the most current ANSI/BIFMA - X5.9 Storage Units.
      2. Describe the versatility of proposed product and how it can be used collaboratively to form groups, teams, or instruction and movement including how it can be integrated with other proposed product categories (if any).
      3. Mandatory Products
         1. Describe file cabinets, sizes, number of drawers, options for lateral, vertical, types of finishes and materials (i.e. wood and metal), ganging, locking/security, counterweights, and drawer tracking/glides.
         2. Describe free-standing and mobile pedestal cabinets including size (height/width/depth), number of drawers, fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type), mobility, type of casters, types of finishes and materials (i.e. wood, metal), locking/security.
         3. Describe bookcases including size (height/width/depth), number of shelves and options, types of finishes and materials (i.e. wood, metal), locking/security, and counterweights/mountable options.
      4. Describe available accessories for this category.
    1. Storage and Accessories Optional Products (Not Evaluated)

* + - 1. Describe storage cabinet sizes (height/width/depth), numbers of shelves and options, types of finishes and materials (i.e. wood and metal), locking/security, and counterweights/mountable options.
      2. Describe wardrobe sizes (height/width/depth), numbers of shelves and options, types of finishes and materials (i.e. wood and metal), locking/security, and counterweights/mountable options.
      3. Describe wall mounted shelving. This category does not include shelving units that are attached to panel systems or architectural products.
  1. **Architectural Products and Accessories**
     1. Architectural Products and Accessories Minimum Mandatory Requirements

## All products offered in response to each product category shall be standard catalog products for which literature and specifications are available including any certified test results if available.

* + - 1. All products must have an identification tag/sticker which must include or have other means for establishing the following information: manufacturer’s name, model number, and year built excluding accessories.
      2. All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
      3. Offerors must meet or exceed any Participating Entities’ current revision of standard, code, law, requirement and manufacturer recommend installation methods during the term of the contract.
      4. Offeror must provide training to the Purchasing Entity in maintenance, panel replacement, and access to utilities.
      5. Offeror certifies that all miscellaneous required items such as hardware, brackets, clamps, braces, etc. that would be necessary for the installation and layout be included in quotes.
      6. Offerors submitting for the Architectural Products category must provide in their offering, at a minimum, demountable walls (unitized and modular). Optional items include other types of architectural products, shelving, pods, and other similar products.
    1. Architectural Products and Accessories Evaluated Qualifications
       1. Category Capabilities, Components, and Finishes
          1. Describe manufacturing processes including quality assurance programs and any environmentally friendly features and benefits. Describe the structural performance standards used by Offeror and the methods used to ensure compliance and testing methodology.
          2. Describe building materials used and/or provide data sheets or industry recognized equivalent regarding material components.
          3. Describe options available including materials and finishes, door options, sound attenuation qualities, and support of hanging equipment and furniture.

## Describe Offeror’s ability to customize products that still maintain the primary product function and warranty.

* + - 1. Describe which products, excluding accessories, offered in response to this category meet or exceed the American Society for Testing and Materials or other industry standards.
      2. Describe the versatility of proposed product and how it can be used collaboratively to form groups, teams, or instruction and movement including how it can be integrated with other proposed product categories (if any).
         1. Describe installation processes and procedures including quality assurance program. Include response time to project site if technical assistance is required for maintenance or repair. Describe any quality control processes or procedures that are routinely utilized in the installation of products.
         2. Describe the method and process required to move or reconfigure walls. Describe the ability and method to access utilities, electrical, data, plumbing or other interior utilities. Describe the ability to change the panel material/type for future updates. Does product need to be completely disassembled to be reconfigured? How does the product adapt to new technology? Describe any other features or benefits of Offeror’s product not already covered.
         3. Provide a list of four (4) projects, in varying degrees of complexity and types, designed and installed by Offeror that demonstrate Offeror’s strengths, including a general timeline (total time for project completion), and a complete description of the project scope.
      3. Mandatory Products
         1. Describe demountable walls including unitized wall systems including shapes and styles, materials (such as veneer, writeable whiteboard, glass, and upholstery), colors, flexibility, technology integration, acoustics and other capabilities such as types of doors and finish and hardware combinations, if applicable.
         2. Describe demountable walls including modular systems including shapes and styles, materials (such as veneer, writeable whiteboard, glass, and upholstery), colors, flexibility, technology integration, acoustics and other capabilities such as types of doors and finish and hardware combinations, if applicable.
      4. Describe available accessories for this category.
    1. Architectural Products and Accessories Optional Products (Not Evaluated)
       1. Describe additional architectural products including shapes and styles, materials (such as veneer, writeable whiteboard, glass, and upholstery), colors, flexibility, technology integration, acoustics and other capabilities such as types of doors and finish and hardware combinations, if applicable.
       2. Describe shelving products that integrate with architectural products including styles, materials, flexibility, technology integration and other capabilities, if applicable.
       3. Describe pods and similar products for this category including shapes and styles, materials, flexibility, technology integration, acoustics and other capabilities, if applicable.

**Section 8: Cost Proposal**

## 8.1 Minimum Discount Percentage Rate and Published Commercial Price List

## 8.1.1 Minimum Discount percentage rates offered shall be guaranteed for the term of the Master Agreement*.*

## 8.1.2 The awarded Offeror may request to update the pricing on their Published Commercial Price List one (1) time every twelve (12) months. Any update must be submitted at least ninety (90) days prior to the effective date and the Lead Contract State Administrator may update the Master Agreement through a written amendment as appropriate.

## The requested increase must be based upon a documented cost increase to the awarded Offeror that is directly correlated to the price of the products on the awarded Offeror’s Published Commercial Price List that are covered under the Master Agreement. The price adjustment must not produce a higher profit margin than the original contract and must be accompanied by sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list.

## Documentation shall include, but not be limited to, the awarded Offeror’s national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data, and other information to support and justify the increase. The Lead State Contract Administrator may conduct a thorough investigation of the data provided and substantiate whether the increase is valid or justified.

## Any approved Published Commercial Price List price adjustments shall carry a price guarantee period of twelve (12) months and be effective on the date of the Master Agreement amendment or the designated effective date.

## Any adjustment or amendment for a price increase to the Master Agreement will not be effective unless approved by the Lead State Contract Administrator. The Purchasing Entity will be given the immediate benefit of any decrease in the market or allowable discount.

## No retroactive price adjustments will be allowed for Published Commercial Price List price adjustments.

## 8.1.3 Price Reductions

In the event of a price decrease in any awarded category at any time during the term of the Master Agreement in an OEM’s Published Commercial Price List, the Lead State Contract Administrator shall be notified immediately. All Published Commercial Price List price reductions shall be effective upon the notification provided to the Lead State Contract Administrator.

**8.2 Product Line Additions**

During the term of the Master Agreement, the awarded Offeror may submit a request to update the awarded product lines within the awarded categories as products are introduced or removed from the market.

The Lead State Contract Administrator may evaluate requests and update the Master Agreement through a written amendment as appropriate. The request must be made at least ninety (90) calendar days prior to the effective date. The awarded Offeror must update the dedicated website, price lists, and catalog to reflect approved changes. Pricing must utilize the same pricing structure as was used for products falling into the same awarded product category.

**8.3 Participating Addendum Rates**

Design and Installation Services: Hourly rates escalation and reduction process will be negotiated by the Participating Entity and the awarded Offeror and the process and terms shall be documented in the Participating Addendum.

* 1. **Categories and Product Lines**

If Offeror elects to offer a product line under an awarded category, the Offeror must provide the entire product line within the awarded category.

* 1. **Cost Proposal**
     1. Offeror shall provide in addition to a completed Attachment D - Cost Proposal, a comprehensive, dated and numbered Published Commercial Price List for all products offered in response to this RFP that includes all products offered.

Title the price lists in the Supplier’s Attachments section – **[Offeror Name] – [Product Line] – [Number and Date].**

* + - 1. Architectural Products
         1. If Offeror does not have a Published Commercial Price List available for the Architectural Products category, Offeror may submit a response to this requirement detailing the method Offeror utilizes to quote projects. The method should be detailed and describe how each element of the project, raw materials, labor, and other applicable components are calculated.

Title this document upload in the Supplier’s Attachments section – **[Offeror Name] – Architectural Products Quote Method.**

* + - * 1. Participating Entities may be required to obtain multiple quotes for each project when a Published Commercial Price List is not available. The process that a Participating Entity determines shall be negotiated in the Participating Addendum process.
    1. **Discount Percentage**
       1. Offeror shall provide pricing based on a minimum percentage discount from a Published Commercial Price List, manufacturer’s price list, or catalog.
       2. Offeror may offer multiple minimum percentage discounts per category and product line if, those different percentages and product types are specified on the corresponding product category detail sheet in Attachment D – Cost Proposal.
          1. Accessories offered must be included in a specific awarded product line. Accessories from a product line not awarded may not be offered.
       3. The minimum percentage discount offered includes Standard Delivery and Dock Delivery to Purchasing Entity.
       4. Hardware and related components may have their own minimum percentage discount if specified on the corresponding product category detail sheet in Attachment D – Cost Proposal.
       5. The minimum percentage discount offered does not include Installation Services. Installation Services and Design Services rates are negotiated during the Participating Addendum process.