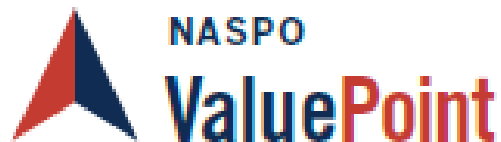




The State of Utah
Division of Purchasing & General Services

In conjunction with



Request for Proposals

State of Utah Solicitation Number RC17020

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

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Issuing
Procurement Unit
Conducting
Procurement Unit

State of Utah Division of Purchasing

State of Utah Division of Purchasing

REQUEST FOR PROPOSALS

NASPO ValuePoint Office Furniture and Related Installation Services

Solicitation # RC17020

This Request for Proposals (“RFP”), having been determined to be the appropriate procurement method to provide the best value to the Conducting Procurement Unit, 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) Chapter 63G-6a, 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: Overview and Instructions

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The State of Utah, Division of Purchasing & General Services (Lead State) is requesting proposals for office furniture and related accessories including all customer service, installation, and design 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's) and their Authorized Dealers to provide office furniture products and related services for all Participating States. Authorized Dealers are required to offer customer service, sales service, warranty service, design services, and installation services. This solicitation does not allow for multiple firms represented by a distributor to respond. This solicitation does not allow for sister companies to team and submit offers. 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 procurement 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 procurement director and compliance with local statutory and regulatory provisions. The term of the Master Agreement shall be five (5) years.

Any resulting Participating Addenda for a State of Utah Cooperative Contract will be for the benefit of all Utah public entities, nonprofit organizations, and agencies of the federal government, i.e. State of Utah departments, agencies, and institutions, political subdivisions (colleges, universities, school districts, special service districts, cities and counties, etc.).

The State of Utah Division of Purchasing does not guarantee any purchase amount under an awarded contract. Estimated quantities are for solicitation purposes only and are not to be construed as a guarantee.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors.

Each Participating Entity may select the Authorized Dealer(s) they choose to do business with during the

Participating Addendum process. A Participating Entity may require the Authorized Dealer(s) to submit additional information regarding their firm as part of the selection process during the execution of a Participating Addendum. This information could include, but is not limited to; business references, number of years in business, technical capabilities, information on past projects, and the experience of both their sales and installation personnel.

Each Participating Entity has the option to select one or more product categories or services from the resulting Master Agreement(s) during the execution of the Participating Addendum process. Office furniture accessories including ergonomic tools, keyboard trays, monitor arms, task lighting, and organization tools may be included in the offering by the OEM, but purchasing entities may elect to procure these items from other sources to meet their individual needs or preferences.

Each Participating Entity has the option to negotiate an expanded product line within the product category offering and within the scope of this RFP during the Participating Addendum process. Any additional incremental discounts available to a Participating Entity, if offered, may be provided at the discretion and as the sole legal obligation of the OEM or their Authorized Dealer to the Participating Entity and negotiated during the Participating Addendum process.

The Awarded Vendor will be the sole point of contract responsibility. The Lead State Contract Administrator and Participating State or Entities will look solely to the awarded vendor for the performance of all contractual obligations, and the awarded vendor shall not be relieved for the non-performance of any Authorized Dealers and/or all Subcontractors. Contract requirements such as websites, reporting, etc. are the responsibility of the Awarded Vendor. Awarded Vendors must provide education and guidance on use of the Master Agreement and Participating Addendums.

Lease Option (Optional): Participating States reserve the right to determine to utilize leasing options, if available from a selected OEM or Authorized Distributor, during the Participating Addendum process. In addition to providing the proposed categories for Office Furniture and related services, NASPO ValuePoint would like rental/financing options, including, but not limited to: lump sum payment, installment sale, rental and the option to lease any Office Furniture, supplies, materials and services. The selected OEM or Authorized Distributor will identify its rental/lease partner(s). Any State that Issues a Participating Addendum may choose to work with a selected OEM or Authorized Dealer's lease partner or obtain other financing or work with other leasing entities of the State's choice. Lease options are optional and are not factored into the evaluation process.

The resulting Master Agreement 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 RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Proposals must be concise and as short as possible to allow for efficient evaluation. Blanket marketing material and unnecessary elaborate brochures or representations beyond what is sufficient to present a complete and effective proposals are not acceptable.

Offerors may respond to all or any of the furniture categories.

The following product categories are included in this RFP.

Office Furniture: This definition of Office Furniture is generic in nature and is further defined in the product

categories provided below. Office Furniture consists of objects that are moveable, ergonomic, and intended to support the various activities that occur in an office setting. Items such as systems furniture, cubicle walls, cubicle-wall mounted cabinets and shelving, freestanding desks and tables, storage, filing, case-good units, seating, architectural walls, mobile and portable workstations, and the associated accessories that are used in an office are considered office furniture for the purposes of this RFP

PRODUCT CATEGORIES

Workspace Furniture

The Workspace Furniture category will group together three (3) categories of coordinating furniture. This category has been created so that end users of the resulting contracts have an option of selecting from a group of coordinating furniture for the office environment.

Systems Furniture and Accessories: Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements are included.

Desks/Tables and Accessories: A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit-to-stand capability, drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category.

Filing and Storage and Accessories: The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls.

Desks/Tables and Accessories

A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit-to-stand capability, drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

Filing and Storage and Accessories

The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls. The term wooden is meant to include wood, or veneer, or wood laminate.

Seating and Accessories

The seating category includes both high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes and are either mesh back or fabric with arms or without and guest/side chairs that have both four point and star bases. This category also includes optional reception/lounge seating, dispatch chairs, stackable/foldable chairs, collaborative, and stationary and height adjustable stools.

Architectural Walls

Prefabricated walls, typically steel or aluminum frame, at the factory, with custom design solutions for a variety of applications. A non-structural, manufactured wall system consisting of prefinished modular-

panels assembled to create various spaces. Installed into a track system, panels may interlock or butt together with system hardware. This system is best for floor to ceiling installations. This wall type is best suited for longer duration needs and for project separations in occupied spaces and as a barrier.

Traditional Executive Furniture

Traditional style furniture is of wood construction and primarily wood finishes, for private office settings suitable for judges, executives, and government officials. Configurable work areas may include a variety of options using Free-standing desks, returns, credenzas, file pedestals, hutches, small conference tables, seating, and bookcases.

Mobile and Portable Workstations

Mobile and Portable Workstations and benching furniture that is quickly configurable and easy to reconfigure and store.

SERVICES CATEGORIES

Design Services

Design Services include but are not limited to; space planning, installation plans, furniture migration strategies, reconfiguration of existing systems, inventory of existing furniture, assistance with furniture selection, interior office design, and computerized installation drawings.

Installation Service

Installation Services include all labor required to disassemble, assemble, deliver, set-up, install, and otherwise finish an office installation or remodel project.

Customer Service

Including but not limited to sales service, customer service, product information services, and warranty services.

1.2 NASPO VALUEPOINT BACKGROUND INFORMATION

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It 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 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 consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.3 PARTICIPATING STATES

In addition to the Lead State conducting this solicitation, the other Participating States that have requested to be named in this RFP as potential users of the resulting Master Agreement are listed below. 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 that will govern their state Participating Addendum in Attachment N. These Terms and Conditions are being provided as a courtesy to proposers to indicate which additional Terms and Conditions may be incorporated into that state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and

conditions. The Participating States must negotiate these Terms and Conditions directly with the supplier. State-specific Terms and Conditions are included in Attachment N.

INTENT TO PARTICIPATE	
State	Estimated Annual Usage
Alaska	\$3,366,000
Florida	\$15,770,270
Hawaii	\$4,078,897
Idaho	\$2,805,000
Illinois	\$560,000
Minnesota	\$6,874,385
Montana	\$1,695,471
North Dakota	Unknown
Oregon	\$28,094,015
South Dakota	\$1,200,000
Utah	\$15,550,279
Virginia	Unknown

The information regarding estimated annual usage above has been provided by the individual States and a minimum or maximum level of sales volume is not guaranteed or implied. This is informational data only.

1.4 HISTORIC USAGE

The following information represents historic usage from the current master agreements. No minimum or maximum level of sales volume is not guaranteed or implied. This is informational data only.

NASPO ValuePoint Contract Usage Summary

	2013	2014	2015	2016*	2017
MA144 - MBI (Allsteel)	\$200,734.00	\$605,459.00	\$923,284.00	\$434,877.00	
MA145 - HB (Herman Miller)	\$2,639,007.00	\$7,293,678.00	\$7,966,306.00	\$2,340,887.00	
MA146 - Desks (HON)	\$215,154.00	\$1,113,896.00	\$1,207,247.00	\$820,549.00	
MA147 - Midwest (Steelcase)	\$745,291.00	\$6,807,337.00	\$4,374,009.00	\$1,122,088.00	
Yearly Totals:	\$3,800,186.00	\$15,820,370.00	\$14,470,846.00	\$4,718,401.00	

2016* these figures are YTD (2 quarters).

1.5 ISSUING PROCUREMENT UNIT, CONDUCTING PROCUREMENT UNIT, AND RFP SOLICITATION NUMBER

For the purposes of this RFP, the State of Utah Division of Purchasing is the Issuing Procurement Unit for this RFP and all subsequent addenda relating to and is referred to as “State”. The reference number for this RFP is Solicitation # RC17020. This number must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The State of Utah Division of Purchasing is conducting this RFP in partnership with the Utah Governor’s Office of Economic Development’s STEM Action Center for procurement items identified in this RFP.

1.6 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on Monday, July 17, 2017, at 9:00 am, at the following location:

The Little America Hotel - Salt Lake City
Ballroom B, 1st Floor
500 Main St.
Salt Lake City, UT 84101

Due to limited space, please limit attendance to two individuals from your company. Attendance at the conference is mandatory. This pre-proposal conference must be attended by an authorized representative of the person or vendor submitting a proposal. Failure to attend this mandatory pre-proposal conference shall result in the disqualification of any offeror that does not have an authorized representative attend the entire duration of the mandatory pre-proposal meeting. Listening to or viewing audio or video recordings of a mandatory pre-proposal conference may not be substituted for attendance. Answers to questions asked during the pre-proposal conference will be provided via an addendum posted in SciQuest.

1.7 QUESTION AND ANSWER PERIOD

All questions **MUST** be submitted through SciQuest (www.sciquest.com) during the designated time for questions (“Q&A period”) listed on SciQuest. Questions submitted through any other channel will not be answered. Questions may be answered in the order that they are submitted or may be compiled into one document and answered via an addendum. Answers disseminated by the State through the SciQest system shall serve as the official and binding position of the State and will constitute an addendum to this RFP.

Questions, exceptions, or notification to the State of any ambiguity, inconsistency, excessively restrictive requirement, or error in this RFP, **MUST** be submitted as a question through SciQuest during the Q&A period.

An answered question or addenda may modify the specification or requirements of this RFP. Answered questions and addendums will be posted on SciQuest. Offerors should periodically check SciQuest for answered questions and addendums before the closing date. It is the responsibility of the Offerors to submit their proposal as required by this RFP, including any requirements contained in an answered question and/or addendums.

Exceptions to scope/content of the RFP that have not been previously addressed within the Q&A period of the procurement are not allowed and may result in the Offeror’s proposal being considered non-responsive.

1.8 ADDENDUMS

Offerors are encouraged to periodically check SciQuest for posted questions, answers and addendums.

Any modification to this procurement will be made by addendum issued by the State Division of Purchasing. Addendums to this RFP may be made for the purpose of making changes to: the scope of work, the schedule, the qualification requirements, the criteria, the weighting, or other requirements of this RFP.

Offerors are encouraged to review this RFP prior to the deadline to submit a proposal, even if a offer has been submitted, in case an addendum has been issued by the issuing procurement unit. Offerors are encouraged to review the status of their RFP submission prior to the deadline to submit the proposal, in case an addendum has been issued in which it has changed the requirements of submission status. It is the responsibility of the offeror to ensure their proposal is completely submitted prior to the deadline.

After the due date and time for submitting a proposal to this RFP, at the discretion of the Chief Procurement Officer or head of a Procurement Unit with independent procurement authority, addenda to this RFP may be limited to the Offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP that likely would have impacted the number of Offerors responding to the original publication of this RFP, in the opinion of the Chief Procurement Officer or head of a Procurement Unit with independent procurement authority.

Authorized and properly issued addenda shall constitute the official and binding position of the State. Addenda shall be distributed within a reasonable time to allow prospective offerors to consider the addenda in preparing proposals. After the due date and time for submitting a proposal, at the discretion of the issuing procurement unit, addenda to this RFP may be limited to offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP.

Any response to this RFP which has as its basis any communications or information received from sources other than this RFP or related addenda may be considered non-responsive and be rejected at the sole discretion of the State.

1.9 RESTRICTIONS ON COMMUNICATIONS

From the issue date of this RFP until an Offeror is awarded a contract and the award is published, Offerors are prohibited from communications regarding this RFP with the conducting Procurement Unit staff, evaluation committee members, or other associated individuals EXCEPT the State of Utah Division of Purchasing Procurement Officer overseeing this RFP. Failure to comply with this requirement may result in disqualification.

1.10 SUBMITTING YOUR PROPOSAL

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 Q&A 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 technical proposal, 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 your 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 SciQuest (“deadline”). Proposals received after the deadline will be late and ineligible for consideration.

Proposals shall be submitted electronically through SciQuest. We will not accept proposals submitted through any other means. For ease in distributing proposals for evaluation we must have electronic copies received through SciQuest only.

Electronic submission instructions: When submitting a proposal electronically through SciQuest, please 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 SciQuest, and the attempted submission will be considered late and ineligible for consideration.

Electronic proposals may require uploading of electronic attachments. SciQuest will accept a wide variety of document types as attachments. However, the State is unable to view certain documents. Therefore, **DO NOT submit** documents that are **embedded (zip files), movies, wmp, encrypted, or mp3 files**. All documents must be uploaded in SciQuest as separate files.

1.11 CONTRACT AWARD INTENT

It is anticipated that this RFP will result in multiple contract awards, and may be awarded to more than one offeror. The contracts will be awarded on a statewide basis. The methodology or formula that will be used to determine the number of contract awards is: An award will be made to all contractors who meet the score threshold stated in Section 7.

1.12 LENGTH OF CONTRACT

The contract resulting from this RFP will be for a period of five (5) years with no renewal options for additional years. The State reserves the right to review the contract resulting from this RFP on a regular basis regarding performance and cost and may negotiate price during the term of the contract.

1.13 PRICE GUARANTEE PERIOD

All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be submitted at least ninety (90) calendar days prior to the effective date. Requests for price adjustment must include 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 manufacturers 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 shall conduct a thorough investigation of the data provided and substantiate whether the increase is valid and justified.

Any adjustment or amendment to the contract will not be effective unless approved by the Division of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

1.14 PRICE ESCALATION AND REDUCTIONS

Products: Pricing shall remain firm for the first year of the Master Agreement(s). The OEM may update the pricing on their PUBLISHED COMMERCIAL PRICE LIST one (1) time every twelve (12) months after the first year of the original contract term. The NASPO ValuePoint Lead State Master Agreement Administrator will review a documented request for a PUBLISHED COMMERCIAL PRICE LIST adjustment only after the Price Guarantee Period as defined in section 1.13 of this RFP. The requested increase must be based upon a documented cost increase to the OEM that is directly correlated to the price of the products on the OEM'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 and nationwide notice of price adjustment to the PUBLISHED COMMERCIAL PRICE LIST.

The NASPO ValuePoint Master Agreement Administrator shall determine whether the requested PUBLISHED COMMERCIAL PRICE LIST price increase or an alternate option is in the best interest of the Participating Entities. The PUBLISHED COMMERCIAL PRICE LIST price increase request must be made at least ninety (90) calendar days prior to the effective date, and shall not go into effect until a Master Agreement amendment has been fully executed. Any approved PUBLISHED COMMERCIAL PRICE LIST price adjustments will 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.

No retroactive price adjustments will be allowed for PUBLISHED COMMERCIAL PRICE LIST price adjustments.

Design and Installation Services: Price escalation and reduction process will be negotiated by the Participating Entity and the Contractor and the process and terms shall be documented in the Participating Addendum.

Price Reductions: In the event of a price decrease in any category of product at any time during the contract in an OEM's PUBLISHED COMMERCIAL PRICE LIST, including renewal options, the NASPO ValuePoint Master Agreement Administrator shall be notified immediately. All PUBLISHED COMMERCIAL PRICE LIST price reductions shall be effective upon the notification provided to the NASPO ValuePoint Master Agreement Administrator.

1.15 DISCUSSIONS

Discussions may be conducted with the Offerors who submit proposals determined to be reasonably susceptible of being selected for award, followed by an opportunity to make best and final offers pursuant to UCA § 63G-6a Part 7, but proposals may be accepted without discussions.

1.16 STANDARD CONTRACT TERMS AND CONDITIONS, EXCEPTIONS, AND NEGOTIATIONS

Any contract resulting from this RFP will include, but not be limited to the Standard Terms and Conditions – Goods and Services.

NOTE: If the Standard Terms and Conditions are not included, then the Standard Terms and Conditions– Goods and Services are attached by reference. The Standard Terms and Conditions – Goods and Services can be found at <http://purchasing.utah.gov/purchasingforms.html>.

Exceptions and/or additions to the “Standard Terms and Conditions– Goods and Services” are strongly discouraged. However, Offerors requesting exceptions and/or additions to the Standard Terms and Conditions– Goods and Services must be submitted with the proposal. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Offerors may not submit requests for

exceptions and/or additions by reference to an Offeror's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Q&A period regarding the Standard Terms and Conditions.

The State may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts of the procurement unit; to warranties, insurance, or indemnification provisions that are necessary to protect the Procurement Unit after consultation with the Attorney General's Office or other applicable legal counsel; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest of the procurement unit.

In a multiple award, the State reserves the right to negotiate exceptions and/or additions to Terms and Conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed.

If negotiations are required, the Offeror must provide all documents in Microsoft Word format for redline editing. The Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatorily required acceptance of an Offeror's Terms and Conditions may result in the proposal being determined to be non-responsive.

Any award resulting from this RFP is subject to successful contract Terms and Conditions negotiation (if required). The State, at its sole discretion, will determine when contract Terms and Conditions negotiations become unproductive and will result in termination of award to that Offeror and the State may move to the next eligible Offeror.

1.17 PARTICIPATING STATES TERMS AND CONDITIONS

As a courtesy to Offerors, some Participating State's specific Terms and Conditions are provided in Attachment N of this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional Terms and Conditions in its Participating Addendums. Offerors must submit a statement that they understand they may be required to negotiate these additional Terms and Conditions when executing a Participating Addendum.

1.18 PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, provides in part that: *the following records are protected if properly classified by a government entity:*

- (1) trade secrets as defined in Section 13-24-2, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in UCA § 63G-2-309 (Business Confidentiality Claims);*
- (2) commercial information or non-individual financial information obtained from a person if:
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) the person submitting the information has provided the governmental entity with the information specified in UCA § 63G-2-309;**

** * * * **

(6) records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties,

Pricing may not be classified as confidential or protected and will be considered public information after award of the contract.

Process for Requesting Non-Disclosure: Any Offeror requesting that a record be protected must include with the proposal a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Offeror must complete the Claim of Business Confidentiality form with the following information:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (UCA § 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of the proposal. Copy must clearly be marked “Redacted Version.”

The Claim of Business Confidentiality form may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY”, and if so identified, shall be considered non-responsive unless the Offeror removes the designation.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be business confidential or protected information, the Offeror must submit two (2) separate proposals: one (1) redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one (1) non-redacted version for evaluation purposes, clearly marked as "Protected Business Confidential."

1.19 INTERVIEWS AND PRESENTATIONS

The evaluation committee does not intend to conduct interviews or presentations but we reserve the right to conduct interviews and presentations if it is determined to be in the best interest of the Conducting Procurement Unit. Interviews and presentations may be held at the option of the State. The State shall establish a date and time for the interviews or presentations and shall notify eligible Offerors of the procedures. Offerors invited to interviews or presentations shall be limited to those Offerors meeting the mandatory minimum requirements and mandatory minimum technical score threshold specified in the RFP. 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.

1.20 FREIGHT TERMS

The Contracted Supplier(s) must ship all products F.O.B. destination, freight prepaid. Shipping costs must be included in the product price for all Participating Entities. All freight costs for shipments to the closest west coast shipping port for Alaska and Hawaii must be included in the product price offered in response to this RFP. Alaska and Hawaii will negotiate freight rates (from the closest west coast shipping port to the locations of the Participating Entity) during the Participating Addendum process.

Under no circumstances will the Contracted Supplier(s) increase their profit margin through shipping charges to Hawaii or Alaska.

The Contracted Suppliers are responsible for filing and expediting all freight claims with carriers. The Contracted Supplier must pay title and risk of loss or damage charges.

The Participating Entities reserve the right to examine freight cost and route shipments with their own contracted carrier.

F.O.B Destination, freight prepaid

Seller – Pays freight charges

Seller – Bears freight charges and selects carrier

Seller – Owns goods in transit

Seller – Files claims (if any)

1.21 PRODUCT LINE ADDITIONS AND AUTHORIZED DEALER UPDATES

During the term of the contract, Contracted Manufacturer's may submit a request to update the awarded product line (within the scope listed in Section 1.1) as products are introduced or removed from the market. The Master Agreement Administrator will evaluate requests and update the contract offering via written amendment as appropriate. The Contracted Supplier must update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure as was used for products falling into the same awarded product category.

The process for adding or removing an authorized dealer at the State level will be negotiated and described in the Participating Addendum. Each participating State shall determine, negotiate with the contractor, and describe the process in the Participating Addendum. Contractors shall follow the process described in the Participating Addendum for each State when adding or removing an authorized dealer per State.

1.22 RIGHT TO PUBLISH

Throughout the duration of this procurement process and Master Agreement term, Offerors, OEM's and their Authorized Dealers must secure from the NASPO ValuePoint Master Agreement Administrator prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the Master Agreement. The OEM must not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Master Agreement without prior written consent of the NASPO ValuePoint Master Agreement Administrator. Failure to adhere to this requirement may result in disqualification of the Offerors proposal or termination of the Master Agreement for cause.

1.23 CHANGES IN REPRESENTATION

The Contracted Manufacturer must notify the NASPO ValuePoint Master Agreement Administrator of changes in the Contracted Manufacturer's Contract Administrator or Contract Usage Report Administrator, in advance and in writing and upon approval by the NASPO ValuePoint Master Agreement Administrator. The NASPO ValuePoint Master Agreement Administrator reserves the right to require a change in Contracted Supplier(s) representatives if the assigned representative(s) is not, in the opinion of the NASPO ValuePoint Master Agreement Administrator, meeting the Terms and Conditions of the contract.

1.24 STATE SEAL USE

The Utah [Great Seal Rule](#) states, in section R622-2-3.Custody and Use, that "no facsimile or reproduction of

the Great Seal may be manufactured, used, displayed, or otherwise employed by anyone without the written approval of the Lieutenant Governor."

Other participating States have similar rules that must be adhered to by offerors or interested parties.

1.25 USAGE REPORTING AND ADMINISTRATIVE FEE REQUIREMENT

Refer to Terms and Conditions for NASPO ValuePoint usage reporting and administrative fee requirements. Some States may require additional usage reporting and administrative fee be paid directly to the State only on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the State.

1.26 GLOSSARY

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 Representative: An individual with the authority to legally bind the Offeror to the Terms and Conditions of the Master Agreement (s) established as a result of this RFP. This individual must have the authority and ability to accurately reflect the ability of the Offeror to meet the requirements detailed in this RFP.

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).

BIFMA: The Business and Institutional Furniture Manufacturers Association. See www.bifma.org for more information.

California Technical Bulletin 117-2013: "Requirements, Test Procedure and Apparatus for Testing the Smolder Resistance of Materials Used in Upholstered Furniture", June 2013.

Contract Administrator: A dedicated person with the authority and ability to manage compliance with the scope and Terms and Conditions for this contract.

Contracted Supplier or Contractor or Contracted OEM Supplier: An Original Equipment Manufacturer (OEM) of office furniture that has been awarded a Master Agreement as a result of this procurement.

Ergonomic: The science of designing office furniture to fit the user and optimize human well-being and overall office furniture performance.

KD: Knocked down furniture that requires assembly after delivery.

LCA: Life Cycle Assessment is the investigation and evaluation of the environmental impacts of a given product or service caused or necessitated by its existence.

Lead State: The State issuing the Request for Proposal, in this case, Utah.

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 on behalf of NASPO ValuePoint and the Contractor, as now or hereafter amended.

MSDS or SDS or Safety Data Sheets: Material Safety Data Sheets. See www.msds.com for more information.

NASPO ValuePoint: Unified, nationally focused cooperative allegiance aggregating the demand of all 50 states, the District of Columbia and the organized US territories, their political subdivisions and other eligible entities, spurring best innovation and competition in the marketplace. See <http://www.naspovaluepoint.com/> for more information.

NFPA 260: National Fire Protection Association – Flammability requirements for textiles. See www.nfpa.org for more information.

OEM: Original Equipment Manufacturer of office furniture.

OSHA: Occupational Safety Health Administration. See www.osha.gov for more information.

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 Contractor by the individual State desiring to use their contract. Additional States may be added with the consent of the Contractor and the Lead State (on behalf of NASPO ValuePoint) through execution of Participating Addendums. A Participating Addendum allows for each Participating State to add Terms and Conditions that may be unique to their State.

The Participating State and the Contractor must negotiate and agree upon any additional Terms and Conditions prior to the signing and execution of the Participating Addendum. States are not mandated to sign a Participating Addendum with all awarded vendors.

Participating Entity: A state, or other legal entity, properly authorized to enter into a Participating Addendum. See Attachment A.

PUBLISHED COMMERCIAL PRICE LIST: Manufacturer’s Price list, also known as the list price.

Purchasing Entity: A state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and 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.

Qualified Entity: An entity that is eligible to use the Master Agreement(s).

Underwriters Laboratories: (UL) Independent, not-for-profit product safety testing and certification organization. See www.ul.com for more information.

Usage Report Administrator: A person responsible for the quarterly sales reporting and payments described in Section 1.13 Usage Reporting Requirement.

Volume Discount: A percentage discount offered by the seller to the buyer for purchasing a stated dollar amount of furniture products to be delivered at one time or over a specified period.

Wooden: The term wooden is meant to include, wood, or wood veneer, or wood laminate.

Section 2: OEM Mandatory Requirements

2.1 MANDATORY MINIMUM REQUIREMENTS/QUALIFICATIONS

This section contains mandatory minimum requirements that must be met in order for an offer to be considered responsive. Offerors must complete Attachment C Acceptance Document pertaining to their firm and products and the ability to meet the following minimum mandatory requirements. For ease of evaluation, an Offerors proposal must include a fully completed RC17020 Attachment C: Acceptance Document.

Failure to meet any one of the mandatory requirements/qualifications will result in the proposal being rejected pursuant to UCA § 63G-6a-704 and the proposal will not move forward in the evaluation process.

All of the items described in this section are non-negotiable. A rejection of a proposal due to a proposal not meeting mandatory minimum requirements can occur at any time that the non-compliance is discovered.

2.2 PRODUCT OFFERING

All products offered must be new. Any used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

2.3 DEDICATED WEBSITE

The Contracted Supplier(s) must maintain a contract website with a link for each Participating Entity. The purpose of this website is to inform end users of the individual state programs under any subsequent Participating Addendum. Such Contract Websites must, at a minimum, contain:

- a. Product offerings and options, limited to the products approved by each Participating Entity through their Participating Addendum.
- b. Maintain a list of Authorized Dealers within the Participating State's that are authorized to service the Contract.
- c. Pricing information limited to the products approved by the Participating Entity through their Participating Addendum.
- d. Contracted Supplier(s) must have website implemented within ninety (90) calendar days of execution of a Master Agreement or implementation of a Participating Addendum. Participating States will identify any State specific accessibility or other requirements during the Participating Addendum process.

2.4 WARRANTY

The OEM must, at a minimum, warrant the office furniture products and materials offered under this Master Agreement as defined below. OEM's may exclude textiles, color fastness, electrical components, pneumatic cylinders and other moving parts from the ten (10) year warranty but must describe the warranty offered and period of time for these items. If not explicitly excluded, they will carry the ten (10) year warranty. Specialty products, ancillary products, and accessories may be excluded from the following requirements and must offer a warranty minimum of five (5) years. Warranties must contain descriptive warranty information for all specialty products, ancillary products, and accessories.

- a. Systems Furniture – Minimum ten (10) years
- b. Seating - Minimum ten (10) years
- c. Desk/Tables - Minimum ten (10) years
- d. Traditional Executive Furniture - Minimum ten (10) years
- e. Filing and Storage - Minimum ten (10) years
- f. Architectural Walls – Product and installation warranty must be a minimum of ten (10) years from

owner's acceptance.

- g. Mobile and Portable Workstations – Minimum ten (10) years
- h. Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation must be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
- i. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to in writing by the Participating Entity. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

2.5 GEOGRAPHIC COVERAGE AND CURRENT CONTRACTS

- a. Your firm must provide one (1) or more of the product categories and services listed in Section 1.1 to all members participating in the NASPO ValuePoint Cooperative Purchasing Program. Your firm or your Authorized Dealer Network must provide the associated design and installation services for the applicable product categories. All products and services must be provided to the entire State.
- b. Your firm must provide a listing of your firm's current State and Local Government contracts (not GSA) in the United States for the provision of Office Furniture product categories provided in Section 1.1. Complete RC17020 Attachment C: Acceptance Document Section 2 Supplement. If your firm is contractually unable to fulfil this request, please state so on RC17020 Attachment C: Acceptance Document Section 2 Supplement.

2.6 INSURANCE REQUIREMENT

Participating States will identify any State specific insurance requirements during the Participating Addendum process. The Insurance Requirements found in Section 21 of the attached NASPO ValuePoint Master Agreement Terms and Conditions will apply to all orders arising from this Solicitation.

2.7 DELIVERY SERVICES

Unless otherwise noted on a purchase order the Contracted Supplier or its Authorized Dealer must comply with the following delivery requirements:

- a. The Contracted Supplier or its Authorized Dealer must be able to offer the following delivery methods. Architectural Walls and Systems Furniture require installation services. Pricing and fees for additional services, such as inside delivery, liftgate, dock delivery, and other non-standard requests, will be negotiated in the Participating Addendum process. All additional delivery charges must be included on the purchase order.
 - o Drop Ship – FOB Destination Freight Prepaid. Product is brought to the tailgate or end of truck and purchasing entity is responsible to unload. No additional freight charges apply.
 - o Dock Delivery – Products will be delivered and unloaded by a common carrier to a dock. There are times when a purchasing entity may want to order, as an example, seating or accessories, and does not need assistance with installation or assembly and prefers the product to delivery directly to their facility dock.
 - o Inside Delivery – Products will be delivered by the Authorized Dealer inside an office building location as designated on a purchase order. Products will be unloaded and unboxed with no assembly required by the Authorized Dealer.
 - o Liftgate Service – Products will be delivered to a receiving address that does not have a loading dock. Manual unloading is necessary and a liftgate truck that can raise and lower a shipment from the truck to the ground will be required.
 - o Installation – Products will be delivered, unloaded, and assembled by the authorized dealer,

according to design plan and to a move-in ready condition incorporating Section 2.13 Installation of Product requirements.

- b. Delivery of goods must be made to any location specified on the purchase order. This could include multiple delivery locations on one (1) purchase order. These locations may include, but are not limited to, standard office buildings, high-rise office buildings, receiving docks, and staging areas.
- c. It must be the responsibility of the Contracted Supplier or its Authorized Dealer to offer the services required to deliver, unload, uncrate, and assemble items ordered from any product category offered.
- d. The Contracted Supplier or its Authorized Dealer is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpster and trash receptacles that belong to the Purchasing Entity for the Participating State must not be used.
- e. Under no circumstances will Purchasing Entity personnel assist with unloading product.
- f. The Purchasing Entities may elect to accept partial deliveries, however, final payment will not be made until all products have been received and accepted unless a partial delivery was at the request of the Purchasing Entity.
- g. The Contracted Supplier or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order. If a delivery is delayed by the purchasing entity, they shall negotiate a new delivery date with the Contracted Supplier and revise the purchase order. Storage costs associated with the delayed deliveries requested by the purchasing entity will be negotiated on a project basis.
- h. Emergency or rush deliveries requested by the Purchasing Entity that require special shipping and handling charges may be at the Purchasing Entity's expense, but only with prior written approval from the Purchasing Entity and a delivery date agreement from the Contracted Supplier or its Authorized Dealer. Emergency or rush shipping charges must be added to an invoice as a separate line item.
- i. In the event emergency or rush delivery is required as the result of an OEM or Authorized Dealer's error; all shipping and handling charges must be paid by the Contracted Supplier including all charges for shipping and handling to Alaska and Hawaii.
- j. The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that must remain the obligation of the Contracted Supplier or Authorized Dealer. Unless otherwise stated in the Participating Addendum or project agreement, if delivery of critical components to perform job function are delayed more than ten (10) business days beyond the delivery terms as stated in the purchase order, the OEM or Authorized Dealer will be given the opportunity to provide a substitute product that meets the needs of the Purchasing Entity until the ordered product is delivered. The Purchasing Entity reserves the right to determine if the substitute product is acceptable and meets its needs. Should substitute product not meet the needs of the Purchasing Entity or if the OEM or Authorized Dealer does not provide a substitute product then the Purchasing Entity may impose a penalty equal to 3% of delayed product cost per week (Monday through Friday business week) for every week the delivery is delayed, assessed on the first day of each week. This penalty may be imposed at the discretion of the Purchasing Entity, but does not preclude the Purchasing Entity from compensation from the Contracted Supplier or Authorized Dealer for other expenses or penalties caused by the late delivery. Purchasing Entity acknowledges that Contracted Supplier and Authorized Dealer will not be liable to the extent that any such delays are caused by order changes requested by the Purchasing Entity, construction/inspection delays at Purchasing Entity's site, and/or force majeure events.
- k. All product shipped, **with the exception of accessories**, must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

2.8 DAMAGE AND INCORRECT PRODUCT

- a. Damaged or Incorrect Product must be reported to the Contracted Supplier or their Authorized Dealer by the Purchasing Entity within 5 calendar days after the damage is noticed.
- b. The Contracted Supplier or their Authorized Dealer is responsible for pick-up and repair or replacement of all damaged goods within a reasonable time frame acceptable to the Purchasing Entity.
- c. The Contracted Supplier or their Authorized Dealer must bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Purchasing Entity.
- d. The Contracted Supplier or their Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner, per Section 1.20 of this solicitation.
- e. The Contracted Supplier or their Authorized Dealer is required to keep the Purchasing Entities informed of the replacement process and delivery date for any and all replacement orders.
- f. The Purchasing Entity will not be charged a re-stock fee for any returns due to a Contracted Supplier error.
- g. In the event that a Purchasing Entity does not accept product due to damages or shipment error as described above, no Purchasing Entity, including Alaska or Hawaii, must pay additional shipping and handling charges for the shipment of replacement products.

2.9 PRODUCT MANUALS

Upon request, an owner's manual, which may include installation instructions and serviceable parts lists, must be supplied for all procured products. Manuals may be available via the Contracted Supplier's website. The manuals must be available that contain complete assembly and disassembly instructions including all necessary parts lists and diagrams.

2.10 OEM CONTRACT ADMINISTRATOR AND USAGE REPORT ADMINISTRATOR

The Contracted Supplier must provide a dedicated Contract Administrator to manage compliance with the scope and Terms and Conditions for this contract. The following Information, at a minimum, regarding the Contract Administrator must be provided:

- a. Administrator's number of years' experience in the office furniture industry.
- b. Confirmation that the OEM Contract Administrator has authority to enforce the scope of work and Terms and Conditions of the resulting contract.
- c. Ability to provide the reporting requirements as stated in the **Section 7** of the **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**, and in **Attachment B: NASPO ValuePoint Detailed Sales Data Report**.
- d. Offeror must identify the person responsible for providing the mandatory quarterly usage reports for both NASPO ValuePoint and any Participating Entity with reporting requirements included in Participating Addendums. This information must be kept current during the entire Contract period.

The contract administrator shall attend, and travel at their expense, an annual meeting with the master agreement administrator and sourcing team members to provide information regarding the contract. The following information to be provided by the contract administrator:

- a. Total contract purchases.
- b. Total contract purchases by product category.
- c. Total contract purchases by State.
- d. Total contract purchases by State by product category.
- e. Report on quality issues if applicable.
- f. New product introductions and market trends.
- g. Website traffic and offerings.
- h. Updates on Authorized Dealers.

- i. Marketing and other resources available.
- j. Management of the contract and questions or concerns.
- k. Discuss any issues or concerns and what contractor experience is in doing business with government entities under this contract.
- l. General Discussion

2.11 CUSTOMER SERVICE

- a. The Contracted OEM Supplier must have one lead representative for each entity that executes a Participating Addendum. Contact information must be kept current.
- b. Purchasing Entities must have the option of ordering through the OEM direct or through the Authorized Dealer network.
- c. The Contracted OEM Supplier or their Authorized Dealer Customer Service Representative(s) must be available by phone or email at a minimum, from 8AM to 5PM on Monday through Friday for the applicable time zones.
- d. The Contracted OEM Supplier or their Authorized Dealer Customer Service Representative will respond to inquiries within one (1) business day.
- e. The Contracted OEM Supplier or their Authorized Dealer must provide design services for the applicable categories.
- f. The Contracted OEM Supplier or their Authorized Dealer must provide Installation Services for the applicable categories.
- g. Project Management Services must be provided by the contracted OEM supplier or their Authorized Dealer. It is no additional charge.
- h. Quotes provided to the entity by the Contracted OEM Supplier or their Authorized Dealer must contain, at a minimum, the following elements:
 - Contract number
 - Item list price
 - Contracted discount percent
 - Contract price
 - Installation and design fees shown as hourly rates
- i. Quotes provided by the Contracted OEM Supplier or their Authorized Dealer must be approved by the Purchasing Entity prior to work commencement.
- j. Invoices provided by the Contracted OEM Supplier or their Authorized Dealer must contain, at a minimum, the following elements:
 - Purchase order number or other identifying order number.
 - Contract number.
 - Payment terms must be in line with the NASPO ValuePoint Master Agreement or the entity Participating Addendum.
 - Pricing that reflects that which is on the purchase order or other ordering confirmation documentation as applicable (i.e. signed quote, work order etc.).

2.12 PERFORMANCE, CERTIFICATIONS, LABELING, AND STANDARDS REQUIREMENT

All **environmentally preferred** product offered by the Contractor, if applicable, must comply with the most current version of the appropriate ANSI/BIFMA standard as well as comply with all applicable federal, state, municipality, local and borough, regulations, codes, and laws. If there is a conflict, the most stringent applies. **All products offered in response to this solicitation must meet Section 2.12. For standards that change during the course of the contract, contractors would be allowed to request a specific period of time to allow for completion of the test when a standard is revised. The request shall include the revised standard, a list of associated product(s) affected, and the period of time that is required for completion of the test(s).**

Only environmentally preferred product offering, must comply with both A and B below.

A. Products must comply with any **one (1)** of the certifications listed for 1. and 2. **AND** any **one (1)** of the certifications listed for **3., 4. and 5.** below:

1. **BIFMA level® Certified:** BIFMA level® is a multi-attribute furniture sustainability that addresses the environmental and social impacts of furniture products and is based on a points system with three (3) levels of achievement.
2. **Cradle to Cradle Certified:** Cradle to Cradle is multi-attribute eco-label that evaluates a wide range of products across five (5) categories of human and environmental health. Product certification is awarded at five (5) levels (Basic to Platinum).
3. **GREENGUARD or GREENGUARD Gold:** A third party indoor air quality certification that addresses reduced chemical emissions (Volatile Organic Compounds -VOCs). There are two (2) levels of certifications featuring differing thresholds.
4. **SCS Indoor Advantage or SCS Indoor Advantage Gold:** A third party indoor air quality certification that addresses reduced chemical emissions (Volatile Organic Compounds VOCs). There are two (2) levels of certifications featuring differing thresholds.
5. **ANSI/ BIFMA Furniture Emissions Standards (M7.1 / X7.1-2011)** Other third party indoor air quality certifications that address reduced VOC emissions and that conform with the performance requirements for the emissions of VOC's as specified by ANSI/BIFMA Furniture Emissions Standards (M7.1/X7.1-2011)(R2016).

B. Clear Labeling of Upholstered Seating Products for Reduced Flame Retardant Chemical Content: All upholstered seating complying with Technical Bulletin 117-2013 shall be labeled consistent with the manner described in Section 19094 (b)(1) of the California Business and Professions Code and all products must be labeled as either containing or not containing flame retardants. Technical Bulletin 117-2013 is the California furniture flammability standard that has become the accepted national standard. It does not require the use of flame retardant chemicals and Section 19094 (b)(1) of the California Business and Profession Code specifies the proper labeling of these products.

2.13 INSTALLATION OF PRODUCT

The Contracted Supplier or Authorized Dealer must take precautions during the installation of any product not to damage the premises or the property of the Purchasing Entity. If damages do occur as a result of operations under this contract, the Contracted Supplier or Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contracted Supplier or Authorized Dealer must make restitution, as agreed upon by the parties.

General (applies to all product categories):

- a. The Contracted Supplier or Authorized Dealer must be fully responsible for the assembly team and the supervision of the team.
- b. The Contracted Supplier or Authorized Dealer is responsible for ordering any missing, damaged, or incorrect items upon discovery.
- c. The Purchasing Entity must incur no additional charges as a result of the Contracted Supplier or Authorized Dealer's error or omission.
- d. The Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contracted Supplier, after notification and request for correction, is not able to properly clean and ready the site for occupation by the designated move in date.
- e. The cost of additional cleaning must be fully reimbursed by the Contracted Supplier or Authorized Dealer if the Contracted Supplier or Authorized Dealer does not correct the issue promptly to allow for occupation of the site on the designated move in date.
- f. Installation must happen in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- g. The Contracted Supplier or Authorized Dealer must offer Design Services as described in Section 2.14.

Specific to Systems Furniture and Accessories:

- a. The Contracted Supplier or Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist, if requested.
- b. The punch out written checklist must be a listing of any missing, incorrect, or damaged items.
- c. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and must include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required for the work stations to be in move-in condition.

Specific to Seating:

- a. The Contracted Supplier or Authorized Dealer must be fully responsible for the assembly of the product unless drop ship delivery or inside delivery is selected by the Purchasing Entity. Installed items must be fully assembled and ready for use within the agreed upon timeframe of the Purchasing Entity.

Specific to Desks, Tables, Filing, Metal Storage and Wooden Case-Goods:

- a. The Contracted Supplier or Authorized Dealer must be fully responsible for the assembly of installed product. Installed product must be fully assembled and ready for use on the agreed upon timeframe of the Purchasing Entity.
- b. The Contracted Supplier or Authorized Dealer must place all desk, tables, filing, metal storage and wooden case-goods in the location designated by the Design Plan or Purchasing Entity.
- c. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and acceptance of all purchased items.

Specific to Architectural Walls:

The Contracted Supplier must maintain an installation crew either in-house or subcontracted as an installation team. The Contracted Supplier and installation crew must take precautions during the installation of any product not to damage the premises (with exception of penetration to anchor seismic bracing) or the property of the Purchasing Entity. If damages occur as a result of operations under this contract, the Contracted Supplier is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contracted Supplier must make restitution, as agreed upon by the parties. Contracted Suppliers must offer Installation Services to all Purchasing Entities in the entire State.

The Contracted Supplier must provide a written quote to the Purchasing Entity for all installation services including any applicable travel fees. The quoted estimate must include a detailed break-down of all items that comprise the total installation charge. Detailed information must include the number of crew members required and their associated hours and hourly rate. Each crew member's number of hours must include a detailed explanation of the work to be included in those hours.

- a. The Contracted Supplier must be fully responsible for the installation team and the supervision of the team. Installation teams must be trained and experienced in the installation of the project wall type and comply with any and all applicable Federal, State, and Local licensing, Code, and prevailing wage requirements as well as any manufacturer recommended installation methods.
- b. The Contracted Supplier must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist that will be approved and signed by the Purchasing Entity's project manager.
- c. A punch list, written by the Contracted Supplier and the Purchasing Entity, must be created consisting of a listing of any missing, incorrect, non-working, or damaged items approved and

- signed by the Purchasing Entity after issues are resolved.
- d. The Contracted Supplier is responsible to ensure that a final cleaning will be completed prior to the final walk-through and must include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required for the work stations to be in move-in condition.
 - e. The Contracted Supplier must be fully responsible for the assembly of installed product. Installed product must be fully assembled and ready for use the agreed upon timeframe of the Purchasing Entity as stated on the purchase order.
 - f. The Contracted Supplier must place all architectural walls in the location designated by the Design Plan.
 - g. Installation teams are responsible for all of their own tools, supplies, and equipment and assume all risk and/or loss. The Purchasing Entity is not responsible for tools left at the job site.
 - h. It must be the responsibility of the Contracted Supplier to offer the services required to deliver, unload, uncrate, and assemble items ordered.
 - i. The Contracted Supplier is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpster and trash receptacles that belong to the Purchasing Entity for the Participating Entity must not be used.
 - j. Under no circumstances will Purchasing Entity personnel assist with unloading product.
 - k. The Contracted Supplier or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order.

2.14 FULL DESIGN SERVICES

OEM must provide, if offering panel systems furniture or architectural walls, through their Authorized Dealer network, to all Purchasing Entities, design, reconfiguration, and layout services at a contracted hourly rate for each State or authorized entity. The contracted hourly rate for design services shall be negotiated during the Participating Addendum process. The OEM Authorized Dealer working on projects that require such services will provide a detailed description of all services being provided and costs associated with them. Design fees must not exceed 3% of total product cost unless the Purchasing Entity agrees to additional charges in advance of services.

Design Service Fees may only be applied to designing panel systems furniture and architectural walls. Design Services Fees may not be applied to seating, standalone file cabinets, standalone desks, tables, or metal storage and wooden case goods. A Dealer may request an exception, directly to the purchasing entity, to the 3% cap or request that Design Fees be allowed for other furniture product categories for one or more of the following reasons. The request must be approved by the purchasing entity and must be included in the quote and, after approval, be included in the purchase order.

- A. The design project is more complex and requires more labor hours or expertise.**
- B. The design project requires additional site visits or travel to remote locations.**
- C. The design project is not typical and/or does not fall below the 3% cap.**

The contracted hourly rate for these services will be negotiated during the Participating Addendum process by each Participating State.

Dealers can collect design fees only if they are awarded the project and must provide detailed quotes, as described in Section 2.11 (h), free of charge. Project management Services must be provided free of charge.

Design Services applicable to Panel Systems Furniture:

- a. Fabric, paint, and finishes must be available electronically and incorporated in CAD drawings to aid in the selection process.

- b. The accuracy of all facility dimensions, obstructions, and attributes must be the responsibility of the Dealer.
- c. The Authorized Dealer is responsible for overages, shortages, or all other ordering errors resulting from orders based on the design work completed by the Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Authorized Dealer design or ordering process.
- d. If the Authorized Dealer is found to have designed and specified a new furniture installation which does not fit properly due to inaccurate floor plans, it is the Authorized Dealer responsibility (financially and logistically) to resolve the matter to the Purchasing Entity's satisfaction. No payment must be made until the issue is fully resolved and approved by the Purchasing Entity's project manager.
- e. The Authorized Dealer must provide an installation plan showing in detail, the position of all new furniture products, wall heights, colors, types of panels, and voice/data outlets. The Purchasing Entity's project manager shall approve, in writing, the final plan.
- f. The Authorized Dealer must be responsible for all plans and their review for correct product application and stability. The Authorized Dealer is responsible for notifying the Purchasing Entity's project manager immediately of any deviations or inconsistencies with product capabilities, including unusual assembly requirements.
- g. The Authorized Dealer is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at assembly time, the Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.
- h. The Authorized Dealer must not charge a design fee to the Purchasing Entity for any designs completed during the quoting process. Design fees will be collected only if the Authorized Dealer is awarded the project.
- i. If a Purchasing Entity is reconfiguring an office space the Authorized Dealer must provide design services as a standalone service without the need to place an order for furniture. The Authorized Dealer must provide a not to exceed quote for design services prior to beginning work.
- j. The Authorized Dealer must comply with all applicable Federal, State, Borough, and Local regulations, codes, and laws and be liable for all required insurance, licenses, permits, bonds, taxes, inspections, and prevailing wage requirements.

Design Services applicable to Architectural Walls:

- a. Paint and finishes must be available electronically and incorporated in detailed drawings to aid in the selection process.
- b. The accuracy of all facility dimensions, obstructions, and attributes must be the responsibility of the Authorized Dealer for each Purchasing Entity.
- c. The Authorized Dealer is responsible for all field verifications and any overages, shortages, and all other ordering errors resulting from orders based on the design work completed by or on behalf of the Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Authorized Dealer's design or ordering process.
- d. The Authorized Dealer must provide concept drawings and construction documents, part lists, and submittal samples (including finishes). The Authorized Dealer must provide an installation plan showing in detail, the position of all walls including heights, widths, types of panels, voice/data outlets, and electrical outlets, and plumbing as applicable. Drawings to include elevations, and connection and attachment details to the base building. The Purchasing Entity's project manager must approve, in writing, the final plan.
- e. The Authorized Dealer must be responsible for all plans and their review for correct product application and stability. The Authorized Dealer is responsible for notification to the Purchasing Entity's project manager immediately of any deviations or inconsistencies with product capabilities, including unusual assembly and/or installation requirements.

- f. The Authorized Dealer is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at assembly and/or installation time, the Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.
- g. The Authorized Dealer must provide on-site visits to assess needs and develop plans and must return to the site to verify installations.
- h. The Authorized Dealer must coordinate electrical provisions to be included in the walls with final circuited electrical engineering drawings, schedules, including drawings stamped by a professional engineer and must be compliant Federal, State, Local, and other applicable codes, and prevailing wage requirements.
- i. The Authorized Dealer must comply with all applicable Federal, State, Borough, and Local regulations, codes, and laws and be liable for all required insurance, licenses, permits, bonds, taxes, and inspections, and prevailing wage requirements.

Design services required for RECONFIGURATION of existing furniture:

These services are optional to the Participating Entity and the Authorized Dealer. The Authorized Dealer may or may not offer these services. If offered, the Participating Entity may or may not elect to include them in the Participating Addendum. If this optional service is offered by the Authorized Dealer and elected to be included by the Participating Entity, the terms and conditions, scope of work, and hourly rates shall be negotiated during the Participating Addendum Process.

- a. *PRODUCT INVENTORY. A designer is required to go out to the existing space and assess/inventory the existing furniture layout and products. A drawing and specification list of the existing furniture layout is required prior to beginning a reconfigure.*
 - i. *If the original design was completed by the Contracted Supplier or Authorized Dealer and they have the drawings/design on file, the Authorized Dealer shall verify the existing layout against the drawings then update the drawings to verify we have an accurate design/layout/count of existing products prior to beginning the new design.*
 - ii. *If the original design was not completed by the Contracted Supplier or Authorized Dealer or they don't have drawings/design on file, then the Authorized Dealer shall need to create a new set of drawings that reflect the current furniture layout prior to beginning the new design.*
- b. *FIELD VERIFICATION of facility dimensions, this includes going on site to inspect and measure the space along with updating the customer provided CAD drawings to reflect accurate dimensions, or creating the CAD drawings if they don't exist.*
- c. *FURNITURE SPACE PLANNING, LAYOUT, and 3D RENDERING, this may include multiple revisions based on Purchasing Entity feedback. Space planning may include preliminary block plans to determine space utilization or may include specific product application and design. Designers shall ensure that drawings meet all building, electrical and fire codes, and may obtain approval from building department as required.*
- d. *FURNITURE SPECIFICATION, this includes creating parts lists based on the layout of the space, application of CMF, and specification/coordination of electrical/data. This also includes a double check of work to make sure all specifications meet code and match the requested finishes, quantities and sizes on the floor plan. This may also include time to research and present multiple product options as requested. Each time the layout or CMF is revised the specification must also be revised. A proposal is created from final specifications and allows an order to be placed.*
- e. *COLOR, MATERIAL and FINISH (CMF) recommendations. This may include time to research and present multiple options as requested. When a Purchasing Entity's own material (COM) is*

selected, a designer must spend time verifying yardage and application of COM along with availability and compatibility on product. Each time colors or finishes are revised by a Purchasing Entity the specification must also be revised.

- f. *FINAL FLOOR PLANS are created and used for Purchasing Entity sign off and installation, to include furniture layout, electrical/data locations, etc. These may be provided to a Purchasing Entity as a printed copy or electronic PDF format.*
- g. The Authorized Dealer must comply with all applicable Federal, State, Borough, and Local regulations, codes, and laws and be liable for all required insurance, licenses, permits, bonds, taxes, and inspections.

Section 3: OEM Evaluated Qualifications

3.1 OEM EVALUATED QUALIFICATIONS

Your proposal will be evaluated on the following items. All Offerors are required to submit a point by point response to the following items.

Provide a document for each section listed below that best describes in detail how your organization has the ability to provide the following criteria. The document should use the same Section Title and Subsection numbering for ease in finding information during evaluation. Do not submit a full catalog or generic literature. Submit information specific to the characteristics listed below. Offeror's must title the document as RC17020 Offeror's Company Name (Example: RC17020 ABC Company OEM Qualifications and Warranty). This will allow the evaluation team to quickly and easily identify each Offeror's proposal for ease in evaluation.

3.2 WARRANTY

- a. To what extent does the OEM's standard warranty for each product category exceed the minimum warranty requirement stated in Section 2.4 Warranty?
- b. Describe how access to warranty documents or warranty information is made available to a Participating Entity.
- c. Provide the number of claims filed for each of the following product categories listed for calendar year 2016 (as applicable to the categories you are offering).

Workspace Furniture

- Systems Furniture
- Desk/Tables
- Filing, Metal Storage and Wooden Case-Goods

Desks/Tables

Filing and Storage

Seating

Architectural Walls

Mobile and Portable Furniture Workstations

Traditional Executive Furniture

- d. Describe your firm's policy in regards to how the warranty applies to products that have been discontinued.
- e. To what extent beyond ten years or the warranty expiration period as defined in Section 2.4 are parts and components available for products that have been discontinued?
- f. Submit a copy of the manufacturer's standard warranty for each product category.

Offeror Response: *For a-e above, the Offeror must provide a single document that is no more than seven (7) pages long. This seven-page document will be evaluated against the requirements of a-e above. For item f above, provide a copy of the OEM standard warranty for each product category that you are offering to provide. The document should use the same Section Title and Subsection numbering for ease in evaluation. There is no page limit for the standard warranty documents.*

3.3 WEBSITE

- a. Describe in detail the features, benefits and capabilities the website offers.
- b. To what extent does your website provide detailed information on product offering, color and fabric options, pricing, and product compatibility?
- c. Describe the websites ability to search Authorized Dealers in the geographic area of each Participating Entity?
- d. Describe website training offered by your firm.
- e. Do you identify environmental products with labels to alert the purchasing entity of the environmental attribute?
- f. Explain the accessibility, functionality, or level of website compliance with WCAG 2.0 requirements (Web Content Accessibility Guidelines). WCAG is developed through W3C process for standardization of web content accessibility.

Offeror Response: *For a-f above, the Offeror must provide a single document that is no more than seven (7) pages including images to illustrate website capabilities. This seven-page document will be evaluated against the requirements of a-f above. The document should use the same Section Title and Subsection numbering for ease in evaluation.*

3.4 CUSTOMER SERVICE

- a. Describe in detail how your firm proposes to provide satisfactory product representation and sales support to Participating Entities and how will the Participating Entity be notified of changes to the representative contact information.
- b. To what extent are your firm's services centers open beyond the minimums described in Section 2.11?
- c. Describe the ordering options available including OEM direct, Authorized Dealer network, and website ordering.
- d. Describe the process that will be used to ensure that a Customer Service Representative will respond to all inquiries within one (1) business day.
- e. Describe the design and installation services available through your Authorized Dealer network.
- f. Describe in detail the process that your firm utilizes to track and respond to issues and concerns from both your Authorized Dealers and the Purchasing Entity.
- g. Describe your return and restocking policy and procedure when the Purchasing Entity orders in error.

Offeror Response: *For a-g above, the Offeror must provide a single document that is no more than six (6) pages long. This two-page document will be evaluated against the requirements of a-g above. The document should use the same Section Title and Subsection numbering for ease in evaluation.*

3.5 DELIVERY

- a. Describe in detail how your firm processes emergency or rush deliveries that are requested by a Purchasing Entity.
- b. Describe in detail the standard lead time for shipping for each of the shipping methods defined in Section 2.7 of this RFP.
- c. Describe your short-lead time or express delivery products program.
- d. What is your standard lead time from the time the order is placed until delivery?

Offeror Response: For a-d above, the Offeror must provide a single document that is no more than two (2) page long. This one-page document will be evaluated against the requirements of a-d above. The document should use the same Section Title and Subsection numbering for ease in evaluation.

3.6 FIRM

- a. Provide a brief history of your firm including the number of years manufacturing the Office Furniture product categories being offered in response to this RFP.
- b. Describe specifically what makes your firm a stable long term partner for NASPO ValuePoint and describe your Marketing and Implementation Plan if awarded a contract.
- c. Describe specifically what information the OEM contract administrator would provide at annual contract evaluation meetings with the Master Agreement Administrator as defined in Section 1.5 of this RFP.
- d. Describe in detail your firm's Escalation Management Plan including contact information and escalation from the Authorized Dealer(s) to the OEM.
- e. Briefly describe how your firm intend to promote and market the use of the Master Agreement to States and authorized entities. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?

Offeror Response: For a-e above, the Offeror must provide a single document that is no more than five (5) pages long. This three-page document will be evaluated against the requirements of a-e above. The document should use the same Section Title and Subsection numbering for ease in evaluation.

3.7 AUTHORIZED DEALER RELATIONSHIP

- a. Briefly describe what your firm requires from potential dealers to become an "Authorized Dealer".
- b. Describe in detail how your firm currently measures an Authorized Dealers' performance.
- c. Describe in detail the 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 escalation process will be handled.
- d. Describe in detail how your firm will support and assist an Authorized Dealer in improving their performance and the corrective action process.
- e. Describe in detail the process that your firm uses to track and respond to issues and concerns from both your Authorized Dealers and from Participating Entities.
- f. Describe how the OEM will train Authorized Dealers on implementing and marketing the NASPO ValuePoint Master Agreement. Describe how you will train Authorized Dealers as to the scope of this agreement to ensure that only the product categories awarded will be promoted and marketed to end user of the agreements.

Offeror Response: For a-f above, the Offeror must provide a single document that is no more than five (5) pages long. This two-page document will be evaluated against the requirements of a-f above. The document should use the same Section Title and Subsection numbering for ease in evaluation.

3.8 Environmental: GENERAL INFORMATION

Your proposal will be evaluated on the following environmental items. All Offerors are required to submit a point by point response to the following questions.

Provide a document for each section listed below that best describes in detail how, if applicable, your organization has the ability to provide the following environmental attributes. The document should use the same Section Title and Subsection numbering for ease in finding information during evaluation. Do not submit a full catalog or generic literature. Submit information specific to the characteristics listed below.

Note that the Environmental document submitted with your proposal will serve, for those awarded a contract, as the environmental informational documentation for your firm when requested by interested States and will be distributed by the master agreement administrator.

We reserve the right to request, at any time, evidence that the firm achieves, demonstrates, 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 lab test results showing that the environmental sustainability attribute is achieved, demonstrated, or provided.

ENVIRONMENTAL EVALUATED CRITERIA

- A. Provide the information requested below based on how your firm has made a public commitment to environmental and sustainability:
 1. Provide a website link to your current **environmental sustainability policy if available.**
 2. Provide a website link to your **most recent annual sustainability report if available.**
 3. Information about any **sustainable transportation practices** your company has put in place (e.g., use of EPA SmartWay-certified trucks).
 4. Information about any **sustainable packaging services** your firm offers.
 5. Information about how your firm has improved the **sustainability of your operations** (e.g., LEED certification of facilities, use of renewable energy to manufacture your products, etc.).
 6. Information about how you **clearly label your environmentally preferable products** in your catalog and/or online ordering system so they can be easily identified by your customers. Environmentally preferable products are defined as those meeting the criteria within 2.12 A (1-5) and B.
 7. Any **environmental certifications or awards** your firm has received during the past 5 years.

- B. Offerors must provide information on which of their proposed product lines meet the standards listed below.
 1. **ANSI/BIFMA e3-2014 Furniture Sustainability Standard at level® 1 or higher. Please list all product lines that meet ANSI/BIFMA criterion 7.6.1 and additionally those product lines that also meet 7.6.2.**
A list of certified products can be found at <https://level.ecomedes.com/>
 2. **Cradle to Cradle** (Bronze, Silver or Gold).
A list of certified products can be found at <http://www.c2ccertified.org/products/registry>

3. **UL 2818 GREENGUARD (Standard for Chemical Emissions)** (Basic or Gold).
A list of certified products can be found at <http://productguide.ulenvironment.com/QuickSearch.aspx>
 4. **SCS Indoor Air Advantage** (Basic or Gold).
A list of certified products can be found at <https://www.scsglobalservices.com/certified-green-products-guide>.
 5. ANSI/ BIFMA Furniture Emissions Standards (M7.1 / X7.1-2011).
 6. **Flame-retardant-free**.
 - a. Do you label all upholstered seating products that meet Technical Bulletin 117-2013 in accordance with the manner described in Section 19094 of the California Business and Professions Code?
 - b. 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. **Healthier Hospitals Initiative** list of compliant products for healthy interiors: A list of HHI compliant products can be found at <http://healthierhospitals.org/hhi-challenges/safer-chemicals/list-furniture-and-materials-meet-hh-healthy-interiors-goal>
 9. **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.)
 10. List any **additional environmental attributes** of your products such as bio based content or FSC certified wood.
- C. Has your firm had any breaches of environmental, health, or safety standards within the past 12 months? This includes fires, explosions, industrial accidents, hazardous releases, or other health and safety incidents at any of the firm’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.
- D. Principles for Safer Chemicals: To advance an economy where the production and use of chemicals are healthy for humans, as well as for our global environment and its non-human inhabitants, responsible companies and their supply chains should adopt and implement a chemicals policy and a policy to assess current hazards and identify safer alternatives to chemicals of high concern. **Note Chemicals of High Concern are defined as those listed in the GreenScreen List Translator** (<http://www.greenscreenchemicals.org>).

The principles behind the questions below were embedded into the Chemical Footprint Project Survey Questions. Companies that participated in the Chemical Footprint Project need only complete Question #1 of this section and may skip questions 2-4.

1. **Did you participate in the Chemical Footprint Project? Yes/No. If yes, provide your responses to the survey and you may skip questions 2-4. If no, please respond to questions 2-4 below.**

2. Does your company have a chemicals policy that aims to avoid chemicals of high concern? Yes/No. If yes please provide your chemical policy and note whether it is publically available on your website. If no, please skip to question 4 below.

3. Does your company have a chemicals policy that in addition to avoiding chemicals of high concern includes an explicit preference for the use of safer alternatives? Yes/No. If yes, please note whether your policy focuses on chemicals in your products, manufacturing operations, supply chains, and/or primary packaging. In addition, if yes, please note whether you share your chemicals policy publicly. If no, please answer question 4 below.

4. What chemical information does your company collect from suppliers?

Response Options

List all that apply. Our company:

- a. requires suppliers to provide chemical information as delineated in our Legally Restricted Substances List
- b. requires suppliers to provide chemical information as delineated in our Beyond Restricted Substances List
- c. requires suppliers to provide chemical information on the EU's list of Candidate Substances of Very High Concern
- d. requires suppliers to provide full chemical ingredient information
- e. none of the above

Offeror Response: For A-D above, the offeror must provide a single document that is no more than twenty-three (23) pages long, this page count does not include the survey documents requested. This document, maximum length of five pages will be evaluated against the environmental attributes of A-D above. The document should use the same Section Title and Subsection numbering for ease in evaluation.

Section 4: Product Mandatory Minimum Requirements and Evaluated Qualifications

4.1 PRODUCT MANDATORY REQUIREMENTS AND EVALUATED QUALIFICATIONS

To determine which proposal provides the best value, the evaluation committee will evaluate each responsive and responsible proposal that has not been disqualified or rejected using the following criteria. Offerors may respond to one (1) or more of the product categories.

Each product category in Section 4 has a series of mandatory minimum requirement line items and a series of product related evaluated qualification line items.

Product Mandatory Minimum Requirements:

The Mandatory Minimum Requirements section for each product category has a series of line items for the product offered in response to the product category offering. Offerors must complete RC17020 Attachment C: Acceptance Document, Section 4 Worksheet Tab to demonstrate product compliance with the stated Mandatory Minimum Requirements – Product Qualifications. Offeror's failure to meet any one (1) of the mandatory requirements will result in the product category portion of the proposal being classified as non-responsive and will be rejected under the provisions of the Utah Procurement Code. Within each product category offerors shall, at a minimum, provide the products listed in (a), which can be found on the Cost Schedule market basket.

Product Evaluated Qualifications:

The Product Evaluated Qualifications section has a series of line item questions for the products offered in response to the product category offering. Your proposal will be evaluated on the following items. All Offerors are required to submit a point by point response to the following questions for each product category for which you are responding to.

Provide a document for each product section for which you are responding that best describes in detail your product offering. The document should use the same Section Title and Subsection numbering for ease in finding information during evaluation. Do not submit a full catalog or generic literature. Submit information specific to the characteristics listed below.

For ease of evaluation, the proposals must provide a point-by-point response, addressing in detail each of the evaluation criteria included in this RFP. The criteria are 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 criteria to demonstrate the Offeror's product capability to provide the State with a solution.

Offerors must furnish all information requested. References to literature submitted with previous proposals or otherwise will not satisfy this provision. Do not submit generic product literature. Offerors must submit a document using the same Section Titles and Subcategory numbering and/or lettering for ease in evaluation.

Failure to include an offer on all required items within the product category will disqualify the product category from consideration.

4.2 WORKSPACE FURNITURE

The Workspace Furniture category is described as the following subcategories: Systems Furniture and Accessories; Desks/Tables; and Filing and Storage.

Systems Furniture and Accessories: Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements such as office landscape are included.

Desks/Tables: A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

Filing and Storage: The filing and storage category includes, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

Workspace Furniture Mandatory Minimum Requirements:

All Offerors must complete RC17020 Attachment C: Acceptance Document in reference to these mandatory minimum requirements if they wish to be considered for this product category. All Offerors must meet the requirements listed in Sections a through h. A NO response on the RC17020 Attachment C: Acceptance document will disqualify this product category from further evaluation.

- a. Offers for the Workspace category must include, at a minimum, **System Furniture and Accessories:** Monolithic and Frame & Tile products; **Desks and Tables:** Free-standing desks, conference room tables, small office tables, side tables; and **The Filing and Storage:** bookcases, wardrobes, cabinets, Free-standing and mobile pedestals.
- b. All products offered in response to this RFP must be standard catalogue items for which printed literature, specifications, and certified test results are available. All panel system products offered in response to this RFP must meet or exceed most current applicable test and performance standards prescribed in ANSI/BIFMA X5.6-2016 Panel Systems – Tests, all desks and tables offered in response to this RFP must meet or exceed most current applicable test and performance standards prescribed in ANSI/BIFMA X5.5-2014 Desks/Table Products – Tests, all storage products offered in response to this RFP must meet or exceed the most current applicable test and performance standards prescribed in ANSI/BIFMA X5.9-2004 Storage Units – Tests.
Do not submit independent test data or published literature to prove compliance with ANSI/BIFMA, however, the Participating Entities reserve the right to request second party testing data at any time.
- c. Workspace furniture must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage. Workspace furniture must be designed in a manner that components may be completely removed from one side without disturbing the other workstation.

- d. After award, individual quotes to Purchasing Entities must include all miscellaneous items (hardware, brackets, clamps, braces, etc.) that would be necessary for the installation and layout in compliance with the manufacturer's recommendation. Manufacturer's standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in the quote. Additional items or charges cannot be added after award of order, unless prior approved by the Purchasing Entity.
- e. Component mounting hardware must be concealed from view or flush, and feature safety locking devices or be manufactured in a manner to prevent accidental dislodging. Exposed fasteners (screw heads, bolts, hinges, etc.) that are not flush mounted are not permitted. All connectors and fasteners must be capable of being installed and dismantled without damage to panels or adjacent surfaces.
- f. Case -goods must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- g. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
- h. OEM must provide standard trim for all exposed ends, junctions, corners or changes in height.

Workspace Technical Evaluation Criteria:

Offerors must provide a point by point response document with their proposal to the following items if they wish to be considered for this product category. *The document should use the same Section Title and Subsection numbering for ease in evaluation.*

Proposals for workspace furniture and accessories will be evaluated on the following items.

- a. Describe your monolithic panel systems including a variety of options that provide privacy without blocking airflow or light, ease of reconfiguration, and cable management.
- b. Describe your stacking frame and tile systems including a variety of options that provide privacy without blocking airflow or light, ease of reconfiguration, 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.
- c. Describe your collaborative workspace or shared workspace which can be an inter-connected environment in which all the participants in dispersed locations can access and interact with each other just as inside a single entity (as an office or a building). This may include private office settings, group settings for meetings, or that can incorporate flexible design that can move or change to adapt to multiple work environments. This may include utilizing products from multiple furniture categories like workstations, open and private meeting areas as well as mobile or modular furniture products.
- d. Describe your 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).
- e. Describe your work surfaces including standard and up charge laminates, veneers, shapes, depths, edge options, finishes, height adjustability, support methods, and cable management accessibility.
- f. Describe your 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 (task lights).
- g. Describe your task lighting including mounting, high efficiency, and glare minimizing options.
- h. Describe your accessories available including a variety of options and ergonomic accessories.
- i. Describe your 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, cord management, and sit-to-stand options (i.e. mechanical, manual).
- j. Describe your 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.
- k. Describe your small office or side tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), locking/security and bases.

- l. Describe your 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. Detail the versatility of your furniture and how it can be used collaboratively to form groups, teams, or instruction and movement.
- m. Describe your dining room 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.
- n. Describe your filing cabinets, sizes, number of drawers, options for lateral, vertical, types of finishes and materials (i.e. wood, metal), ganging, locking/security, counterweights, and drawer tracking/glides.
- o. Describe your wardrobe/storage cabinet size (height/width/depth), number of shelves and options, types of finishes and materials (i.e. wood, metal), locking/security, and counterweights/mountable options.
- p. Describe your bookcase(s) 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.
- q. Describe your pedestal files 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.
- r. Describe your wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls.

Offeror Response: For a-r above, the Offeror must provide a document that will be evaluated against the requirements of a-r above. The document should use the same Section Title and Subsection numbering for ease in evaluation.

4.3 Desks/Tables

A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining/café tables are included in this category. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

Desks/Tables Mandatory Minimum Requirements:

All Offerors must complete RC17020 Attachment C: Acceptance Document in reference to these mandatory minimum requirements if they wish to be considered for this product category. All Offerors must meet the requirements listed in Sections a through h. A NO response on the RC17020 Attachment C: Acceptance document will disqualify this product category from further evaluation.

- a. Offers for the Desks/Tables category must include, at a minimum, Free-standing desks, conference room tables, and small office tables.
- b. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available. Desks and tables offered in response to this RFP must meet or exceed most current applicable test and performance standards prescribed in ANSI/BIFMA X5.5-2014 Desks/Table Products – Tests.
- c. Desks and Tables furniture must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage. Furniture must be 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.

- d. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
- e. After award, individual quotes to Purchasing Entities must include all miscellaneous items (hardware, brackets, clamps, braces, etc.) that would be necessary for the installation and layout in compliance with the OEM's recommendation. OEM's standard trim for all exposed corners or changes in height, if applicable, must be included in the quote. Additional items or charges cannot be added after award of order, unless prior approved by the Purchasing Entity.
OEM must provide standard trim for all exposed ends, junctions, corners or changes in height.

Desk/Tables Technical Evaluation Criteria:

Proposals for workspace furniture and accessories will be evaluated on the following items.

- a. Describe your work surfaces including standard and up charge laminates, veneers, shapes, depths, edge options, finishes, height adjustability, support methods, and cable management accessibility.
- b. Describe your 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.
- c. Describe your 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.
- d. Describe your small office or side tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), locking/security and bases.
- e. Describe your 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. Detail the versatility of your furniture and how it can be used collaboratively to form groups, teams, or instruction and movement.
- f. Describe your dining room 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.
- g. Describe your sit-to-stand desk options including, but not limited to, work surface options, sizes, cable management, finishes, options, and the height adjustability mechanisms.

Offeror Response: For a-g above, the Offeror must provide a single document that is no more than twelve (12) pages long. This eight-page document will be evaluated against the requirements of a-g above. The document should use the same Section Title and Subsection numbering for ease in evaluation.

4.4 Filing and Storage:

The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

Filing and Storage Mandatory Minimum Requirements:

All Offerors must complete RC17020 Attachment C: Acceptance Document in reference to these mandatory minimum requirements if they wish to be considered for this product category. All Offerors must meet the requirements listed in Sections a through h. A NO response on the RC17020 Attachment C: Acceptance document will disqualify this product category from further evaluation.

- a. Offers for the Filing and Storage category must include, at a minimum, bookcases, wardrobes, cabinets, and Free-standing and mobile pedestals.
- b. All product offered in response to this proposal must meet current ANSI/BIFMA Storage Units – Tests. The Participating Entities reserve the right to request second party testing data. Do not submit

independent test data or published literature to prove compliance with ANSI/BIFMA, however, the Participating Entities reserve the right to request second party testing data at any time.

- c. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- d. After award, individual quotes to Purchasing Entities must include all miscellaneous required items such as hardware, brackets, clamps, braces, etc. **that would be necessary for the installation and layout** in compliance with the manufacturer's recommendation. Additional items or charges cannot be added after award of order, unless prior approved by the Purchasing Entity.
- e. Case-goods must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- f. All products shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
- g. **All exposed ends, junctions, corners or exposed changes in height must be finished and color matched.**

Filing and Storage Technical Evaluation Criteria:

Proposals for filing and storage will be evaluated on the following items. Wood storage shall include laminate. Metal and wood/laminate shall be considered separate categories and shall be proposed as such.

- a. Describe your filing cabinets, sizes, number of drawers, options for lateral, vertical, types of finishes and materials (i.e. wood, metal), ganging, locking/security, counterweights, and drawer tracking/glides.
- b. Describe your wardrobe/storage cabinet size (height/width/depth), number of shelves and options, types of finishes and materials (i.e. wood, metal), locking/security, and counterweights/mountable options.
- c. Describe your bookcase(s) 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.
- d. Describe your Free-standing and mobile pedestal files 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.
- e. Describe your wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls.
- f. Describe your accessories available including a variety of options and ergonomic accessories.

Offeror Response: For a-f above, the offeror must provide a document that will be evaluated against the requirements of a-f above. The document should use the same Section Title and Subsection numbering for ease in evaluation.

4.5 Seating

Seating is high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes that are either mesh back or fabric with arms or without, reception/lounge seating and guest/side chairs that have both four (4) point and star bases. Other optional products in this category include dispatch chair, stackable/foldable chairs and stationary and height adjustable stools.

For the OEM's offering in the traditional executive furniture category, appropriate seating for that category will be evaluated along with the executive furniture case goods.

Seating Mandatory Minimum Requirements:

All Offerors must complete RC17020 Attachment C: Acceptance Document in reference to these mandatory

minimum requirements if they wish to be considered for this product category. All Offerors must meet the requirements listed in a through f below. A NO response on the RC17020 Attachment C: Acceptance document will disqualify this product category from further evaluation.

- a. Offers for the Seating category must include, at a minimum, high back and standard executive chairs, conference room chairs, and task/work chairs that are either mesh back or fabric with arms or without.
- b. All product offered in response to this proposal must meet ANSI/BIFMA X5 1-2011, or most current version, General Purpose Office Chairs- Tests, 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. If any of these standards change over the life of the Contract the Contract vendor must demonstrate that their products meet the new standards. The Participating Entities reserve the right to request second party testing data. Do not submit independent test data or published literature to prove compliance with ANSI/BIFMA, however, the Participating Entities reserve the right to request second party testing data at any time.
- c. All products offered in response to this RFP must be standard catalogue items for which printed literature, specifications, and certified test results are available.
- d. Seating must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- e. Polyurethane foams must have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam. Minimum IFD Softness value is 28-32 medium.
- f. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

Seating Technical Evaluation Criteria:

Offerors must provide a point by point response document with their proposal to the following items if they wish to be considered for this product category. *The document should use the same Section Title and Subsection numbering for ease in evaluation.*

Proposals for seating products will be evaluated on the following items.

- a. Describe your fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type) for all seating types.
- b. Describe your executive seating options including ergonomic, full 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.
- c. Describe your task/work 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.
- d. Describe your conference room seating options including ergonomic, full adjustability including tilt, height, pneumatic, seat and swivel, multiple styles of casters and bases to include carpet and non-carpet, minimum five-star base, and armrest options.
- e. (Optional) Describe your guest/side seating options including ergonomic, multiple styles of casters, bases, and armrest options.
- f. (Optional) Describe your reception/lounge seating options including ergonomic, multiple styles, sizes (i.e. multiple seat furniture, couches, pods, cocoons), type of casters, bases, and armrest options.
- g. (Optional) Describe your stackable/foldable seating options including ergonomic, multiple styles of casters and bases, armrest options, alignment devices, ganging, weight and maximum stack height, storage and transportation options.
- h. (Optional) Describe your 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.

- i. (Optional) Describe your work stool options including hard surface types, type of casters, bases, back and arm and footrest options.
- j. (Optional) Describe your bariatric and/or 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 and easily removed or swing out of the way, adjustable headrest and adjustable headrest and lumbar support. Include weight rating availability. Please provide details if 400 lbs rated chairs meet ANSI/BIFMA X5.11-2015.

Offeror Response: For a-j above, the offeror must provide a document that will be evaluated against the requirements of a-j above. The document should use the same Section Title and Subsection numbering for ease in evaluation.

4.6 ARCHITECTURAL WALLS

Architectural walls are pre-fabricated modular walls, partitions and enclosures with a high degree of customization available. They are movable and re-configurable. Utilities and other infrastructure may be incorporated into the wall system and installed at the factory. Frames and panels shall be manufactured at the manufacturing facility. Walls consist of frames and panels. Panels consist of wood veneer, glass, whiteboards, metals, housing for monitors and can incorporate lighting, shelving and attachment of work surfaces, and case goods, etc. This category does not include office systems (cubicle) furniture or on site stick built products.

Additional Cost Schedule Instructions: Cost schedule instructions for Architectural Typical Project worksheet tab ask that you provide price list number and date. If your firm does not have a price list available for the Architectural Walls product category, please submit a response to this requirement (reference Section 5.1 (G)) with the file name RC17020 Company Name Price List that details the method used 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. Note that participating entities may be required to get multiple quotes for each project when published price lists are not available. The process that a participating entity employs shall be negotiated in the participating addendum process and included in the participating addendum. On the Cost Schedule Architectural Typical Project worksheet tab, line 16 enter 'Refer to Price List document'. For Cost Schedule Architectural Typical Project worksheet tab three typicals (lines 21-100, 106-185, and 191-270) complete the gray shaded lines and enter the calculated price for each component in the MSRP List Price column.

Architectural Walls Mandatory Minimum Requirements:

All Offerors must complete RC17020 Attachment C: Acceptance Document in reference to these mandatory minimum requirements if they wish to be considered for this product category. All Offerors must meet the requirements listed in a through I. A NO response on the RC17020 Attachment C: Acceptance Document will disqualify this product category from further evaluation.

- a. All Contracted Suppliers must meet or exceed any State's current revision of standard, code, law, requirement and manufacturer recommended installation methods during the term of the contract.
- b. Panel materials must have the capability of Class A or B flame spread rating in accordance with ASTM E 84.
- c. STC (sound transmission class) minimum of 31 STC for glass panels, and 37 (certifiable) for solid panels, if STC is required.
- d. Product and installation warranty must be a minimum of ten (10) years from owner's acceptance.

- e. Training – At installation or factory to provide training to user in maintenance, panel replacement, and access to utilities.
- f. Walls containing data, electrical, security system components, and plumbing must be a minimum 2 3/8” thickness.
- g. Insulation must be formaldehyde free.
- h. Walls must be installed rigid, level, plumb, and aligned regardless of existing building conditions.
- i. Must meet all applicable building code requirements including Seismic Performance for the applicable location and zone.
- j. Power/electrical in walls must meet all applicable codes, rules, law, requirements for any State.
- k. Frames to be constructed of aluminum, steel, wood, or aluminum or steel with wood veneer. Corners must be **mitered or square cut edges**.
- l. Door and frames must be available, at a minimum, in swinging, sliding or pocket configurations.

Architectural Walls Technical Evaluation Criteria:

Offerors must provide a point by point response document with their proposal to the following items if they wish to be considered for this product category. *The document should use the same Section Title and Subsection numbering for ease in evaluation.*

Proposals for architectural walls will be evaluated on the following items.

- a. Describe all product lines/categories/systems and accessories (post and beam, privacy wall) available. Describe in detail the options available including panel materials and finishes, door options, sound attenuation qualities, and support of hanging equipment and furniture. Do panels have the option to accommodate medical gasses?
- b. Describe your firm’s (manufacturers) manufacturing processes including quality assurance programs and any environmentally friendly features and benefits. Describe the structural performance standards used by your firm and the methods used to ensure compliance, and testing methodology.
- c. Describe your firm’s 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.
- d. Describe the building materials used and/or provide data sheets (or industry recognized equivalent) regarding material components.
- e. 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 your product not already covered.
- f. Provide a list of four (4) projects, in varying degrees of complexity and types, designed and installed by your firm that demonstrate your firm’s strength’s, including the address, general timeline (total time for project completion), and a complete description of the project scope. Include reference contact information (name, phone, and email address) for each of the four (4) projects. References may not be contacted.

Offeror Response: *For a-f above, the Offeror must provide a document that will be evaluated against the requirements of a-f above. The document should use the same Section Title and Subsection numbering for ease in evaluation.*

4.7 TRADITIONAL EXECUTIVE FURNITURE

Traditional Executive Furniture is of wood construction typically with wood veneer exposed surfaces. One or more product lines in this category should include features such as decorative panel molding, solid hardwood bases with mitered corners or scroll bases, and brass hardware. This category is intended for private office settings suitable for judges, executives, and government officials presiding in State Capitols and other historic buildings with interior designs that call for a very traditional style. Product lines should include Free-standing desks, returns, credenzas, file pedestals, hutches, conference tables, bookcases, and seating to match the style of this category. Modern style wood furniture should be offered through the Desks and Tables category. Pricing for Transitional style product lines meeting the specifications for this category may be offered in the "Traditional Office Details" worksheet tab of the Cost Schedule. This category is for wood and wood veneer constructed furniture only with limited use of wood laminate for desktops.

Traditional Executive Furniture Mandatory Minimum Requirements:

All Offerors must complete RC17020 Attachment C: Acceptance Document in reference to these mandatory minimum requirements if they wish to be considered for this product category. All Offerors must meet the requirements listed in a through f. A NO response on the RC17020 Attachment C: Acceptance document will disqualify this product category from further evaluation.

- a. Offers for the Traditional Executive Furniture category must include, at a minimum, at least one traditional style furniture product line which includes, Free-standing desks, returns, credenzas, file pedestals, hutches, conference tables, and bookcases. Offerors must provide Seating to match the traditional style of furniture for the executive private office seating.
- b. All product offered in response to this proposal must meet ANSI/BIFMA X5.5-2014 Desks/Table Products – Tests. Do not submit independent test data or published literature to prove compliance with ANSI/BIFMA, however, the Participating Entities reserve the right to request second party testing data at any time.
- c. All products offered in response to this RFP must be standard catalogue items for which printed literature, specifications, and certified test results are available.
- d. Desk and tables must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- e. Polyurethane foams must have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam. Minimum IFD Softness value is 28-32 medium.

Traditional Executive Furniture Technical Evaluation Criteria:

Offerors must provide a point by point response document with their proposal to the following items if they wish to be considered for this product category. *The document should use the same Section Title and Subsection numbering for ease in evaluation.*

Proposals for Traditional Executive Furniture will be evaluated on the following items.

- a. Describe your Free-standing wood executive office furniture lines showing at least one traditional style product line. Include a listing of the components available in each line such as desks, returns, credenzas, file pedestals, matching hutches, tables and other matching case-goods. One or more product lines should have decorative panel molding, decorative edges, and brass or antique brass traditional drawer hardware available.
- b. Describe how furniture is constructed including a description of the type and thicknesses of all materials used, base and leg/foot options, locking/security, drawer tracking/glides, cord management, and sit-to-stand options (i.e. mechanical, manual).

High quality characteristics such as the following will be considered in the evaluation:

Construction

Use of Mortise and Tenon, Doweling, Mitering, Dovetails, or Tongue in groove
Frames glued and screwed

Materials

Wood matching for color and grain

Frames are constructed from strong stable woods like poplar

Cabinet woods like solid cherry, oak, or maple used on exterior surfaces

Solid woods or veneers over layer plywood, particle board, or MDF

Performance and other characteristics

Backs and unexposed parts should be sanded smooth and well fitted.

Smoothly gliding drawers that close square and flush

Doors that close neatly and that are square and flush with the cabinet front.

High quality hardware

Scratch and chemical resistant surfaces

- c. Describe the outer finishes available including colors and type of materials used such as wood veneers and matching wood grain laminates for desk tops. Dark wood finishes to light oak options are desired.
- d. Describe your conference tables available to match traditional executive furniture product lines for private office settings including sizes (height/width/depth), types of finishes, bases, and cabling options.
- e. Describe your Conference room seating options including fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type), ergonomic, full adjustability including tilt, height, pneumatic, seating and swivel, multiple styles of casters and base to include carpet and non-carpet options, and armrest options.
- f. Describe your guest/side chair and lounge seating options for this category including small sofas if available. Seating should match in design to the traditional executive furniture category. This could include style characteristics such as traditional rolled arms, camel back chairs and sofas, and decorative accents such as tufting or trim nails. Provide Information on fabric grades, standard and up charge categories, soil and face resistance, recycled content fabric (including recycled content type), ergonomic, multiple styles of casters, bases and armrest options.
- g. Describe your high-back executive desk chair options including fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type), ergonomic, full adjustability including tilt, height, pneumatic, seat and swivel, multiple styles of casters and bases to include carpet and non-carpet options, armrests should be height and width adjustable.
- h. Describe your task/work seating options including fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type), ergonomic, full adjustability including tilt, height, pneumatic, seat and swivel, multiple styles of bases and casters to include carpet and non-carpet options, armrests should be height and width adjustable.

Offeror Response: For a - h above, the Offeror must provide a document that will be evaluated against the requirements of a - h above. The document should use the same Section Title and Subsection numbering for ease in evaluation.

4.8 MOBILE AND PORTABLE WORKSTATIONS

Mobile and portable workstations provide a unique purpose for end users who want flexibility and mobility for workstations. Products should be easy to configure and reconfigure with no pieces and parts. No professional installation required to allow Purchasing Entities to set-up, take-down, store, and then set-up again with ease and in a short period of time. Other optional products in this category include any furniture capable of meeting the description and requirements. A mobile and portable workstation consists of individual workstations that provide privacy walls and incorporate the features stated above, and individual desks with short privacy panels that also incorporate the features stated above. This product category is included in the offering to allow end users to purchase portable workstations for temporary use in the event of a natural disaster or unexpected

intermittent additional workstation needs. This product category is not intended to provide permanent workstations as those types of furniture products are covered in other product categories. The idea is that end users be able to store these workstations in a rather small storage area, hence, the product should be able to fold down and store in a relatively small amount of space, and yet be able to be pulled out on a moment's notice and installed, without professional installation assistance, in a short period of time to answer an immediate need for workspace. This product category serves a sudden notice/emergency workspace need.

Mobile and Portable Workstations Mandatory Minimum Requirements:

All Offerors must complete RC17020 Attachment C: Acceptance Document in reference to these mandatory minimum requirements if they wish to be considered for this product category. All Offerors must meet the requirements listed in a - e below. A NO response on the RC17020 Attachment C: Acceptance document will disqualify this product category from further evaluation.

- a. Offers for the Mobile and Portable Workspace category must include, at a minimum, temporary workspaces with privacy panel option and classroom desks. Offerors may include their full offering of products that meet the mobile and portable description and requirements in the Mobile Portable Detail Worksheet portion of the Attachment D Cost Schedule.
- b. All products offered in response to this RFP must be standard catalogue items for which printed literature, specifications, and if applicable, certified test results are available.
- c. Products must be designed in a manner that allows quick configure and reconfigure with no parts and pieces. No professional installation required. All products must be mobile and capable of folding into compact storage. Products must be designed to fold up and be stored and be quickly moved from one work area to another by one person. Must be made of durable materials that can withstand set up, take down, and moving.
- d. OEM must provide standard trim for all exposed ends, junctions, corners or changes in height.
- e. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

Mobile and Portable Furniture Technical Evaluation Criteria:

Offerors must provide a point by point response document with their proposal to the following items if they wish to be considered for this product category. *The document should use the same Section Title and Subsection numbering for ease in evaluation.*

Proposals for Mobile and Portable Furniture will be evaluated on the following items.

- a. Describe product offering include a listing of the products available such as desks, storage, private workstations, and accessories including sizes available and space requirements.
- b. Describe how furniture is constructed including a description of the type and thicknesses of all materials used, base and leg/foot options, locking/security, drawer tracking/glides, cord management, and sit-to-stand options (i.e. mechanical, manual), and any environmentally friendly features.
- c. Describe the finishes available including colors and types of material and durability and scratch resistance.
- d. Describe and/or include images that show the mobility, portability, and reconfiguration capabilities of the products offered. The description should include estimated set up time, take-down time, amount of space needed for storage, and other features and benefits.

Offeror Response: For a - d above, the Offeror must provide a document that will be evaluated against the requirements of a-d above. The document should use the same Section Title and Subsection numbering for ease in evaluation.

Section 5: Information Required in Submission of a Proposal

5.1 PROPOSAL FORMAT

Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required. However, there is no intent in these instructions to limit a proposal's content or to exclude any relevant or essential data.

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

Organize the proposal using each of the following specific headings. Use a font size 12, 13, or 14. Failure to format the proposal as follows may result in disqualification. Each document must be titled with file name information provided for each section below. Example for Section A File Name: RC17020 ABC Company Redacted Proposal.

A. Section Title: Protected Information

File Name: RC17020 Company Name Redacted Proposal or

File Name: RC17020 Company Name Protected Information

All protected/proprietary information must be identified in this section of the proposal by completing the Claim of Business Confidentiality referenced in Section 1.18.

If the Offeror's proposal contains protected/proprietary information (refer back to the Protected Information section of this RFP for additional information), then the Offeror must submit a redacted copy of the proposal at the same time the Offeror submits its proposal. The redacted copy of the Offeror's proposal must be submitted in compliance with other sections of this RFP.

If there is no protected information, write "None" in this section.

The Offeror acknowledges that its proposal response or redacted copy will be made public upon the State's receipt of a GRAMA request. The Offeror will not be notified of any GRAMA request made to the State for the Offeror's proposal response. If the Offeror submits a redacted copy, then the State will respond to a GRAMA request for the Offeror's proposal response with the Offeror's redacted copy. However, if the Offeror fails to submit a redacted copy then the State will respond to a GRAMA request with the Offeror's proposal response, which will result in the Offeror's protected/proprietary information, if any, being made public. The Offeror acknowledges that notations in the header, footer or watermark of the proposal response will not be considered sufficient to constitute a request for non-disclosure of protected/proprietary information.

Failure to comply with this Section and Section 1.18 of this RFP releases the State from any obligation or liability arising from the inadvertent release of the Offeror's information.

B. Section Title: Potential Conflicts of Interest

File Name: RC17020 Company Name Conflict of Interest

The Offeror must identify any conflict, or potential conflict of interest, that might arise during the contract. If no conflicts are identified or expected, write "None" in this section.

C. Section Title: Exceptions and/or Additions to the Standard Terms and Conditions or the Business Associate Agreement.

File Name: RC17020 Company Name Exceptions

Proposed exceptions and/or additions to the Standard Terms and Conditions must be submitted in this section. The Offeror must provide all proposed exceptions and/or additions, including an Offeror's Terms and Conditions in Microsoft Word format for redline editing. The Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in Terms and Conditions negotiations.

If there are no exceptions or additions to the Standard Terms and Conditions, write "None" in this section.

Offeror shall acknowledge that they are aware that individual States shall have unique terms and conditions that will be negotiated during the participating addendum process that have not been provided in this solicitation.

D. Section 2: OEM Mandatory Requirements

File Name: RC17020 Company Name Acceptance Document

As described in Section 2.1, the Offeror must complete RC17020 Attachment C: Acceptance Document to demonstrate compliance with the stated OEM Mandatory Minimum Requirements. Offeror's failure to meet any one of the mandatory requirements will result in the proposal being classified as non-responsive and will be rejected under the provisions of the Utah Procurement

Code. Additionally, Offeror's are required to complete Section 2 Supplement of RC17020 Attachment C: Acceptance Document to meet Section 2.5 and Section 2.10 requirements.

E. Section 3: OEM Evaluated Qualifications and Warranty Documents

File Name: RC17020 Company Name OEM Qualifications and Warranty

As described in Section 3.1, this section must be a point by point response to the specific questions addressing the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This section should demonstrate the Offeror's understanding of the desired overall performance expectations, deliverables, if any, and outcomes. Clearly indicate any options or alternatives proposed. In any case wherein the Offeror cannot comply with an evaluation criterion outlined in Section 3, such inability must be stated in response to the applicable requirement. Offerors shall follow directions provide in Section 3.1. Additionally, Offeror's are required to submit Warranty documents for products offered in response to this RFP per Section 3.2.

For ease of evaluation, the OEM Evaluated Qualifications Section must be a point-by-point response, addressing in detail each area of the evaluation criteria. Proposals will be evaluated against the proposal evaluation criteria provided in Section 3 of this RFP. Section 6 provides the relative weight that will be given to each score for the criteria, and the minimum scoring thresholds associated with the technical evaluation criteria. Offerors must title the document as RC17020 Offeror's Company Name OEM Qualifications and Warranty (Example: RC17020 ABC Company OEM Qualifications and Warranty). This will allow the evaluation team to quickly and easily identify each Offeror's proposal for ease in evaluation.

F. Section 4: Product Mandatory Minimum Requirements and Evaluated Qualifications

File Name: RC17020 Company Name Acceptance Document

File Name: RC17020 Company Name Product Qualifications

As described in Section 4.1, each product category in Section 4 has a series of mandatory minimum requirement line items and a series of product related evaluated qualification line items. Offerors may respond to one (1) or any of the product categories. To comply with the requirements of responding to a product category, Offerors must complete RC17020 Attachment C: Acceptance Document, Section 4 Worksheet Tab to demonstrate product compliance with the stated Product Mandatory Minimum Requirements.

Offerors must also provide a point-by-point response, addressing in detail each of the Product Evaluated Qualifications included in this section for each product category. This section must be a point by point response to the specific questions addressing the Offeror's product benefits and features. Clearly answer each question. In any case wherein the Offeror cannot comply with an evaluation criterion outlined in Section 4, such inability must be stated in response to the applicable requirement. Offerors should follow directions provided in Section 4.1.

Proposals will be evaluated against the proposal evaluation criteria provided in Section 4 and Section 6 of this RFP. RC17020 Attachment G though Attachment M provides the relative weight that will be given to each score for the criteria, and the minimum scoring thresholds associated with the technical evaluation criteria.

G. Section Title: Cost Proposal.

File Name: RC17020 Company Name Cost Proposal

File Name: RC17020 Company Name Price List

Please enumerate all costs on the Cost Proposal Form RC17020 Attachment D: Cost Schedule.

Offerors are required to submit, in addition to a completed Cost Proposal Form, a comprehensive price list for all products offered in response to this RFP that includes all products offered (full product line). Offerors must indicate on Cost Proposal Form RC17020 Attachment D: Cost Schedule the exact price list number or price list date for which cost is being based on in the market basket and the cost that will be valid for the initial price guarantee period.

If your firm does not have a price list available for the Architectural Walls product category, please submit a response to this requirement with the file name RC17020 Company Name Price List that details the method used 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. Note that participating entities may be required to get multiple quotes for each project when published price lists are not available. The process for quotes shall be negotiated in the participating addendum.

Cost will be evaluated independently from the Detailed Technical Proposal and must be submitted separately from the Detailed Technical Proposal. Inclusion of any cost or pricing data within the Detailed Technical Proposal will result in the proposal being judged as non-responsive for violation of Utah Procurement Code Chapter 6a.

H. Section Title: Optional Lease Option Information

File Name: RC17020 Company Name Lease Option

Offerors may submit, at their option, information pertaining to Lease Options. If a participating entity is interested in lease options, then they may negotiate terms of a lease option with a contractor or its authorized dealer during the Participating Addendum process.

Section 6: Proposal Evaluation

6.1 PROPOSAL EVALUATION

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, Administrative Rules, policies and the evaluation criteria in this RFP. Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal. Each product category will be awarded separately. Offeror's may respond to one or any of the product categories.

6.2 PROPOSAL EVALUATION PROCESS

Stage 1: Initial Review

In the initial phase of the evaluation process, the conducting Procurement Unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the Section 2: Mandatory Minimum Requirements will be eliminated from further consideration. Reference RC17020 Attachment C Acceptance Document on the Section 2 OEM Mandatory Minimum Requirements Worksheet Tab.

OEM Minimum Mandatory Requirements		RFP Section
1	Product Offering	2.2
2	Dedicated Website	2.3 a-d
3	Warranty	2.4 a-i
4	Geographic Coverage and Current Contracts	2.5 a-b
5	Insurance Requirement	2.6
6	Delivery	2.7 a-k
7	Damage and Incorrect Product	2.8 a-g
8	Product Manuals	2.9
9	OEM Contract and Usage Report Administrators	2.10 a-d, a-l
10	Customer Service	2.11 a-j
11	Performance/Certification/Standards Requirement	2.12 A-B
12	Installation of Product	2.13
13	Full Design Service	2.14

Stage 2: OEM Evaluated Qualifications

Responsive proposals will then be evaluated by an evaluation committee appointed by the conducting Procurement Unit against the proposal evaluation criteria described in Section 3 OEM Evaluated Qualifications of this RFP. Proposals will be evaluated against the evaluation criteria as follows:

OEM EVALUATED QUALIFICATIONS		RFP Section	Total Possible Points
1	Warranty	3.2 a-f	40
2	Website	3.3 a-e	25

3	Customer Service	3.4 a-g	75
4	Delivery	3.5 a-d	50
5	Firm	3.6 a-e	50
6	Authorized Dealer Relationship	3.7 a-f	40
7	Environmental	3.8 A-D	50
OEM EVALUATED QUALIFICATIONS TOTAL POSSIBLE POINTS:			330

The evaluation committee, for this RFP, will tally the final scores for OEM Evaluated Qualifications criteria to arrive at a consensus score by calculating the average of the individual scores. Offerors that achieve minimum score threshold of 250 of the 330 total possible points will proceed to the Stage 3 Product Qualification Evaluation. Offeror's who do not achieve a minimum score of 250 for OEM Evaluated Qualifications will be disqualified and eliminated from further consideration.

Stage 3 Product Qualification Evaluation

Responsive proposals that meet the minimum score threshold from Stage 2 will be evaluated for responsiveness in each Product Category Mandatory Minimum Requirements. Non-responsive proposals not conforming to RFP or unable to meet the Section 4: Product Mandatory Minimum Requirements will be disqualified and eliminated from further consideration. Reference RC17020 Attachment C: Acceptance Document Section 4 Product Mandatory Minimum Requirements Worksheet Tab and Section 4 of this RFP document.

Responsive proposals meeting the Product Mandatory Minimum Requirements for each Product Category will then be evaluated by an evaluation committee appointed by the conducting Procurement Unit against the proposal evaluation criteria described in Section 4 Product Evaluated Qualifications of this RFP.

Proposals will be evaluated against the evaluation criteria described in Section 4 of this document and Attachments G through M Scoresheets. The total possible points and the minimum score threshold that must be achieved for each of the product categories are as follows:

Section 4: Product Qualifications Technical Criteria	Total Points Possible	Minimum Threshold
4.2 Workspace Furniture	1400	1050
4.3 Desks/Tables	650	485
4.4 Filing, Metal Storage, and Wood Case-Goods	400	300
4.5 Seating	400	300
4.6 Architectural Walls	550	415
4.7 Traditional Executive Furniture	775	580
4.8 Mobile and Portable Workstations	350	260

The evaluation committee, for this RFP, will tally the final scores for product qualifications in each product category to arrive at a consensus score by calculating the average of the individual evaluator scores.

Proposals that achieve minimum score threshold listed in the chart above for each Product Category will proceed to the Final Stage: Cost Proposal Evaluation. Offerors with a score of less than the minimum required technical points (Minimum Threshold) will be deemed non-responsive and ineligible for further consideration. The evaluation score sheet has been attached to this RFP (RC17020 Attachment G - RC17020

Attachment M). RC17020 Attachment G - RC17020 Attachment M score sheet states the relative weight for each evaluation criteria.

Final Stage: Cost Proposal Evaluation

Offerors successful in the Stage 3 Product Qualification Evaluation will advance to the Final Stage: Cost Proposal Evaluation. The Offeror with the lowest total cost for each product category will receive the maximum cost points for the applicable product category. Points assigned to each Offeror's cost proposal will be based on the lowest proposal price. The lowest total cost will be determined by computing the Total Cost per Product Category as described in the attached RC17020 Attachment D: Cost Schedule.

The Offeror with the lowest total cost will receive 100% of the total cost points in the cost subcategory. All other Offerors will receive a portion of the total cost points based on what percentage higher their total cost is than the total lowest cost. An Offeror whose total cost is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: $\text{Cost Points} \times (2 - \text{Proposed Price} / \text{Lowest Proposed Price})$. See RC17020 Attachment D: Cost Schedule for further instructions on cost point allocation.

Refer to RC17020 Attachment D Cost Schedule for information pertaining to the calculation of total cost.

All firms awarded a particular product category will be awarded their entire product line within the scope of the product category. This entire product line will be identified by the offeror on the cost schedule detail worksheet tab for each product category. All offerors must provide the entire product category offering on the detail worksheet tab of the cost schedule.

6.3 DETERMINATION OF BEST VALUE

Multiple Award: Subject to UCA § 63G-6a-709, in determining which proposals provide the best value to the Conducting Procurement Unit, the evaluation Committee and the Conducting Procurement Unit, pursuant to UCA § 63G-6a-708, must prepare a written justification statement that: (i) explains the scores assigned to each evaluation category; and (ii) explains that the proposal with the highest total combined score provides the best value to the Conducting Procurement Unit, or if a cost benefit analysis is required, the final determination based on the cost benefit analysis.

The State reserves the right to award the contracts to technically qualified Offeror(s) with a lower score in the event the high scoring offer is determined to not be the best value offered to the State, based on a cost benefit analysis.

Section 7: Proposal Award Process

After the completion of the proposal evaluation process and the justification statement, including any required cost-benefit analysis, the evaluation committee must submit the proposals, evaluation scores, and justification

statement to the head of the Procurement Unit or designee for review and final determination of a contract award.

7.1 AWARD OF CONTRACT

Multiple Award Contract:

The NASPO ValuePoint sourcing team has determined it to be in the best interest of the purchasing entities to enter into multiple award contracts. In order to be eligible for a contract award under this RFP a proposal must have a combined total score, of OEM, technical points, and cost points, of at least the following minimum threshold for award to be made by product category.

Product Category	Total Possible Technical Points*	Total Possible Cost Points	Grand Total Possible Points	Minimum Threshold for Award
4.2 Workspace Furniture	1730	741.4	2471.4	1850
4.3 Desks/Tables	980	420	1400	1050
4.4 Filing, Metal Storage, and Wood Case-Goods	730	312.9	1042.9	782
4.5 Seating	730	312.9	1042.9	782
4.6 Architectural Walls	880	377.1	1257.1	943
4.7 Traditional Executive Furniture	1105	473.6	1578.6	1180
4.8 Mobile and Portable Workstations	680	291.4	971.4	728

**Technical Points is a combination of OEM and Technical Points.*

All Offerors whose proposals meet or exceed this minimum threshold for award are determined to provide the best value for the procurement item(s) product category for the eligible users using the awarded contracts.

7.2 PUBLICIZING AWARD

The issuing Procurement Unit shall, on the next business day after the award of a contract is announced, make available to each Offeror and to the public a written statement that includes:

- (a) the name of the Offeror to which the contract is awarded and the total score awarded by the evaluation committee to that offeror;
- (b) the justification statement under UCA § 63G-6a-708, including any required cost-benefit analysis; and
- (c) the total score awarded by the evaluation committee to each Offeror to which the contract is not awarded, without identifying which Offeror received which score.