

**The State of Utah
Division of Purchasing and General Services**

In conjunction with



Request for Proposal

State of Utah Solicitation Number: CT22-79

NASPO ValuePoint Master Agreement for Office Furniture and Related Services

March 16, 2022

Table of Contents

RFP Administrative Information

Section 1	General Information
Section 2	Solicitation Requirements, Information and Instructions to Offerors
Section 3	Evaluation and Award
Section 4	Business Proposal Form
Section 5	OEM Mandatory Minimum Requirements
Section 6	OEM Evaluated Qualifications
Section 7	Product Mandatory Minimum Requirements and Evaluated Qualifications
Section 8	Cost Proposal
Attachment A	NASPO ValuePoint Master Agreement Terms and Conditions
Attachment B	Scope of Work
Attachment C	OEM Mandatory Minimum Requirements
Attachment D	Cost Proposal
Attachment E	Score Sheet
Attachment F	Claim of Business Confidentiality
Attachment G	NASPO ValuePoint Detailed Sales Reporting Template
Attachments H – N	Lead State and Additional Participating Entities' Terms and Conditions

RFP Administrative Information

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

REQUEST FOR PROPOSALS
Office Furniture and Related Services

Solicitation # CT22-79

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

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

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

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

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

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

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

This will be a replacement for expiring Master Agreements for the State of Utah and NASPO ValuePoint. The current Master Agreements expire January 21, 2023. The current Participating Entities are as follows: State of Alaska, State of Hawaii, State of Iowa, State of Idaho, State of Louisiana, State of Minnesota, State of North Dakota, State of Nevada, State of Oregon, State of South Dakota, and State of Utah.

The sales reported are as follows:

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

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

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

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

Cat Turner, State Contract Analyst
 State of Utah, Division of Purchasing and General Services

1.3 Reserved

1.4. Definitions

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

- **ANSI:** A source for standards and conformity assessments by the American National Standards Institute. See www.ansi.org for more information.
- **ANSI/BIFMA:** Safety and performance standards developed by The Business and Institutional Furniture Manufacturers Association (BIFMA) engineering committee. See www.bifma.org for more information.

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

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

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

1.5. NASPO ValuePoint Background Information

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

1.6. Participating States

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

1.7. Anticipated Usage

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

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1 RFP Question and Answer Process

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

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

2.2 RFP Addenda

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

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

2.3 Reserved

2.4 Proposal Due Date

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

2.5 Cancellation of Procurement

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

2.6 Governing Laws and Regulations

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

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

2.7 Firm Offers

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

2.8 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it

provided a Proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint cooperative purchasing program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.9 Proposal Content and Format Requirements

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

2.10 Proposal Submission Instructions

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

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

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

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

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

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

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

2.11 Required Format

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

2.11.1 Business Proposal Response

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

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

2.11.2 OEM Mandatory Minimum Requirements

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

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

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

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

2.11.3 OEM Evaluated Qualifications

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

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

2.11.4 Product Mandatory Minimum Requirements and Evaluated Qualifications

2.11.4.1 Product Mandatory Minimum Requirements

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

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

2.11.4.2 Product Evaluated Qualifications

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

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

2.11.5 Confidential, Protected or Proprietary Information & Redacted Copy

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

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

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

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

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

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

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

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

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

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

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

require a substantial proposal rewrite to correct.

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

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

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

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

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

2.11.7 Cost Proposal

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

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

2.12 Ownership or Disposition of Proposals and other Materials submitted

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

Section 3: Evaluation and Award

3.1 Right to Waive Minor Irregularities

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

3.2 Discussions with Offerors – Oral Presentations

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

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

3.3 Award of Master Agreement(s)

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

3.4 Evaluation Process

Stage 1: OEM Mandatory Minimum Requirements

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

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

Stage 2: OEM Evaluated Qualifications

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

OEM Evaluated Qualification 1 - Warranty (40 Points)
OEM Evaluated Qualification 2 – Website (40 Points)
OEM Evaluated Qualification 3 – Customer Service Capabilities (50 Points)
OEM Evaluated Qualification 4 – Delivery (40 Points)
OEM Evaluated Qualification 5 – Authorized Dealer Relationship (20 Points)
OEM Evaluated Qualification 6 - Environmental (60 Points)

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

Stage 3: Product Mandatory Minimum Requirements and Evaluated Qualifications

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

Stage 3a: Product Mandatory Minimum Requirements:

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

Stage 3b: Product Evaluated Qualifications:

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

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

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

Stage 4: Cost Proposal Evaluation

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

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

3.5 Notice of Intent to Award

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

3.6 Protest

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

3.7 Post Award Formalization of the Master Agreement

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

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

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

Section 4: Business Proposal Form

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

4.1 Promotion of the NASPO ValuePoint Master Agreement

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

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

4.2 Administrative Fee and Reporting Plan

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

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

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

4.3 Offeror Profile

Provide the following information specific to Offeror:

- 4.3.1** Offeror's full legal name
- 4.3.2** Primary business address
- 4.3.3** Describe Offeror's ownership structure
- 4.3.4** Employee size (number of employees)
- 4.3.5** Website
- 4.3.6** Sales contact information
- 4.3.7** Client retention rate during the past three (3) years
- 4.3.8** A brief history of Offeror and the year it was founded
- 4.3.9** Describe Offeror's growth during the past three (3) years.

Section 5: OEM Mandatory Minimum Requirements

5.1 See Attachment C – OEM Mandatory Minimum Requirements.

Section 6: OEM Evaluated Qualifications

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

6.1 Warranty

- 6.1.1 Describe how Offeror's standard warranty for each product category exceeds the minimum warranty requirements stated in Attachment C – OEM Mandatory Minimum Requirements Section 8 Warranty. Describe Offeror's warranty and period of time for textiles, color fastness, electrical components, pneumatic cylinders and other moving parts.
- 6.1.2 Describe how Offeror provides warranty documents or information to Participating Entities.
- 6.1.3 Provide the number of warranty claims and the percentage of warranty claims for each product category for which Offeror is submitting that illustrates the ratio between the total number of claims and total units shipped for calendar year 2021.
- 6.1.4 Describe Offeror's policy in regards to how warranty applies to products that have been discontinued.
- 6.1.5 To what extent beyond ten (10) years or the warranty expiration period as defined in Attachment C - OEM Mandatory Minimum Requirements Section 8 Warranty are parts and components available for products that have been discontinued?
- 6.1.6 Provide a copy of the Offeror's standard warranty for each product category for which Offeror is submitting.

6.2 Website

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

- 6.2.1 Describe in detail the features, benefits, and capabilities of Offeror's website.
- 6.2.2 To what extent does Offeror's website provide detailed information on product offering, color and fabric options, pricing, and product capability?
- 6.2.3 Describe the website's ability to search Authorized Dealers in the geographic area of each Participating Entity.
- 6.2.4 Describe website training offered by Offeror.
- 6.2.5 Describe how environmental products are identified or searchable to Participating Entities on the website.
- 6.2.6 Describe the accessibility, functionality, or level of website compliance with Web Content Accessibility Guidelines.

6.3 Customer Service Capabilities

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

- 6.3.1** Describe how Offeror proposes to provide satisfactory product representation and sales support to Participating Entities and how the Participating Entity will be notified of changes to the representative contact information.
- 6.3.2** Provide the Offeror's proposed OEM Contract Administrator's number of years' experience in the office furniture industry.
- 6.3.3** To what extent are Offeror's service centers and/or Authorized Dealers service centers available beyond the minimum mandatory requirements described in Attachment C - OEM Mandatory Minimum Requirements Section 19 - Customer Service.
- 6.3.4** Describe the ordering options available from the Offeror, Authorized Dealer(s), and the website.
- 6.3.5** Describe the process that will be used to ensure that a customer service representative will respond to all inquiries within one (1) business day.
- 6.3.6** Describe the Design Services available through Offeror's Authorized Dealer(s).
- 6.3.7** Describe the Installation Services available through Offeror's Authorized Dealer(s).
- 6.3.8** Describe the Customer Service available through Offeror's Authorized Dealer(s).
- 6.3.9** Describe Offeror's process for Customer Owned Material (COM).
- 6.3.10** Describe the process Offeror uses to track and respond to issues and concerns from both the Authorized Dealer(s) and Participating Entities.
- 6.3.11** Describe how Offeror assesses customer satisfaction.
- 6.3.12** Describe Offeror's quality assurance measures.
- 6.3.13** Describe Offeror's ability and process to support a decentralized system of orders submitted from many Purchasing Entities in multiple states and locations.
- 6.3.14** Describe Offeror's return and restocking policy and procedure when the Participating Entity orders in error.

6.4 Delivery

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

- 6.4.1** Describe how Offeror processes emergency or rush deliveries that are requested by a Participating Entity.

- 6.4.2 Describe the standard lead time for shipping for each of the shipping methods defined in Attachment C - OEM Mandatory Minimum Requirements Section 11 Freight and Delivery.
- 6.4.3 Describe Offeror's short lead time or express delivery products program.
- 6.4.4 Describe Offeror's standard lead time from the time the order is placed until delivery.

6.5 Authorized Dealer Relationship

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

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

6.6 Environmental

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

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

- 6.6.1 Commitment to Environment and Sustainability
 - 6.6.1.1 Provide a website link to Offeror's current environmental sustainability, if available.

6.7.10 Principles for Safer Chemicals: Offerors that participated in the Chemical Footprint Project need only complete question 6.7.10.1 of this section and may skip questions 6.7.10.2-4.

6.7.10.1 Has Offeror participated in the Chemical Footprint Project? If yes, provide Offeror's responses to the survey and skip questions ii-iv. If no, respond to questions 6.7.10.2-4 below.

6.7.10.2 Does Offeror have a chemicals policy that aims to avoid chemicals of high concern? Yes/No. If yes, provide Offeror's policy and note whether it is available on Offeror's website. If no, skip to question iv below.

6.7.10.3 Does Offeror have a chemicals policy that in addition to avoiding chemical of high concern includes an explicit reference for the use of safer alternatives? Yes/No. If yes, note whether Offeror's policy focus on chemicals in Offeror's products, manufacturing operations, supply chains, and/or primary packaging? In addition, if yes, note whether Offeror's chemicals policy publicly. If no, answer question iv below.

6.7.10.4 What chemical information does Offeror collect from suppliers? Response Options. List all that supply. Offeror:

6.7.10.4.1 Requires suppliers to provide chemical information as delineated in our Legally Restricted Substances List.

6.7.10.4.2 Requires suppliers to provide chemical information as delineated in our Beyond Restricted Substances List.

6.7.10.4.3 Requires suppliers to provide chemical information on the EU's list of Candidate Substances of Very High Concern.

6.7.10.4.4 Requires supplies to provide full chemical ingredient information.

6.7.10.4.5 None of the above.

6.8 Other Applicable Standards.

6.9 Has Offeror had any breaches of environmental, health, or safety standards within the past twelve (12) months? This includes fires, explosions, industrial accidents, hazardous releases, or other health and safety incidents at any of the Offeror's facilities. If so, provide details (including but not limited to date of event, quantitative extent of damage, environmental effects, and corrective action plan and success rate) of all breaches.

Section 7: Product Mandatory Minimum Requirements and Evaluated Qualifications

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

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

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

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

7.1 Office Seating and Accessories

7.1.1 Office Seating and Accessories Mandatory Minimum Requirements

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

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

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

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

7.1.2 Office Seating and Accessories Evaluated Qualifications

7.1.2.1 Category Capabilities, Components, and Finishes

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

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

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

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

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

7.1.2.4 Mandatory Products

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

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

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

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

7.1.2.5 Describe available accessories for this category.

7.1.3 Office Seating and Accessories Optional Products (Not Evaluated)

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

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

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

- 7.1.3.4** Describe stackable/foldable seating options including ergonomic, multiples styles of casters and bases, armrest options, alignment devices, ganging, weight and maximum stack height, storage and transportation options.
- 7.1.3.5** Describe work stool options including hard surface types, type of casters, bases, back and arm and footrest options.
- 7.1.3.6** Describe tablet arm chairs including hard surface types, types of casters, bases, and back and arm options.

7.2 Lounge and Public Seating and Accessories

7.2.1 Lounge and Public Seating and Accessories Mandatory Minimum Requirements

- 7.2.1.1** All products offered in response to each product category shall be standard catalog products for which literature and specifications are available including any certified test results if available.
- 7.2.1.2** All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built excluding accessories
- 7.2.1.3** All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- 7.2.1.4** Offerors submitting for the Lounge and Public Seating Accessories category must include, at a minimum, single seats reception/lounge seating, multiple seat reception/lounge seating within one unit or ganged seating units, couch seating, and lounge seating. Optional products include collaborative lounge seating, folding chairs, and foot stools.

7.2.2 Lounge and Public Seating and Accessories Evaluated Qualifications

7.2.2.1 Category Capabilities, Components, and Finishes

- 7.2.2.1.1** Describe fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type) for all seating types.
- 7.2.2.1.2** Describe polyurethane foams and minimum IFD softness.
- 7.2.2.1.3** Describe Offeror's ability to customize products that still maintain the primary product function and warranty.
- 7.2.2.2** Describe which products, excluding accessories, offered in response to this category meet the most current ANSI/BIFMA X5.1 General Purpose Office Chairs – Tests, ANSI/BIFMA X5.4 Public & Lounge Seating, and/or ANSI/BIFMA X5.41 Large Occupant Public & Lounge Seating – 400 lb user, and California Technical Bulletin 117-2013, or most current version, Requirements, Test Procedure and Apparatus for Testing and Flame Retardance of Resilient Filling Materials used in upholstered furniture.

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

7.2.2.4 Mandatory Products

7.2.2.4.1 Describe single seat reception/lounge seating options including ergonomic, multiple styles, sizes, types of casters, bases, and armrest options.

7.2.2.4.2 Describe multiple seat reception/lounge seating options including ergonomic, multiple styles, sizes, types of casters, bases, and armrest options.

7.2.2.4.3 Describe couch seating options including ergonomic, multiple styles, sizes, types of casters, bases, and armrest options.

7.2.2.4.4 Describe lounge seating options including ergonomic, multiple styles, sizes, types of casters, bases, and armrest options.

7.2.2.5 Describe available accessories for this category.

7.2.3 Lounge and Public Seating and Accessories Optional Products (Not Evaluated)

7.2.3.1 Describe collaborative lounge seating options including ergonomic, multiple styles of casters and bases, armrest options, alignment devices, ganging, weight and maximum stack height, storage and transportation options.

7.2.3.2 Describe folding chairs including multiple styles of casters and bases, armrest options, alignment devices, ganging, weight and maximum stack height, storage and transportation options.

7.2.3.3 Describe foot stools including multiple styles or casters and bases, and weight options.

7.2.3.4 Describe Bariatric Lounge and Public Seating.

7.3 Desks, Tables, and Related Products and Accessories

7.3.1 Desks, Tables, and Related Products and Accessories Mandatory Minimum Requirements

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

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

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

- 7.3.1.4** Offerors submitting for the Desks, Tables, and Related Products and Accessories category must provide in their offering, at a minimum, free-standing desks, height adjustable desks, and tables. Optional products include small office, side tables, conference room tables, training tables, and mobile and portable workstations.
- 7.3.1.5** Offeror certifies that standard trim for all exposed corners or changes in height, if applicable, must be included in quotes. Offeror must provide standard trim for all exposed ends, junctions, corners, or changes in height.
- 7.3.2** Desks, Tables, and Related Products and Accessories Evaluated Qualifications
 - 7.3.2.1** Category Capabilities, Components, and Finishes
 - 7.3.2.1.1** Describe work surfaces including standard and up charge laminates, veneers, shapes, depths, edge options, finishes, height adjustability, support methods, and cable management accessibility.
 - 7.3.2.1.2** Describe Offeror's ability to customize products that still maintain the primary product function and warranty.
 - 7.3.2.2** Describe which products, excluding accessories, offered in response to this category meet or exceed the most current ANSI/BIFMA X5.5 Desks/Tables Products.
 - 7.3.2.3** Describe the versatility of proposed product and how it can be used collaboratively to form groups, teams, or instruction and movement including how it can be integrated with other proposed product categories (if any).
 - 7.3.2.4** Describe how product offering are designed in a manner that components may be completely removed from one side without disturbing the other workstation when in an open floorplan or collaboration workstation layout.
 - 7.3.2.5** Mandatory Products
 - 7.3.2.5.1** Describe free-standing desks including sizes, number of drawers, types of finishes and materials (i.e. wood, metal), privacy type panels, base and leg/foot options, locking/security, drawer tracking/glides, and cord management.
 - 7.3.2.5.2** Describe height adjustable desks options including, but not limited to, work surface options, sizes, cable management, finishes, options, and the height adjustability mechanisms.
 - 7.3.2.5.3** Describe tables including size (height/width/depth), type of legs or bases, types of finishes and materials (i.e. wood, metal), mobility, fold ability, storage, and transportation options.
 - 7.3.2.6** Describe available accessories for this category including integrated task lighting.
- 7.3.3** Desks, Tables, and Related Products and Accessories Optional Products (Not Evaluated)

- 7.3.3.1** Describe small office tables including sizes (height/width/depth), type of finishes and materials (i.e. wood, metal), locking/security and bases.
- 7.3.3.2** Describe side tables including sizes (height/width/depth), type of finishes and materials (i.e. wood, metal), locking/security and bases.
- 7.3.3.3** Describe conference room tables including sizes (height, width, depth), types of finishes and materials (i.e. wood, metal), bases, and cabling options for audio/visual/computer/electrical component equipment.
- 7.3.3.4** Describe training tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), bases, mobility, fold ability, nesting, storage and transportation options, and cabling options for audio/visual/computer/electrical component equipment.
- 7.3.3.5** Describe mobile and portable workstations including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), bases, mobility, fold ability, nesting, storage and transportation options, and cabling options for audio/visual/computer/electrical component equipment.

7.4 Panel Systems and Accessories

7.4.1 Panel Systems and Accessories Mandatory Minimum Requirements

- 7.4.1.1** All products offered in response to each product category shall be standard catalog products for which literature and specifications are available including any certified test results if available.
- 7.4.1.2** All products must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built excluding accessories.
- 7.4.1.3** All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- 7.4.1.4** Offerors submitting for the panel systems and accessories category must provide in their offering, at a minimum, panel systems and overhead storage. Optional products include moveable screens, boundaries, and panels, mobile boards, and shelving.
- 7.4.1.5** Offeror certifies that standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in quotes.

7.4.2 Panel Systems and Accessories Evaluated Qualifications

7.4.2.1 Category Capabilities, Components, and Finishes

- 7.4.2.1.1** Describe fabric and fabric grades including the variety of options available in standard and up charge category, including soil and fade resistance, recycled content fabric (include recycled content type).

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

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

7.4.2.2 Describe which products, excluding accessories, offered in response to this category meet or exceed the most current ANSI/BIFMA - X5.6 Panel Systems.

7.4.2.3 Describe the versatility of Offeror's proposed product and how it can be used collaboratively to form groups, teams, or instruction and movement including how it can be integrated with Offeror's other proposed product categories (if any). Describe how product offering are designed in a manner that components may be completely removed from one side without disturbing the other workstation when in an open floorplan or collaboration workstation layout.

7.4.2.4 Mandatory Products

7.4.2.4.1 Describe panel systems including a variety of options that provide privacy without blocking airflow or light, ease of reconfiguration, and cable management, options to support hanging components without counter balancing, and the number of components that can be supported without replacing the load bearing base unit, and the maximum height (if applicable).

7.4.2.4.2 Describe overhead storage units including the variety of options, materials, and widths to match panel dimensions, flexibility in configurations, shelves with integral metal back or back stop, finish, lock availability, and the ability to attach accessories.

7.4.2.5 Describe available accessories for this category including task lighting (mounting, high efficiency, and glare minimizing options) and overhead and high shelf storage accessories.

7.4.3 Panel Systems and Accessories Optional Products (Not Evaluated)

7.4.3.1 Describe moveable screens, boundaries, and panels including sizes, types of finishes and materials, base and leg/foot options, multiple styles of casters to include carpet and non-carpet, and cord management (if applicable).

7.4.3.2 Describe mobile boards including sizes, types of finishes and materials, base and leg/foot options, multiple styles of casters to include carpet and non-carpet, and cord management (if applicable).

7.4.3.3 Describe shelving that attaches to panel systems including types of finishes and materials.

7.5 Storage and Accessories

7.5.1 Storage and Accessories Mandatory Minimum Requirements

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

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

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

7.5.1.4 Offerors submitting for the Storage and Accessories category must provide in their offering, at a minimum, file cabinets, free-standing and mobile pedestal file cabinets, and bookcases. Optional items include wardrobes, cabinets, and shelving.

7.5.2 Storage and Accessories Evaluated Qualifications

7.5.2.1 Category Capabilities, Components, and Finishes

7.5.2.1.1 Describe surfaces including standard and up charge laminates, veneers, shapes, depths, edge options, finishes, height adjustability, support methods, and cable management accessibility.

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

7.5.2.2 Describe which products, excluding accessories, offered in response to this category meet or exceed the most current ANSI/BIFMA - X5.9 Storage Units.

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

7.5.2.4 Mandatory Products

7.5.2.4.1 Describe file cabinets, sizes, number of drawers, options for lateral, vertical, types of finishes and materials (i.e. wood and metal), ganging, locking/security, counterweights, and drawer tracking/glides.

7.5.2.4.2 Describe free-standing and mobile pedestal cabinets including size (height/width/depth), number of drawers, fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type), mobility, type of casters, types of finishes and materials (i.e. wood, metal), locking/security.

7.5.2.4.3 Describe bookcases including size (height/width/depth), number of shelves and options, types of finishes and materials (i.e. wood, metal), locking/security, and counterweights/mountable options.

7.5.2.5 Describe available accessories for this category.

7.5.3 Storage and Accessories Optional Products (Not Evaluated)

7.5.3.1 Describe storage cabinet sizes (height/width/depth), numbers of shelves and options, types of finishes and materials (i.e. wood and metal), locking/security, and counterweights/mountable options.

7.5.3.2 Describe wardrobe sizes (height/width/depth), numbers of shelves and options, types of finishes and materials (i.e. wood and metal), locking/security, and counterweights/mountable options.

7.5.3.3 Describe wall mounted shelving. This category does not include shelving units that are attached to panel systems or architectural products.

7.6 Architectural Products and Accessories

7.6.1 Architectural Products and Accessories Minimum Mandatory Requirements

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

7.6.1.2 All products must have an identification tag/sticker which must include or have other means for establishing the following information: manufacturer's name, model number, and year built excluding accessories.

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

7.6.1.4 Offerors must meet or exceed any Participating Entities' current revision of standard, code, law, requirement and manufacturer recommend installation methods during the term of the contract.

7.6.1.5 Offeror must provide training to the Purchasing Entity in maintenance, panel replacement, and **orientation to accessing utilities**.

7.6.1.6 Offeror certifies that all miscellaneous required items such as hardware, brackets, clamps, braces, etc. that would be necessary for the installation and layout be included in quotes.

7.6.1.7 Offerors submitting for the Architectural Products category must provide in their offering, at a minimum, demountable walls (unitized and modular). Optional items include other types of architectural products, shelving, pods, and other similar products.

7.6.2 Architectural Products and Accessories Evaluated Qualifications

7.6.2.1 Category Capabilities, Components, and Finishes

- 7.6.2.1.1** Describe manufacturing processes including quality assurance programs and any environmentally friendly features and benefits. Describe the structural performance standards used by Offeror and the methods used to ensure compliance and testing methodology.
 - 7.6.2.1.2** Describe building materials used and/or provide data sheets or industry recognized equivalent regarding material components.
 - 7.6.2.1.3** Describe options available including materials and finishes, door options, sound attenuation qualities, and support of hanging equipment and furniture.
 - 7.6.2.1.4** Describe Offeror's ability to customize products that still maintain the primary product function and warranty.
- 7.6.2.2** Describe which products, excluding accessories, offered in response to this category meet or exceed the American Society for Testing and Materials or other industry standards.
- 7.6.2.3** Describe the versatility of proposed product and how it can be used collaboratively to form groups, teams, or instruction and movement including how it can be integrated with other proposed product categories (if any).
- 7.6.2.3.1** Describe installation processes and procedures including quality assurance program. Include response time to project site if technical assistance is required for maintenance or repair. Describe any quality control processes or procedures that are routinely utilized in the installation of products.
 - 7.6.2.3.2** Describe the method and process required to move or reconfigure walls. Describe the ability and method to access utilities, electrical, data, plumbing or other interior utilities. Describe the ability to change the panel material/type for future updates. Does product need to be completely disassembled to be reconfigured? How does the product adapt to new technology? Describe any other features or benefits of Offeror's product not already covered.
 - 7.6.2.3.3** Provide a list of four (4) projects, in varying degrees of complexity and types, designed and installed by Offeror that demonstrate Offeror's strengths, including a general timeline (total time for project completion), and a complete description of the project scope.
- 7.6.2.4** Mandatory Products
- 7.6.2.4.1** Describe demountable walls including unitized wall systems including shapes and styles, materials (such as veneer, writeable whiteboard, glass, and upholstery), colors, flexibility, technology integration, acoustics and other capabilities such as types of doors and finish and hardware combinations, if applicable.

7.6.2.4.2 Describe demountable walls including modular systems including shapes and styles, materials (such as veneer, writeable whiteboard, glass, and upholstery), colors, flexibility, technology integration, acoustics and other capabilities such as types of doors and finish and hardware combinations, if applicable.

7.6.2.5 Describe available accessories for this category.

7.6.3 Architectural Products and Accessories Optional Products (Not Evaluated)

7.6.3.1 Describe additional architectural products including shapes and styles, materials (such as veneer, writeable whiteboard, glass, and upholstery), colors, flexibility, technology integration, acoustics and other capabilities such as types of doors and finish and hardware combinations, if applicable.

7.6.3.2 Describe shelving products that integrate with architectural products including styles, materials, flexibility, technology integration and other capabilities, if applicable.

7.6.3.3 Describe pods and similar products for this category including shapes and styles, materials, flexibility, technology integration, acoustics and other capabilities, if applicable.

Section 8: Cost Proposal

8.1 Minimum Discount Percentage Rate and Published Commercial Price List

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

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

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

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

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

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

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

8.1.3 Price Reductions

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

8.2 Product Line Additions

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

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

8.3 Participating Addendum Rates

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

8.4 Categories and Product Lines

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

8.5 Cost Proposal

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

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

8.5.1.1 Architectural Products

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

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

8.5.1.1.2 Participating Entities may be required to obtain multiple quotes for each project when a Published Commercial Price List is not available. The process that a Participating Entity determines shall be negotiated in the Participating Addendum process.

8.5.2 Discount Percentage

8.5.2.1 Offeror shall provide pricing based on a minimum percentage discount from a Published Commercial Price List, manufacturer's price list, or catalog.

- 8.5.2.2** Offeror may offer multiple minimum percentage discounts per category and product line if, those different percentages and product types are specified on the corresponding product category detail sheet in Attachment D – Cost Proposal.
- 8.5.2.2.1** Accessories offered must be included in a specific awarded product line. Accessories from a product line not awarded may not be offered.
- 8.5.2.3** The minimum percentage discount offered includes Standard Delivery and Dock Delivery to Purchasing Entity.
- 8.5.2.4** Hardware and related components may have their own minimum percentage discount if specified on the corresponding product category detail sheet in Attachment D – Cost Proposal.
- 8.5.2.5** The minimum percentage discount offered does not include Installation Services. Installation Services and Design Services rates are negotiated during the Participating Addendum process.



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");

- 3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State

Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some Participating Entities may require an additional administrative fee be paid by Contractor directly to the Participating Entity on purchases made by Purchasing Entities within that Participating Entity. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless prohibited by law or otherwise negotiated in a Participating Addendum, Contractor may adjust the Participating Addendum pricing by an amount no greater than the Participating Entity fee for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint

Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- 5.3.2 Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.
- 5.3.3 Reporting on Personal Use.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.
- 5.3.4 Executive Summary.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The

executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this

Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing.

- 6.1.1** Minimum discount percentage rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Contractor may request to update the pricing on their Published Commercial Price List one (1) time every twelve (12) months. Any update must be submitted at least ninety (90) days prior to the effective date and the Lead Contract State Administrator may update the Master Agreement through a written amendment as appropriate.

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

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

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

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

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

- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing

or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

 - 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;
 - 7.6.4** Purchasing Entity contact information;
 - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor including the following:
 - 7.6.5.1** Published Commercial Price List
 - 7.6.5.2** Contracted Discount Percentage
 - 7.6.5.3** Contract Price
 - 7.6.6** Installation and Design Fees show as hourly rates. Information must include the number of crew members required and the installation team's associated hours and hourly rate. Each crew member's number of hours must a detailed explanation of the work to be included in those hours.
 - 7.6.7** Anticipated Lead times
 - 7.6.8** A not-to-exceed total for the products or services being ordered; and
 - 7.6.9** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid and allowed, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2** Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3** Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the

Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c)

continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants at a minimum the office furniture products and materials offered under this RFP and resulting Master Agreement for ten (10) years from Acceptance. Contractor may exclude textiles, color fastness, electrical components, pneumatic cylinders and other moving parts from the ten (10) year warranty from Acceptance. If not explicitly excluded, the products will carry the ten (10) year warranty from Acceptance. Specialty products and accessories may be excluded from the following requirements and must offer a minimum warranty of five (5) years from Acceptance. Warranties must contain descriptive warranty information for all specialty products and accessories. Contractor warrants that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been

avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution

of the United States or otherwise, from any claim or from the jurisdiction of any court.

- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating

Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Attachment B - Scope of Work

A. Scope of Work

The following products and services are not included in the scope of this RFP: residential, gaming, healthcare, educational, laboratory, auditorium and lecture hall furniture. Third party or partner brands are not included in the scope of this RFP.

1. Product Categories

Offerors may respond to all or any of the office furniture categories. Offeror must respond to and provide the mandatory products listed in each product category and may not provide only subcategories and/or optional items.

Offerors awarded a product category will then be awarded the Offeror's entire proposed product lines within the scope of the product category. Accessories provided by the awarded Offeror must be related to each product category for which Offeror is awarded.

- i. Office Seating and Accessories includes general purpose office chairs that are normally used in an office environment and may include, but are not limited to those seating styles typically referred to as: conference/executive chairs, task chairs, side/guest chairs, nesting folding chairs, tablet arm chairs and stools.

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

- ii. Lounge and Public Seating and Accessories includes products with single seat units, units with multiple seating positions within one unit or ganged seating units, and folding chairs. Public and lounge seating may be ganged/connected. Seating in this category would normally be used in indoor common/shared spaces such as waiting, reception, visitor seating, restaurant and dining settings and other gathering areas. Seating units that must be attached to the building structure for support or stability purposes and general purpose or task-oriented office chairs are not included.

Offerors submitting for the Lounge and Public Seating Accessories category must include, at a minimum, single seats reception/lounge seating, multiple seat reception/lounge seating within one unit or ganged seating units, couch seating, and lounge seating. Optional products include collaborative lounge seating, folding chairs, foot stools, and Bariatric Lounge and Public Seating.

- iii. Desks, Tables, and Related Products and Accessories include products intended for use in commercial office, institutional and training environments; including retail spaces and restaurants. Tables may be collapsible and/or stackable. Tables with attached seating are excluded.

Offerors submitting for the Desks, Tables, and Related Products and Accessories category must provide in their offering, at a minimum, free-standing desks, height adjustable desks, and tables. Optional products include small office, side tables, conference room tables, training tables, and mobile and portable workstations.

- iv. Panel Systems and Accessories include panel systems, screens, panel supported systems, and various hang on components.

Offerors submitting for the Panel Systems and Accessories category must provide in their offering, at a minimum, panel systems and overhead storage. Optional products include moveable screens, boundaries, and panels, mobile boards, and shelving.

- v. Storage and Accessories include freestanding, mobile, and wall mounted storage units and shelving, bookcases, filing cabinets, pedestal filing cabinets, wardrobes, and other similar functioning storage products.

Offerors submitting for the Storage and Accessories category must provide in their offering, at a minimum, file cabinets, free-standing and mobile pedestal file cabinets, and bookcases. Optional items include wardrobes, cabinets, and shelving. This category does not include shelving units that are attached to panel systems or architectural products.

- vi. Architectural Products and Accessories include prefabricated walls, typically steel or aluminum frame 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. May be installed into a track system, panels may interlock or butt together with system hardware. Utilities and other infrastructure may be incorporated into the system as well as whiteboards, housing for monitors, and can incorporate lighting, and shelving. The 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 as a barrier.

Offerors submitting for the Architectural Products category must provide in their offering, at a minimum, demountable walls (unitized and modular). Optional items include other types of architectural products, shelving, pods, and other similar products. Pods include partially or entirely self-contained spaces that may or may not be mobile that can contain one (1) or more persons.

2. Optional Service Categories

The awarded Offeror may or may not offer these categories. Participating Entities reserve the right to determine to incorporate any of the optional categories into a Participating Addendum. If the optional categories are offered by the awarded Offeror, the terms and conditions, scope of work and hourly rates shall be negotiated during the Participating Addendum process.

Optional services must be provided as a standalone service without the need to place an order for furniture. Contractor must provide a not to exceed quote for optional services

prior to commencing work.

Contractor 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.

- i. Software that enhances the awarded product categories.
- ii. Recycling or Donation/Reuse Programs
- iii. Work from Home Programs
- iv. Lease Options

Contractor may provide the following 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. Contractor will identify its rental/lease partner(s). Any Purchasing Entity may choose to work with a Contractor's lease partner or obtain other financing or work with other leasing entities of the Purchasing Entity's choice.

- v. Reconfiguration of Furniture

1. Product Inventory

- a. Contractor shall go 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 reconfiguration of furniture.
- b. If the original design was completed by the Contractor and the design is on file, the Contractor shall verify the existing layout against the design, then update the design to verify the design/layout/count of existing products is accurate prior to beginning the new design.
- c. If the original design was not completed by the Contractor or the design is not on file, then the Contractor shall need to create a new set of drawings that reflect the current furniture layout prior to beginning the new design.

2. Field Verifications

Contractor shall complete a field verification of facility dimensions, including inspecting the site, measuring the space and updating the Purchasing Entity's provided CAD drawings to reflect accurate dimensions, or creating the CAD drawings if the drawings do not exist.

3. Furniture Space Planning, Layout, and 3D Rendering

Purchasing Entities may request multiple revisions based on Purchasing Entity feedback. Space planning may also include preliminary block plans to

determine space utilization or may include specific product application and design. Contractor shall ensure that plans meet all building, electrical and fire codes, and obtain approval from building departments, as required.

4. Furniture Specification

Contractor shall create parts lists based on the layout of space, application of color, material, and finish, and specification/coordination of electrical/data. Contractor shall double check to make sure all plans meet code and match the requested finishes, quantities, and sizes on the floor plan.

Purchasing Entity may request that the Contractor research and present multiple product options as requested. Each time the layout or color, material, and finish is revised, the plan must also be revised.

5. Customer's Own Material (COM)

If an Purchasing Entity elects to use COM, Contractor must spend time verifying yardage and application of COM along with availability and compatibility on product. Each time colors and finishes are revised by an Purchasing Entity, the plan must also be revised.

6. Final Floor Plans and Quote

Contractor must create a final floor plan in a printed copy or electronic PDF format for the Purchasing Entity to approve in writing and allows an order to be placed. The final floor plan must include furniture layout, electrical/data locations, etc.

3. Authorized Dealers

Authorized Dealers are required to offer all mandatory services.

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 its 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 its sales and installation personnel.

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

The process for adding or removing an Authorized Dealer at the Participating Entity level will be negotiated and described in the Participating Addendum. Each Participating Entity shall determine, negotiate with the awarded Offeror, and describe the process in the Participating Addendum. The awarded Offeror shall follow the process described in the Participating Addendum for each Participating Entity when adding or removing an Authorized Dealer.

4. Participating Addendum Process

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. Office furniture accessories may be included in the offering by the Offeror, but Participating 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 at the sole legal obligation of the awarded Offeror or their Authorized Dealer to the Participating Entity and negotiated during the Participating Addendum process.

Attachment C - Acceptance Document
OEM Mandatory Minimum Requirements

Offeror Name:	
---------------	--

Instructions	
1	The following are OEM Mandatory Minimum Requirements that correspond to Stage 1 - OEM Mandatory Minimum Requirements of the RFP.
2	A "Yes" or "No" or "Not submitting to this category" (as applicable) answer must be provided in column D for each item. A "No" response will disqualify Offeror's Proposal from further consideration.
3	All cells in yellow require an input.
4	Offeror must title document as further described in Section 2.11 of the RFP.
5	Any discrepancies in the language found in this document from the RFP, will be resolved by defaulting to the RFP.

Stage 1: OEM Mandatory Minimum Requirements		Yes/No
1	Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, upload a written explanation in the Supplier's Attachment section in Jaggaer for review by the Lead State.	
2	Offeror certifies that Offeror is an Original Equipment Manufacturer.	
3	Terms and Conditions	
3.1	Offeror certifies that Offeror has read and understands all of the terms and conditions as shown in the Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions.	
3.2	Offeror certifies that Offeror has read and understands all of the terms and conditions as shown in the Lead State Terms and Conditions.	
3.3	Offeror certifies that Offeror may be required to negotiate Participating Entity terms and conditions when executing a Participating Addendum.	
4	Offeror certifies that there shall be no minimum dollar amount or product count under the Master Agreement or resulting Participating Addendums.	
5	Offeror certifies that the minimum discount percentage(s) offered shall be guaranteed for the term of the Master Agreement.	
6	Offeror shall only offer new products. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.	
7	Dedicated Website: Offeror certifies that Offeror shall maintain a contract website for each Participating Entity that executes a Participating Addendum. The purpose of the website is to inform Purchasing Entities of the individual programs under any subsequent Participating Addendum. The website, shall at minimum contain:	
7.1	Product offerings and options, limited to the products approved by each Participating Entity through their Participating Addendum.	
7.2	A list of Authorized Dealers within the Participating Entities that are authorized to service the Participating Addendum.	
7.3	Pricing information limited to the products approved by the Participating Entity through their Participating Addendum.	
7.4	Offeror must have website implemented within ninety (90) calendar days of execution of a Master Agreement or implementation of a Participating Addendum. Participating Entities will identify any state specific accessibility or other requirements during the Participating Addendum process.	
8	Warranty: Offeror certifies that Offeror must, at a minimum, warrant the office furniture products and materials offered under this RFP and resulting Master Agreement for ten (10) years from Acceptance. Offeror may exclude textiles, color fastness, electrical components, pneumatic cylinders and other moving parts from the ten (10) year warranty from Acceptance. If not explicitly excluded, the products will carry the ten (10) year warranty from Acceptance. Specialty products and accessories may be excluded from the following requirements and must offer a minimum warranty of five (5) years from Acceptance. Warranties must contain descriptive warranty information for all specialty products and accessories.	
8.1	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.	
8.2	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 Purchasing Entity. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.	

9	Geographic Coverage. Offeror certifies that Offeror can provide one (1) or more of the product categories and all mandatory services listed below on a nationwide basis. Offeror or Authorized Dealer(s) must provide the associated mandatory services for the awarded product categories. All products and services must be provided to the entire state.	
10	Insurance Requirements. Offeror certifies that Offeror shall acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 13 in Attachment A - NASPO ValuePoint Master Agreement Terms and Conditions. Participating Entities will identify any state specific insurance requirements during the Participating Addendum process. The insurance requirements found in Section 13 of Attachment A - NASPO ValuePoint Master Agreement Terms and Conditions will apply to all orders arising from the RFP.	
11	Freight and Delivery: Offeror certifies that unless otherwise noted on a purchase order, the Offeror or Offeror's Authorized Dealer must comply with the following delivery requirements:	
11.1	The Offeror or Offeror's Authorized Dealer must be able to offer the following delivery methods. Pricing and fees for additional services, such as inside delivery, and other non-standard requests will be negotiated during the Participating Addendum process by each Participating Entity.	
11.1.1	Standard Delivery – FOB Destination Freight Prepaid and Allowed. Product is brought to the tailgate or end of truck and Purchasing Entity is responsible to unload. No additional freight charges apply. Freight costs must be included in the Contract 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 Contract 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. The awarded Offeror is responsible for filing and expediting all freight claims with carriers. The awarded Offeror must pay title and risk of loss or damage charges. Participating Entities reserve the right to examine freight cost and route shipments with their own contracted carrier. <u>F.O.B Destination, freight prepaid</u> Seller – Pays freight charges Seller – Bears freight charges and selects carrier Seller – Owns goods in transit Seller – Files claims (if any)	
11.1.2	Dock Delivery – Products will be delivered and unloaded by a common carrier to a dock. Participating Entities may want to order, for example, seating or accessories and does not need assistance with installation and prefers the product to be delivered directly to Purchasing Entity's facility dock.	
11.1.3	Inside Delivery – Products will be delivered by the Offeror or Offeror's Authorized Dealer to the receiving address as designated on a purchase order. Products will be unloaded and unboxed by the Offeror or Offeror's Authorized Dealer with no installation required by the Offeror or Offeror's Authorized Dealer.	
11.1.4	Installation – Products will be delivered, unloaded, uncrated, and installed by the Offeror or the Offeror's Authorized Dealer according to the plan and to a move in ready condition incorporating the requirements below in Section 17.	
11.2	Delivery of products must be made to any receiving address specified on the purchase order. Multiple delivery locations could be included on one (1) purchase order. Locations may include, but are not limited to, standard office buildings, high-rise office buildings, receiving docks, and staging areas.	
11.3	Offeror or Offeror's Authorized Dealer must offer delivery, unloading, uncrating, and installation of products ordered from any product category for which Offeror is awarded.	
11.4	Offeror or Offeror's Authorized Dealer is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpsters and trash receptacles that belong to the Participating Entity must not be used without written permission from the Purchasing Entity.	
11.5	Participating Entity personnel shall not assist with unloading product.	
11.6	Participating 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 made at the request of the Participating Entity.	

11.7	Offeror or Offeror's Authorized Dealer is responsible for storage of product prior to delivery. If delivery is delayed by the Participating Entity, the Participating Entity shall negotiate a new delivery date with the Offeror or Offeror's Authorized Dealer and the purchase order shall be revised. Storage costs associated with the delayed deliveries requested by the Participating Entity shall be negotiated on a project basis.	
11.8	Emergency or rush deliveries required by the Participating Entity that require special shipping and handling charges may be at the Participating Entity's expense, but only with prior written approval from the Participating Entity and a delivery date agreement from the Offeror or Offeror's Authorized Dealer. Emergency or rush shipping charges must be added to an invoice as a separate line item. In the event emergency or rush delivery is required as the result of the Offeror or Offeror's Authorized Dealer's error; all shipping and handling charges must be paid by the Offeror and Offeror's Authorized Dealer including all charges for shipping and handling to Alaska and Hawaii.	
11.9	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 Offeror or Offeror's Authorized Dealer. Unless otherwise stated in the Participating Addendum or project agreement, if delivery of critical components to perform the job function are delayed more than ninety (90) business days beyond the delivery terms as stated in the purchase order, the Offeror or Offeror's Authorized Dealer will be given the opportunity to provide a substitute product that meets the needs to the Participating Entity until the ordered product is delivered. The Participating 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 Participating Entity or if the Offeror or Offeror's Authorized Dealer does not provide a substitute product then the Participating Entity may cancel the order with no payment for work completed . Participating Entity acknowledges that Offeror or Offeror's Authorized Dealer will not be liable to the extent that any such delays are caused by order changes requested by the Participating Entity, construction/inspection delays at Participating Entity's job site, and/or force majeure events.	
12	Damaged and Incorrect Product	
12.1	Damaged or incorrect product must be reported to Offeror or Offeror's Authorized Dealer by the Participating Entity within five (5) calendar days after the damage is noticed.	
12.2	Offeror or Offeror's Authorized Dealer is responsible for pickup and repair or replacement of all damaged goods within a reasonable time frame acceptable to the Participating Entity.	
12.3	Offeror or Offeror's Authorized Dealer shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the Participating Entity.	
12.4	Offeror or Offeror's Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner.	
12.5	Offeror or Offeror's Authorized Dealer is required to keep the Participating Entity informed of the replacement process and delivery date for any and all replacement orders.	
12.6	The Participating Entity will not be charged a re-stock fee for any returns due to an Offeror error.	
12.7	In the event that a Participating Entity does not accept product due to damages or shipment error as described above, Participating Entity including Alaska or Hawaii shall not pay additional shipping and handling charges for the shipment of replacement products.	
13	Product Manuals. Upon request, an owner's manual, which includes installation instructions and serviceable parts lists, must be supplied for all products. Manuals may be available via the Offeror's website. The manuals must be available that contain complete installation and uninstallation instructions including all necessary parts lists and diagrams.	
14	OEM Contract Administrator	
14.1	Offeror certifies that the OEM Contract Administrator has authority to enforce the scope of work and terms and conditions of the resulting Master Agreement.	

14.2	<p>Offeror certifies that the OEM Contract Administrator shall attend, and travel at their expense, an annual meeting with the Lead State Contract Administrator and evaluation committee to provide information regarding the Master Agreement. Information to be provided by the OEM Contract Administrator is listed below.</p> <ol style="list-style-type: none"> 1. Total Master Agreement purchases. 2. Total Master Agreement purchases by product category. 3. Total Master Agreement purchases by Participating Entity. 4. Total Master Agreement purchases by Participating Entity by product category. 5. Report on quality issues, if applicable. 6. New product introductions and market trends. 7. Website traffic and offerings. 8. Updates on Authorized Dealers 9. Marketing and other resources available. 10. Management of the Master Agreement and questions or concerns. 11. Discuss any issues or concerns and what Offeror experience is in doing business with governmental entities under this Master Agreement. 12. General Discussion. 	
15	NASPO ValuePoint Administrative Fee, Reporting Requirements and Usage Report Administrator	
15.1	<p>Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 5.2 in Attachment A - NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 5.3 of the Attachment A - NASPO ValuePoint Master Agreement Terms and Conditions.</p> <p>Participating Entities may require additional usage reporting and administrative fee be paid directly to the Participating Entity only on purchases made by Purchasing Entities within that Participating Entity. Some Participating Entities may require an additional administrative fee be paid by Contractor directly to the Participating Entity on purchases made by Purchasing Entities within that Participating Entity. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless prohibited by law or otherwise negotiated in a Participating Addendum, Contractor may adjust the Participating Addendum pricing by an amount no greater than the Participating Entity fee for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.</p>	
15.2	<p>If awarded, Offeror must identify the Usage Report Administrator who is 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 Master Agreement period. The awarded Offeror will be required to provide reporting contact within fifteen (15) days of Master Agreement execution.</p>	
16	Customer Service. Offeror certifies that Offeror can provide or meet the following requirements:	
16.1	<p>Offeror or Offeror's Authorized Dealer must have one (1) lead representative for each Participating Entity that executes a Participating Addendum. Contact information shall be kept current. Any changes shall be communicated to the Participating Entity within five (5) business days.</p>	
16.2	<p>Purchasing Entities must have the option of ordering through the Offeror or Offeror's Authorized Dealer network.</p>	
16.3	<p>Offeror's or Offeror's Authorized Dealer's representative must be available by phone or email at a minimum, from 8 AM to 5 PM on Monday through Friday for the applicable time zones.</p>	
16.4	<p>Offeror or Offeror's Authorized Dealer's representative will respond to inquiries within one (1) business day.</p>	
16.5	<p>Offeror or Offeror's Authorized Dealer(s) must provide Design Services for the applicable categories as further described below in Section 18.</p>	
16.6	<p>Offeror or Offeror's Authorized Dealer(s) must provide Installation Services for the applicable categories as further described below in Section 17.</p>	
16.7	<p>Offeror or Offeror's Authorized Dealer(s) must provide Customer Service as further described below in Section 19 at no additional charge.</p>	

16.8	<p>Quotes provided by the Offeror or Offeror's Authorized Dealer(s) to Purchasing Entities must contain, at a minimum, the following elements:</p> <ol style="list-style-type: none"> 1. Master Agreement and Participating Addendum (if Applicable) Number 2. Published Commercial Price List 3. Contracted Discount Percentage 4. Contract Price 5. Installation and Design Fees shown as hourly rates. Information must include the number of crew members required and the installation team's associated hours and hourly rate. Each crew member's number of hours must a detailed explanation of the work to be included in those hours. 6. Anticipated Lead times 	
16.9	<p>Quotes provided by the Offeror or Offeror's Authorized Dealer(s) must be approved in writing by the Purchasing Entity prior to ordering or work commencement.</p>	
16.10	<p>Invoices provided by the Offeror or Offeror's Authorized Dealer(s) must contain, at a minimum, the following elements:</p> <ol style="list-style-type: none"> 1. Purchase order number or other identifying order number. 2. Master Agreement and Participating Addendum (if Applicable) Number 3. Payment terms must be in compliance with the Master Agreement or the Participating Entity's Participating Addendum. 4. Pricing that reflects that which is on the purchase order or other ordering confirmation documentation as applicable (i.e. signed quote, work order, etc.). 	
17	<p>Service Category - Installation Services. Offeror certifies that they can provide or meet the following requirements:</p>	
17.1	<p>Offeror certifies that Installation Services include all planning and labor required to disassemble, assemble, deliver, setup, install, and otherwise finish an office installation or remodel project at a contracted hourly rate. The contracted hourly rate and hours will be negotiated during the Participating Addendum process by each Participating Entity.</p>	
17.2	<p>Installation of Product (Applies to all product categories)</p>	
17.2.1	<p>The Offeror or Authorized Dealer must take precautions during the installation of any product not to damage the premises and/or property of the Purchasing Entity except as necessary to install product and approved in advance by the Purchasing Entity. If damages do occur as a result of operations under this Master Agreement, the Offeror or Offeror's Authorized Dealer is responsible for ensuring that the affected premises and/or property is returned/restored to their original condition or the Offeror or Offeror's Authorized Dealer must make restitution, as agreed upon by the parties.</p>	
17.2.2	<p>Installation must occur with minimal disruption, time, noise volume, and space usage.</p>	
17.2.3	<p>Products must be fully installed and ready for use within the agreed upon time frame of the Participating Entity.</p>	
17.2.4	<p>Installation Team</p> <ol style="list-style-type: none"> 1. Offeror or Offeror's Authorized Dealer must maintain an installation crew either in-house or subcontracted as an installation team. 2. Offeror or Offeror's Authorized Dealer must be fully responsible for and supervision of the installation team. 3. Installation team must be trained and experienced in the installation of product 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. 4. Installation team must be fully responsible for installation of product unless Standard Delivery or Dock Delivery is selected by the Purchasing Entity. 5. Installation team is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpsters and trash receptacles that belong to the Participating Entity must not be used without written permission from the Purchasing Entity. 6. Installation team is responsible for all of their own tools, supplies, and equipment and assume all risk and/or loss. Purchasing Entity is not responsible for tools left at the job site. 7. Installation team must place all products in the location designated by the plan or Purchasing Entity. 	
17.3	<p>Cleaning</p>	

17.3.1	Offeror or Offeror's Authorized Dealer(s) is responsible to ensure that a final cleaning will be completed prior to the final walk through and acceptance of all products. A final cleaning 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 product be ready for use or move in condition, as applicable.	
17.3.2	Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Offeror or Offeror's Authorized Dealer, after notification and request for correction, is not able to properly clean and ready the job site for occupation by the designated move in date.	
17.3.3	The cost of additional cleaning shall be fully reimbursed by the Offeror or Offeror's Authorized Dealer if the Offeror or Offeror's Authorized Dealer(s) do not correct the issue promptly to allow for occupation of the job site on the designated move in date.	
17.4	Offeror or Offeror's 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 by the Purchasing Entity. 1. The punch out checklist must include a listing of any missing, incorrect, non-working or damaged products that is approved and signed by the Purchasing Entity after issues are resolved.	
17.5	Offeror or Offeror's Authorized Dealer(s) is responsible for ordering any missing, damaged, or incorrect products upon discovery, and Purchasing Entity must incur no additional charges as a result of the Offeror or Offeror's Authorized Dealer error or omission.	
18	Service Category - Design Services. Offeror certifies that Offeror can provide or meet the following requirements:	
18.1	Design Services fees may only be applied to Panel Systems and Accessories and Architectural Products and Accessories unless the project includes one or more of the product categories below: Accessories 1. Office Seating and Accessories 2. Lounge and Public Seating and Accessories 3. Desks, Tables, and Related Products Accessories 4. Storage and Accessories	
18.2	Offeror's awarded the Panel Systems and Accessories and/or the Architectural Products and Accessories categories must provide design services including reconfiguration and layout services at a contracted hourly rate. The contracted hourly rate will be negotiated during the Participating Addendum process by each Participating Entity.	
18.3	Design services include but are not limited to; space planning, furniture migration strategies, reconfiguration of existing panel system or architectural products, assistance with furniture selection, interior office design, and computerized installation drawings. Purchasing Entity's project manager must approve final plans in writing.	
18.3.1	Offeror or Offeror's Authorized Dealers working on projects that require design services will provide a detailed description and breakdown of all services being provided and costs associated with them. Design fees must not exceed 3% of the total Contract Price unless the Purchasing Entity agrees to additional charges in advance of services.	
18.3.1.1	Offeror 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. 1. The project is more complex and requires more labor hours or expertise. 2. The project requires additional site visits or travel to remote locations. Offeror or Offeror's Authorized Dealer may only collect design fees if they are awarded the project and must provide detailed quotes free of charge.	
18.3.2	Design Services applicable to Panel Systems and Accessories.	
18.3.2.1	Fabric, paint, and finishes must be available electronically and incorporated into computer-aided design drawings to aid in the selection process.	

18.3.2.2	<p>Offeror is responsible for the following:</p> <p>all job site dimensions, obstructions, and attributes.</p> <p>2. Overages, shortages, or all other ordering errors resulting from orders based on the design work completed by the Offeror or Offeror's Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Offeror or Offeror's Authorized Dealer's design or ordering process.</p> <p>3. Resolve the matter to the Purchasing Entity's satisfaction (financially and logistically), if Offeror or Offeror's Authorized has designed and specified a new furniture installation that does not fit properly due to inaccurate floor plans. No payment will be made until the issue is fully resolved and approved by the Purchasing Entity.</p> <p>4. Provide a plan showing in detail, the position of all new furniture products, wall heights, colors, types of panels, and voice/data outlets.</p> <p>5. All plans and review for correct product application and stability including notifying the Purchasing Entity immediately of any deviations or inconsistencies with product capabilities, including unusual installation requirements.</p> <p>6. 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 the time of installation, Offeror or Offeror's Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.</p> <p>7. Complying 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.</p>	<p>1. Accuracy of</p>
18.3.3	Design Services applicable to Architectural Products and Accessories.	
18.3.3.1	Fabric, paint, and finishes must be available electronically and incorporated into computer-aided design drawings to aid in the selection process.	
18.3.3.2	<p>Offeror is responsible for the following:</p> <p>all job site dimensions, obstructions, and attributes.</p> <p>2. Field verifications and any overages, shortages, and all other ordering errors resulting from orders based on the design work completed by the Offeror or Offeror's Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Contractor design or ordering process.</p> <p>3. Provide concept drawings and construction documents, part lists, and submittal samples (including finishes). Offeror or Offeror's Authorized Dealer must provide a 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 must include elevations, and connection and attachment details to the base building.</p> <p>4. All plans and review for correct product application and stability including notifying the Purchasing Entity immediately of any deviations or inconsistencies with product capabilities, including unusual installation requirements.</p> <p>5. 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 the time of installation, Offeror or Offeror's Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.</p> <p>6. Provide on-site visits to assess needs and develop plans and must return to the job site to verify installations.</p> <p>7. 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 with federal, state, local, and other applicable codes, and prevailing wage requirements.</p> <p>8. Complying 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.</p>	<p>1. Accuracy of</p>
19	<p>Service Category - Customer Service. Offeror certifies that Offeror can provide or meet the following requirements: Customer service includes sales service, project management services, product information services, and warranty services. If a Participating Entity elects to provide Customer Owned Material, Offeror shall assist the Participating Entity with the evaluation of that material at no additional cost. Offeror or Offeror's Authorized Dealer may not charge for Customer Service.</p>	
20	<p>Optional Services. Offeror certifies that they can provide or meet the following requirements if Offeror determines to offer the optional service categories listed in Attachment B – Scope of Work. If Offeror selects "Not Submitting for This Category" for any of the items below, Offeror will be disqualified from offering the optional service categories.</p>	
20.1	Optional services may be provided in addition to the mandatory services or as a standalone service without the need to place an order for furniture.	
20.2	Offeror or Offeror's Authorized Dealer must provide a not to exceed quote for optional services prior to commencing work.	

20.3	Offeror and Offeror's 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.	
20.4	Offeror shall upload a separate document describing the optional service categories Offeror wishes to offer. Title this document upload in the Supplier's Attachments section – [Offeror Name] – Optional Services.	
21	Product Categories. Indicate which product categories Offeror is submitting a proposal.	
21.1	Office Seating and Accessories.	
21.2	Lounge and Public Seating and Accessories.	
21.3	Desks and Tables and Accessories.	
21.4	Panel Systems and Accessories.	
21.5	Storage and Accessories.	
21.6	Architectural Products and Accessories.	

Attachment D: Cost Proposal
Category 1: Office Seating and Accessories

Offeror Name:

Cost Proposal Form Instructions:

1. Offerors must complete all information requested (yellow boxes) and **bid on every product** and complete the corresponding category detail sheet, if Offeror wishes to be considered for the category.
2. Each line item must be completed with one (1) product.
3. This cost sheet is for scoring purposes and if awarded, the percentage discount offered by the Offeror for products below should match the minimum percentage discount in the corresponding detail sheet.
4. Offerors must indicate the exact Published Commercial Price List number and date for which cost is being based on.
5. Base is defined as the best priced standard typical offering.
6. Boxes in green and blue will auto-populate.

CATEGORY 1: Office Seating - Base

Item #	Item Description	Quantity	Brand	Product Line - Collection (if applicable)	Model	Model Number	Price List # and Date	Published Commercial Price List Price	Published Commercial Price List Price x Quantity	% Discount	Contract Price (Published Commercial Price List x Quantity x Discount)
1	Executive 5 Star Base Chair. Black mesh or fabric seat and back. High back, height adjustable arms, gas lifted, synchronized titling mechanism, chrome, platinum metallic, or polished aluminum base, standard casters for low pile carpet or tile.	6						\$ -	\$ -	0.00%	\$ -
2	Armless 5 Star Base Chair. Black fabric upholstered chair, gas lifted, tilting mechanism, chrome, platinum metallic, or polished aluminum base, standard casters for low pile carpet or tile.	4						\$ -	\$ -	0.00%	\$ -
3	Armless Sled Base Guest Chair. Glides. Black Leather back and seat. Black frame.	16						\$ -	\$ -	0.00%	\$ -
4	Sled Base Guest Chair with fixed arms. Glides. Mesh back. Black seat fabric. Black frame.	16						\$ -	\$ -	0.00%	\$ -
5	Task Chair with arms. Mesh or fabric seat and back. Five star base. Height adjustable. Tilt limiter and seat angle adjustments. Fully adjustable arms (height, width, and angle) with non upholstered arm pads. Standard casters for low pile carpet or tile. Finish: graphite or black base finish.	12						\$ -	\$ -	0.00%	\$ -
6	Armless Task Chair. Mesh or fabric seat and back. Five star base. Height adjustable. Tilt limiter and seat angle adjustments. 2 1/2" hard caster for carpet. Finish: graphite or black base finish with standard mesh seat and back.	12						\$ -	\$ -	0.00%	\$ -
7	Conference Chair with arms. Mesh or fabric seat and back. Five star base. Height adjustable. Standard tilt. Fully adjustable arms (height, width, and angle) with nonupholstered arm pads. 2 1/2" caster for low pile carpet or tile. Finish: graphite or black base finish.	48						\$ -	\$ -	0.00%	\$ -
CATEGORY 1 TOTAL (Points for Category 1 determined by this amount)											\$ -

Attachment D: Cost Proposal
Category 2: Lounge and Public Seating and Accessories

Offeror Name:

Cost Proposal Form Instructions:

1. Offerors must complete all information requested (yellow boxes) and **bid on every product** and complete the corresponding category detail sheet, if Offeror wishes to be considered for the category.
2. Each line item must be completed with one (1) product.
3. This cost sheet is for scoring purposes and if awarded, the percentage discount offered by the Offeror for products below should match the minimum percentage discount in the corresponding detail sheet.
4. Offerors must indicate the exact Published Commercial Price List number and date for which cost is being based on.
5. Base is defined as the best priced standard typical offering.
6. Boxes in green and blue will auto-populate.

CATEGORY 2: Lounge and Public Seating - Base											
Item #	Item Description	Quantity	Brand	Product Line - Collection (if applicable)	Model	Model Number	Price List # and Date	Published Commercial Price List Price	Commercial Price List Price x Quantity	% Discount	Contract Price (Published Commercial Price List x Quantity x Percentage Discount)
1	Lounge Chair. Single seat. Four hardwood or metal feet. Black leather chair. Attached arms. Glides.	4						\$ -	\$ -	0.00%	\$ -
2	Armless Reception Chair. Single seat. Full upholstered with COM. High back. 4 wooden or metal legs. Glides.	2						\$ -	\$ -	0.00%	\$ -
3	Reception Chair. Single Seat. Fully upholstered with COM. Mid back. 4 prong swivel base in black finish. Glides.	4						\$ -	\$ -	0.00%	\$ -
4	Reception Sofa. 3 Seater. Fixed arms. Black leather seat and back. Glides. Wood or metal legs matching black leather.	1						\$ -	\$ -	0.00%	\$ -
5	Open Office Sofa. Fully upholstered three seat lounge w/high back and high arms, carpet glides, and upholstered back.	4						\$ -	\$ -	0.00%	\$ -
CATEGORY 2 TOTAL (Points for Category 2 determined by this amount)											\$ -

Attachment D: Cost Proposal
Category 3: Desks and Tables and Accessories

Offeror Name:

Cost Proposal Form Instructions:

1. Offerors must complete all information requested (yellow boxes) and **bid on every product** and complete the corresponding category detail sheet, if Offeror wishes to be considered for the category.
2. Each line item must be completed with one (1) product.
3. This cost sheet is for scoring purposes and if awarded, the percentage discount offered by the Offeror for products below should match the minimum percentage discount in the corresponding detail sheet.
4. Offerors must indicate the exact Published Commercial Price List number and date for which cost is being based on.
5. Offerors may offer a product with a +/- six (6) inch variance.
6. Base is defined as the best priced standard typical offering.
7. Boxes in green and blue will auto-populate.

CATEGORY 3: Desks and Tables - Base											
Item #	Item Description	Quantity	Brand	Product Line - Collection (if applicable)	Model	Model Number	Price List # and Date	Published Commercial Price List Price	Published Commercial Price List Price x Quantity	% Discount	Contract Price (Published Commercial Price List x Quantity x Discount)
1	24" D x 48" W x 29" H Laminate Desk. Single Hanging Pedestal with two box/file drawers. Locks can be on all drawers or one lock that controls all drawers. Full modestly panel. Glides. Minimum 1 black wire management grommets.	1						\$ -	\$ -	0.00%	\$ -
2	Height Adjustable Worksurface. square edge rectangular plastic laminate surface with vinyl or ABS edge. Base: Height adjustable base with standard electric height adjustment (19" range); adjustment mechanism placed at the front edge of the table. Size: 48" W x 30" D. Finish: wood grain plastic laminate with vinyl edge; color light brown.	8						\$ -	\$ -	0.00%	\$ -
3	18" D x 18" H Round Laminate Table. Round steel base with glide plate.	4						\$ -	\$ -	0.00%	\$ -
4	24" D x 18" H Round Laminate Table. Round steel base with glide plate.	4						\$ -	\$ -	0.00%	\$ -
5	36" D x 96" W x 42" H Work Table. Standing height table. Wood veneer or wood with mitered or rounded edge. Non powered.	2						\$ -	\$ -	0.00%	\$ -
6	24" D x 72" W Rectangular Table. Squared Edge. Laminate Top. Post leg. Glides or Casters.	2						\$ -	\$ -	0.00%	\$ -
7	36" D x 42" H x 72" W Rectangular Table. Squared Edge. Laminate Top. Glides or Casters.	1						\$ -	\$ -	0.00%	\$ -
CATEGORY 3 TOTAL (Points for Category 3 determined by this amount)											\$ -

Attachment D: Cost Proposal
Category 4: Panel Systems and Accessories

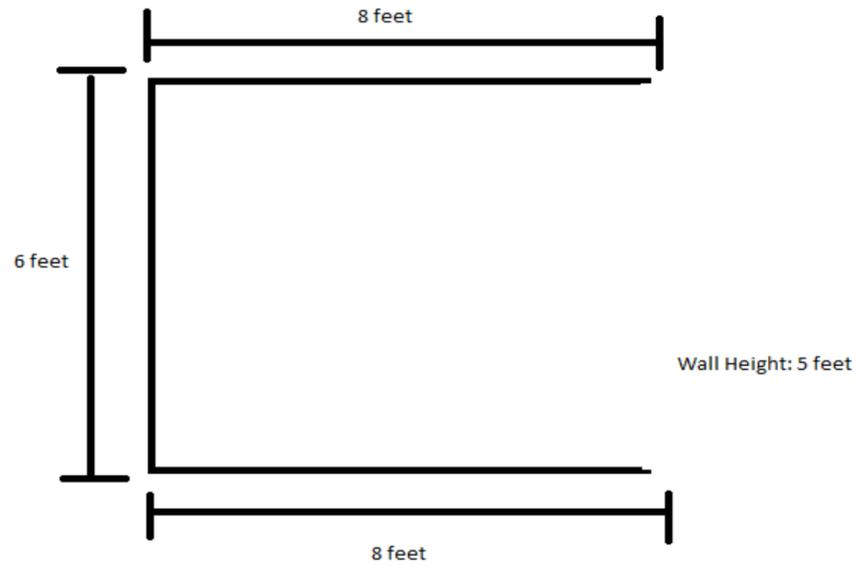
Offeror Name:

Cost Proposal Form Instructions:

1. Offerors must complete all information requested (yellow boxes) and **bid on every product** and complete the corresponding category detail sheet, if Offeror wishes to be considered for the category.
2. Each line item must be completed with one (1) product.
3. This cost sheet is for scoring purposes and if awarded, the percentage discount offered by the Offeror for products below should match the minimum percentage discount in the corresponding detail sheet.
4. Offerors must indicate the exact Published Commercial Price List number and date for which cost is being based on.
5. Offerors may offer a product with a +/- six (6) inch variance on width and height. Offerors may offer a product with a +/- one (1) inch variance on thickness.
6. Base is defined as the best priced standard typical offering.
7. Boxes in green and blue will auto-populate.

CATEGORY 4: Panel Systems - Base

Item #	Item Description	Brand	Product Line - Collection (if applicable)	Model	Model Number	Price List # and Date	Published Commercial Price List Price	Published Commercial Price List Price x Quantity	% Discount	Contract Price (Published Commercial Price List x Quantity x Discount)
1	Freestanding 2" thick, full fabric gray upholstered panels with black trim including all necessary hardware for installation (See image below for dimensions).						\$ -	\$ -	0.00%	\$ -
CATEGORY 4 TOTAL (Points for Category 4 determined by this amount)										\$ -



Attachment D: Cost Proposal
Category 5: Storage and Accessories

Offeror Name:

Cost Proposal Form Instructions:											
1. Offerors must complete all information requested (yellow boxes) and bid on every product and complete the corresponding category detail sheet, if Offeror wishes to be considered for the category.											
2. Each line item must be completed with one (1) product.											
3. This cost sheet is for scoring purposes and if awarded, the percentage discount offered by the Offeror for products below should match the minimum percentage discount in the corresponding detail sheet.											
4. Offerors must indicate the exact Published Commercial Price List number and date for which cost is being based on.											
5. Offerors may offer a product with a +/- six (6) inch variance.											
6. Base is defined as the best priced standard typical offering.											
7. Boxes in green and blue will auto-populate.											

CATEGORY 5: Storage and Accessories - Base											
Item #	Item Description	Quantity	Brand	Product Line - Collection (if applicable)	Model	Model Number	Price List # and Date	Published Commercial Price List Price	Published Commercial Price List x Quantity	% Discount	Contract Price (Published Commercial Price List x Quantity x Discount)
1	20" D x 36" W x 26" H Lateral File Cabinet. Laminate top. Painted steel, standard smooth finish. Rails included. Leveling glides. Keyed.	6						\$ -	\$ -	0.00%	\$ -
2	22" D x 15" W x 22" H. Metal Mobile Pedestal. Cushion top. Keyed. Rails included. Casters. 2 Drawers. Counterweight included.	10						\$ -	\$ -	0.00%	\$ -
3	22" D x 15" W x 28" H. Metal Mobile Pedestal. Keyed. Rails included. Casters. 3 Drawers. Counterweight included.	20						\$ -	\$ -	0.00%	\$ -
4	13" D x 36" W x 48" H 3 Shelf Bookcase. Laminate. Glides. Fixed and/or adjustable Shelves.	4						\$ -	\$ -	0.00%	\$ -
5	13" D x 36" W x 72" H 5 Shelf Bookcase. Metal. Glides. Adjustable Shelves.	4						\$ -	\$ -	0.00%	\$ -
CATEGORY 5 TOTAL (Points for Category 5 determined by this amount)											\$ -

Attachment D: Cost Proposal
Category 6: Architectural Products and Accessories

Offeror Name:

Cost Proposal Form Instructions:

1. Offerors must complete all information requested (yellow boxes) and **bid on every product** and complete the corresponding category detail sheet, if Offeror wishes to be considered for the category.
2. Each line item must be completed with one (1) product.
3. This cost sheet is for scoring purposes and if awarded, the percentage discount offered by the Offeror for products below should match the minimum percentage discount in the corresponding detail sheet.
4. Offerors must indicate the exact Published Commercial Price List number and date for which cost is being based on.
5. Base is defined as the best priced standard typical offering.
6. Boxes in green and blue will auto-populate.

CATEGORY 6A: Architectural Products - Base											
Item #	Item Description	Quantity	Brand	Product Line - Collection (if applicable)	Model	Model Number	Price List # and Date	Published Commercial Price List Price	Published Commercial Price List x Quantity	% Discount	Contract Price (Published Commercial Price List x Quantity x Discount)
1	100 feet single pane glass solution; 1/2" acoustic laminated glass; 36 STC, 9' bulkhead height with standard powder coat finish and stainless steel door hardware. Glass may be tempered or laminated.	1						\$ -	\$ -	0.00%	\$ -
2	1 frameless glass swing door, self closing hinges, non locking pull bar.	6						\$ -	\$ -	0.00%	\$ -
3	1 frameless glass sliding door, soft close mechanism, non locking bar pull.	38						\$ -	\$ -	0.00%	\$ -
CATEGORY 6 TOTAL (Points for Category 6 determined by this amount)											\$ -

**ATTACHMENT E - SCORE SHEET
RFP EVALUATION SCORE SHEET**

Score will be assigned as follows:

0 = Fail, the proposal fails to address the requirements or criteria described in the RFP or cannot be assessed due to missing information
 1 = Poor, the proposal inadequately addresses the requirements or criteria described in the RFP or cannot be assessed
 2 = Unsatisfactory, the proposal addresses the requirements or criteria described in the RFP in an unsatisfactory manner
 3 = Satisfactory, the proposal addresses all requirements or criteria described in the RFP in a minimum satisfactory manner
 4 = Good, the proposal addresses all requirements or criteria described in the RFP and in some respects exceeds them
 5 = Excellent, the proposal addresses and exceeds all of the requirements or criteria described in the RFP

Firm Name: _____

Evaluator: _____

Date: _____

Stage 1: OEM Mandatory Minimum Requirements	Attachment C - OEM Mandatory Minimum Requirements	Evaluation (Pass/Fail)
--	--	-------------------------------

Stage 2: OEM Evaluated Qualifications		RFP Section	Evaluator Score (0-5)	Criteria Weight	% of Tech Criteria	Points Possible	Points Earned
1	OEM Evaluated Qualification 1 (40 Points): Warranty.	Office Furniture RFP	0	8	16.0%	40.0	0.0
2	OEM Evaluated Qualification 2 (40 Points): Website.	Office Furniture RFP	0	8	16.0%	40.0	0.0
3	OEM Evaluated Qualification 3 (50 Points): Customer Service Capabilities.	Office Furniture RFP	0	10	20.0%	50.0	0.0
4	OEM Evaluated Qualification 4 (40 Points): Delivery.	Office Furniture RFP	0	8	16.0%	40.0	0.0
5	OEM Evaluated Qualification 5 (20 Points): Authorized Dealer Relationship.	Office Furniture RFP	0	4	8.0%	20.0	0.0
6	OEM Evaluated Qualification 6 (60 Points): Environmental.	Office Furniture RFP	0	12	24.0%	60.0	0.0
					100.0%	250.0	0.0

Required OEM Evaluated Qualifications Point Threshold	RFP Section	Min Percent	Min Points Required	Points Earned	Percent Earned	Evaluation
	Office Furniture RFP	75%	187.50	0.00	0.0%	

Stage 3a: Product Mandatory Minimum Requirements	Office Furniture RFP	Evaluation (Pass/Fail)
---	-----------------------------	-------------------------------

Stage 3b: Product Evaluated Qualifications		RFP Section	Evaluator Score (0-5)	Criteria Weight	% of Tech Criteria	Points Possible	Points Earned
1	Product Evaluated Qualification 1 (100 Points): Category Capabilities, Components and Finishes.	Office Furniture RFP	0	20	22.2%	100.0	0.0
2	Product Evaluated Qualification 2 (100 Points): ANSI/BIFMA.	Office Furniture RFP	0	20	22.2%	100.0	0.0
3	Product Evaluated Qualification 3 (100 Points): Versatility.	Office Furniture RFP	0	20	22.2%	100.0	0.0
4	Product Evaluated Qualification 4 (100 Points): Mandatory Products.	Office Furniture RFP	0	20	22.2%	100.0	0.0
5	Product Evaluated Qualification 5 (50 Points): Accessories.	Office Furniture RFP	0	10	11.1%	50.0	0.0
					100.0%	450.0	0.0

Required Product Evaluated Qualifications Point Threshold	RFP Section	Min Percent	Min Points Required	Points Earned	Percent Earned	Evaluation
	Prerequisites	75%	337.5	0.0	0.0%	

Stage 4: Cost	RFP Section	Low Cost Option	Offered Cost	Percent of Total	Points Possible	Points Earned
	Office Furniture RFP			30%	300.0	0.0

Purchasing will use the following cost formula for each cost category: The Offeror with the lowest total cost per product category shall receive 300 points (100% of the total cost points). Other Offerors will receive a portion of the cost points based on what ratio higher their total cost is than the lowest proposed total cost.

Total Evaluation Points	Percent of Total	Points Possible	Points Earned
Total OEM Evaluated Qualifications Points	25%	250.0	0.00
Total Product Evaluated Qualifications Points	45%	450.0	0.00
Total Cost Evaluation Points	30%	300.0	0.00
Total Evaluation Points	100%	1,000.0	0.00

CLAIM OF BUSINESS CONFIDENTIALITY

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, _____ (company name) asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pricing/Cost Proposals may not be classified as confidential or protected and will be considered public information. **An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY”.**

- Non-public financial statements
- Specific employee name and contact information
- Specific customer information, client lists, or subscription lists
- Other (specify): _____

This claim is asserted because this information requires protection as it includes:

trade secrets as defined in Utah Code Annotated Section 13-24-2 ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).

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; [and] (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason

Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Annotated § 63G-2-305(1) or (2) is classified public or if the governmental entity determines that the record should be released after weighing interests under Utah Code Annotated § 63G-2-201(5)(b) or Utah Code Annotated § 63G-2-401(6). See Utah Code Annotated § 63G-2-309.

Signed: _____
On behalf of (company): _____
Date: _____

Attachment G - NASPO ValuePoint Detailed Sales Reporting Template

Field Name	Field Description
VENDOR	The awarded Contractor's name
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME	Customer (agency) Ship to name
SHIP TO ADDRESS	Customer (agency) Ship to address
SHIP TO CITY	Customer (agency) Ship to city
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Vendor assigned order number
CUSTOMER PO NUMBER	Customer provided Purchase Order Number
CUSTOMER NUMBER	Vendor assigned account number for the purchasing entity
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)	(mm/dd/ccyy)
SHIP DATE	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Vendor assigned Invoice Number
PRODUCT NUMBER	Product number of purchased product
PRODUCT DESCRIPTION	Product description of purchased product
UNSPSC	Commodity-level code based on UNSPSC code rules (8 Digits)
CATEGORY	Product Category
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$99999999.999)
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant	Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional	More information

Please note this template is for sample purposes and subject to change.