

Solicitation TO14000

WSCA-NASPO Education Furniture

Bid designation: Public

State of Utah



State of Utah

Bid TO14000 WSCA-NASPO Education Furniture

Bid Number	TO14000
Bid Title	WSCA-NASPO Education Furniture
Bid Start Date	Dec 31, 2013 11:04:08 AM MST
Bid End Date	Feb 17, 2014 2:00:00 PM MST
Question & Answer End Date	Feb 7, 2014 7:00:00 AM MST
Bid Contact	Terri O'Toole Purchasing Agent Division of Purchasing 801-538-3147 TOTOOLE@Utah.gov
Contract Duration	5 years
Contract Renewal	Not Applicable
Prices Good for	1 year
Pre-Bid Conference	Jan 16, 2014 9:00:00 AM MST Attendance is optional Location: Utah State Archives Building located at 346 South Rio Grande Street, Salt Lake City, Utah 84101. Two In-Person Sessions: 9:00 am and 1:00 pm Webinar Format: See instructions in TO14000 Education Furniture RFP Section 1.8.
Bid Comments	<p>This is a WSCA-NASPO (Western States Contracting Alliance - National Association of State Procurement Officials' (multi-state) solicitation.</p> <p>The State of Utah, Division of Purchasing and General Services is requesting proposals for education furniture, including all customer service, installation, and design services on behalf of the State of Utah and the WSCA-NASPO Western States Contracting Alliance (WSCA) - National Association of State Procurement Officials (NASPO). The products and services resulting from the award of this solicitation are to be available to all State entities, Cities, Counties, Higher Education, School Districts and other political subdivisions on an as needed basis.</p> <p>All questions must be submitted electronically through Bid Sync.</p> <p>An optional Pre-Proposal meeting will be held on January 16, 2014 at 9:00 am or at 1:00 pm. Please submit comments or questions to be discussed during the meeting to totoole@utah.gov by January 10, 2014. A PowerPoint presentation of the Pre-Proposal Meeting topics and Agenda will be posted as an addendum to this procurement on or around January 17, 2014.</p> <p>Document Explanation</p> <ol style="list-style-type: none"> 1) State Purchasing Cover Page: Introductory Cover Page 2) Request for Proposal State Cooperative Contract: A. Complete the form providing your firm's information. B. Read and follow NOTICE instructions. C. Read Request for Proposal - Instructions and General Provisions State Cooperative Contract. 3) TO14000 Education Furniture: This RFP document provides information, instructions, and mandatory requirements pertaining to the proposal response. 4) TO14000 Attachment A: WSCA-NASPO Terms and Conditions. 5) State of Utah Terms and Conditions. 6) TO14000 Cost Schedule: This document is the format for offerors to submit information on cost and discounting. 7) TO14000 Section 2 Information: This document shall be completed by offerors to provide information requested in Section 2 of the RFP document. 8) TO14000 ANSI-BIFMA Allowance Request: This document shall be completed by firms requesting extra time to seek ANSI-BIFMA certification compliance. 7) TO14000 Participating Addendum Flow Chart: This is an explanation of the process that takes place after a contract is awarded to sign an agreement with a State. 10) TO14004 Questions Answers: These are the answers to questions asked during the Request for Information posting.

Item Response Form

Item TO14000--01-01 - .

Quantity 1 n/a

Prices are not requested for this item.

Delivery Location **State of Utah**
No Location Specified

Qty 1

Description

All pricing must be submitted on the attached documents.

STATE OF UTAH



SOLICITATION NO. TO14000

WSCA-NASPO Education Furniture

RESPONSES DUE NO LATER THAN:

Feb 17, 2014 2:00:00 PM MST

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061



State of Utah Request for Proposal State Cooperative Contract

Legal Company Name (include d/b/a if applicable) <input type="text"/>		Federal Tax Identification Number <input type="text"/>		State of Utah Sales Tax ID Number <input type="text"/>	
Ordering Address <input type="text"/>			City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Remittance Address (if different from ordering address) <input type="text"/>			City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Type cbcb cbcb cbcb cbcb Corporation Partnership Proprietorship Government			Company Contact Person <input type="text"/>		
Telephone Number (include area code) <input type="text"/>		Fax Number (include area code) <input type="text"/>		Email Address <input type="text"/>	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)			Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
Brand/Trade Name <input type="text"/>			Price Guarantee Period (see attached specifications for any required minimums) <input type="text"/>		
Minimum Order <input type="text"/>			Company's Internet Web Address <input type="text"/>		

Offeror=s Authorized Representative=s Signature <input type="text"/>	Print or type name and title <input type="text"/>	Date <input type="text"/>
State of Utah Division of Purchasing Approval <input type="text"/> Kent Beers, Director	Date <input type="text"/>	Contract Number <input type="text"/>

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

**REQUEST FOR PROPOSAL – INSTRUCTIONS
AND GENERAL PROVISIONS
STATE COOPERATIVE CONTRACT**

1. The contract resulting from this solicitation is being conducted by the Division of Purchasing and General Services for and in behalf of all public entities in the State of Utah.
2. **SUBMITTING THE PROPOSAL:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.
3. **PROPOSAL PREPARATION:** (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.
4. **FREIGHT COST:** Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.
5. **SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.
6. **PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.
7. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.
8. **SAMPLES:** Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.
9. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.
10. **DEBRIEFING OF UNSUCCESSFUL OFFERORS:** State Purchasing does not conduct face to face or teleconference debriefings. All debriefings are to be conducted in writing. A debrief request must be submitted in writing to the Purchasing Agent within seven (7) calendar days of the award notification or rejection notification made through written correspondence or posted on BidSync. The debrief response will be limited to critiquing the strength/weakness of an offeror's proposal based on the evaluation criteria. The debriefing is intended as a courtesy to offerors, providing feedback to be used for future opportunities. Comparisons between proposals or evaluations of other proposals will not be allowed.
11. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.
12. **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 this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.
13. **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.
14. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov. By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
15. **SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.



The State of Utah
Division of Purchasing and General Services

In conjunction with



Request for Proposals

Utah Solicitation Number TO14000

**WSCA-NASPO Master Agreement for
Education Furniture**

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REQUEST FOR PROPOSAL
Education Furniture
Solicitation # 14000

SECTION 1: SOLICITATION GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into master agreements with qualified firms to provide education furniture and related products including all customer service, installation, and design services on behalf of the State of Utah and the WSCA/NASPO Cooperative Purchasing Organization. It is anticipated that this RFP may result in a contract award to multiple Original Equipment Manufacturers (OEM's) or Distributors. An offeror responding to this RFP must cover a geographic area of at least five (5) States. An offeror responding to this RFP must cover all States that they currently service. The OEM's authorized dealers or Distributors will provide the required products and services to qualified participating entities. Distributors may partner with multiple manufacturers. The RFP process has been determined to be the appropriate procurement method to provide the best value on this requirement. This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

The products and services resulting from the award of these master agreements will be available to all qualified entities including States, Cities, Counties, and political subdivisions on an as needed basis under the same terms and conditions including pricing that is agreed to in the master agreement(s) or participating addendums.

Each participating entity has the option to select the manufacturer(s) or distributor(s) they choose to do business with. The participating entity has no obligation to select all awarded manufacturers or distributors. It is at the sole discretion of the participating entity which manufacturers or distributors they select to sign a participating addendum with.

Each participating entity shall select the authorized dealer(s) or distributor(s) they choose to do business with during the participating addendum process. A participating entity may require the authorized dealer(s) or distributor(s) to submit additional information regarding their firm as part of the selection process during the execution of a participating addendum. This information could include, but is not limited to; business references, number of years in business, technical capabilities, and the experience of both their sales and installation personnel. It is at the sole discretion of the participating entity which authorized dealer(s) or distributor(s) they choose to do business with.

Each participating entity has the option to select one or more product categories or services from the resulting master agreement(s) during the execution of the participating addendum process. It is at the sole discretion of the participating entity which product categories they select to include in their offering.

Each participating entity has the option to negotiate an expanded product line within the product category offering and within the scope of this RFP during the participating addendum process. Any additional incremental discounts available to a participating entity, if offered, may be provided at the discretion and as the sole legal obligation of the OEM or their authorized dealer or the distributor to the participating entity and negotiated during the participating addendum process. Contracted suppliers may offer additional volume discounting at any time to purchasing entities for special projects taking into consideration a project size, scope, type, or other considerations at the sole discretion and as the sole legal obligation of the OEM, authorized dealer, or distributor.

The resulting master agreement will be awarded with the understanding and agreement that it is for the sole convenience of the participating entities. The participating entities reserve the right to obtain like goods or services from other sources when necessary. This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement. Proposals must be succinct, concise, and as short as possible to allow for efficient evaluation. Blanket marketing material and unnecessary elaborate brochures or representations beyond what is sufficient to present a complete and effective proposals are not acceptable.

Offerors may respond to one or more of the furniture or related products categories.

The following product categories are included in this RFP.

Education Furniture: The definition of education furniture is generic in nature and is further defined in the subcategories below. The education environment includes Preschool (including early childhood, kindergarten), Elementary, Middle School, High School, and University. Education furniture consists of objects that are moveable, ergonomic, and intended to support the various activities that occur in an educational environment. Education furniture offered in response to this RFP shall take into consideration different teaching styles, learning styles, and be flexible to allow for lecture, collaboration, group activities, and presentations. The term classroom is intended to include lab, computer, science, music, media center as well as preschool, high school, and higher education classroom settings. Items such as classroom desks and tables, classroom and cafeteria seating, classroom storage, student housing, and accessories are considered education furniture for the purposes of this RFP. Further definitions are included in Section 4 product categories.

1. General Education Furniture

Desks: Combo desks, multi-student, open front, ADA, study carrels, and teacher workstations. Desks shall be durable with a variety of base/leg, finishes, shapes, and size options.

Tables: Activity tables, art tables, ceramic, collaborative tables, computer tables, demonstration, drafting tables, flip-top tables, folding tables, science tables, sewing, training tables, height adjustable, wood media (library) tables, and table dollies. Tables shall be durable and be available in a variety of base/leg, finishes, and size options.

Seating: Folding, stacking, nesting, task, stools and chair dollies for K-12 and Higher Education. Durable with a variety of fabric, finishes, leg, caster, back, and seat options.

Lounge Seating and Tables: Tables and seating designed to accommodate student's social activities as well as academic work and utilization of technology (laptops, smartphones, tablets, and other electronic devices) and teacher lounge seating.

2. Filing, Storage, and Accessories

Storage and Accessories: Trophy and display cases, caddies, shelving (laminated, wood, metal), bookcases (wood, metal, laminate), chemical/flammable storage, blueprint storage, music/instrument storage, mobile cabinets, and cabinets with locks.

Carts: Storage, lecterns, podiums, utility, platform, AV, flat panel, presentation, music/folio, science, syncing/charging, laptop, antimicrobial, specialty (geology/microscopes), mobile lab units, music storage/instruments.

Lockers and Accessories: Metal, plastic, and wood lockers and storage cubby's for school, gym, and classroom storage in a variety of sizes and styles. Accessories include locker room benches.

3. Residential Furniture and Accessories

Student (Residential) Housing: Bedding, desks, tables, seating, and storage that is durable, adjustable, and available in a variety of styles, finishes, and fabrics. Accessories may include, but are not limited to, lighting.

4. Outdoor Furniture

Outdoor Furniture and Accessories: Picnic tables, seating, benches. Accessories may include, but are not limited to, trash receptacles, and bike racks in durable weather resistant materials.

5. Stages and Risers

Portable Stages and Risers and Accessories: Choral risers, seated band, transport risers, portable stages, adjustable and fixed height stages available in a variety of sizes, shapes, and finishes. Accessories may include, but are not limited to,

transportation carts, stairs, ADA ramps, guardrails, skirting, backdrops, wall padding, chairstops, crowd control barriers, and player tunnels.

6. Cafeteria Tables and Seating and Accessories

Cafeteria Tables and Seating and Accessories: Cafeteria tables and seating that are durable, stain resistant and available in a variety of sizes, styles, finishes, and options. With and without attached seating, wall mounted, freestanding, café, bistro, barstool, booths, and fixed seating. Accessories may include, but are not limited to, trash receptacles, tray stands, and recycle bins.

7. Lecture Hall and Auditorium Seating and Accessories

Lecture Hall Furniture:

Seating and Tables designed for lecture hall including fixed and stand-alone tables and fixed and stand-alone seating.

Auditorium Seating:

Auditorium seating that is available in a variety of configurations and options. Accessories may include, but are not limited to aisle lights, cup holders, tablet/computer arms, and power and data connections.

1.2 RFP OBJECTIVE

The WSCA/NASPO master agreement(s) that will result from this RFP process will be new. Most entities that are qualified to participate currently have contracts for education furniture that will be replaced by the master agreement(s). While some qualified entities may elect to immediately transition to the new WSCA/NASPO master agreements, other qualified entities may choose to move to those agreements following the expiration of their current contracts. In some instances, it is also possible that qualified entities would elect to continue utilizing their current contracts while still executing a participating addendum with the OEM's or distributors that are awarded contracts as a result of this RFP. Each qualified entity has the option to choose which contracted supplier(s) and may limit product categories or services offered during the execution of the participating addendum.

It is important to note that each participating entity has its own policy regarding contract usage; however, in many cases contract usage is mandatory for State agencies and voluntary for Cities, Counties, and political subdivisions. In addition, it is common for sales volumes to Cities, Counties, and political subdivisions to exceed the sales volume to State entities.

The objective of this RFP is to obtain deeper price discounts than are obtainable by an individual State or local government entity. The discounts are based on the overall collective volume of potential annual purchases by the numerous State and local government entities. The savings realized by the OEM or distributor in managing one comprehensive WSCA/NASPO master agreement rather than numerous State and local contracts should result in the most attractive discounts available in the

marketplace.

The primary purpose of this solicitation is to select an offeror(s) who can offer the products and services to all 50 States and the District of Columbia. Offeror(s) must be willing and able to supply the entire State.

1.3 WSCA-NASPO BACKGROUND INFORMATION

WSCA-NASPO is a cooperative purchasing organization of all 50 states, the District of Columbia and the organized US territories. WSCA-NASPO is a subsidiary of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. For more information consult the following websites www.wscanasp.org and www.naspo.org

1.4 ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # TO14000. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.5 WSCA/NASPO CONTRACT ADMINISTRATOR

The State of Utah is the lead State and WSCA-NASPO contract administrator as that term is used in the WSCA-NASPO master agreement terms and conditions. The procurement manager (designated by WSCA-NASPO and the State of Utah, Division of Purchasing and General Services is:

Terri O'Toole
State of Utah Division of Purchasing and General Services
State Office Building, Capitol Hill
Suite 3150
Salt Lake City, UT 84114-1061
Email: totoole@utah.gov
Phone: (801) 538-3147
Fax: (801) 538-3882

1.6 QUESTION AND ANSWER PROCESS

All questions, including those about terms and conditions, must be submitted through Bid Sync. Answers will be given via the Bid Sync site. Questions received after the Question/Answer period or posed directly to the procurement manager will not be answered.

1.7 ADDENDA

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 Bid Sync website to obtain RFP addenda or other information relating to the RFP.

1.8 PRE-PROPOSAL CONFERENCE

In Person:

Two pre-proposal conference sessions will be held on Thursday, January 16, 2014, at 9:00 am MST or 1:00 pm MST, at the Utah State Archives Building located at 346 South Rio Grande Street, Salt Lake City, Utah 84101. Attendance at the conference is optional. Answers to questions asked during the pre-proposal conference will be provided via an addendum posted on Bid Sync.

Webinar Instructions:

Visit the WSCA-NASPO website and select the link titled 'Current Opportunities'. There will be a link provided for the Education Furniture Pre-Proposal Conferences on or around January 2, 2014. The first session will begin at 9:00 am MST, and the second session will begin at 1:00 pm MST.

1.9 PROPOSAL SUBMITTAL

NOTICE: By submitting a proposal in response to this RFP, offeror is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the purchasing agent prior to the closing date and time for submission of the proposal.

Revisions, if any, and all written questions and the State's answers, will be posted on the BidSync website. Solicitation documents will not be mailed to prospective offerors.

Offerors must register (free of charge) as a vendor with BidSync in order to have access to the RFP and related documents. Offerors are responsible for ensuring that their registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the supplier's registration information on BidSync. The State of Utah 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 obtain the information provided through BidSync.

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Each offeror must submit a proposal packet electronically through Bid Sync with the cost schedule portion on a separate document labeled 'Cost Schedule'.

When submitting a proposal electronically through BidSync, please allow sufficient time

to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the State of Utah is unable to view certain documents. Therefore, you **MAY NOT submit** documents that are **embedded (zip files), movies, wmp, and mp3 files**. All documents must be attached as separate files.

BidSync customer support may be contacted at (800) 990-9339 for guidance on the BidSync site.

Offerors are responsible for ensuring that their BidSync registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the vendor registration in BidSync. Incorrect or missing vendor registration information may result in failure to receive notification from BidSync regarding this procurement.

Cost will be evaluated independent from the technical proposals, and as such, is to be submitted as a separate document. Failure to submit cost separately may result in your proposal being determined non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being determined non-responsive.

Proposals must be detailed and concise. Unless otherwise stated in your proposal as an "exception", offerors agree to comply with every section, subsection, attachment and addendum of this RFP. Each proposal must be submitted in Microsoft Word or Excel, labeled and organized in a manner that is congruent with the section number, headings, requirements, and terminology used in this RFP. Proposal documents must be Arial font size 10. Offeror responses that are limited to a specified number of pages are referring to single sided pages. As an example, a response that is limited to a document that is no more than two pages long may be submitted on one double sided page, but not two double sided pages.

All proposal contents become the property of the State of Utah. All proposal content is proprietary during the proposal evaluation process. Upon master agreement award, the successful offerors' proposals will be open to public inspection, by request, with the exception of any proposal content that is deemed protected per Section 1.21.

All proposals must include:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

- A. A complete narrative of the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options proposed. A specific point-by-point response, in the order listed and using the same Section category and subcategory numbers, to each requirement and request for information in the RFP.
3. **Protected Information.** All protected information must be included in this section of proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing reader to the specific area of this Protected Information section.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Schedule form.

1.10 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code. Utah Procurement Code Link: <http://le.utah.gov/~code/FTITL63G/63G06a.htm>

The laws of the State of Utah will govern all master agreements that result from this procurement unless the OEM(s) or distributor(s) and participating entity agree in a participating addendum that the laws of another jurisdiction will govern purchases made by purchasing entities within the jurisdiction of the participating entity.

1.11 PARTICIPATING STATES AND HISTORICAL USAGE

In addition to the lead State conducting this solicitation, the following participating States have requested to be named in this RFP as potential users of the resulting master agreement. Other States and entities may potentially sign on after the award process. State-specific terms and conditions that will govern each State's participating addendum will be addressed during the participating addendum process. Historical usage data is provided when available, however, in some cases this is either a new offering or the data is not available. This is not a requirements contract, nor is any minimum or maximum level of sales volume guaranteed or implied. As many States do not currently offer a cooperative contract for education furniture they were unable to give historic volume or estimated annual volumes. Utah estimated annual volume is based on 2013 usage of current education furniture contracts.

State	Estimated Annual Volume
Hawaii	\$500,000
Iowa	NA
Idaho	\$1,500,000
Montana	NA
Nevada	NA
Oklahoma	NA
Oregon	NA
South Dakota	NA
Utah	\$4,312,029
Total:	\$6,312,029

1.12 TERM OF MASTER AGREEMENT

The master agreement resulting from this RFP will be for a period of five (5) years.

The State of Utah reserves the right to review master agreement(s) on a regular basis regarding contractor performance, market conditions, and cost analysis and may negotiate price and service elements during the term of the contract.

1.13 PRICING STRUCTURE

Pricing for the WSCA-NASPO Master Agreements shall be based on the following:

Goods: A percentage discount(s) off the OEM's MSRP or distributor price list shall be offered on the cost schedule for each or any category of goods identified in the scope of work and reflected in the cost schedule for F.O.B Destination, freight prepaid and F.O.B. Origin, freight collect. The percentage discount(s) offered shall remain firm for the duration of the WSCA-NASPO master agreements. All product ordered from the master agreement shall be delivered as designated on the purchase order. Contracted suppliers may, at their discretion and at their sole legal obligation, offer deeper discounting to participating entities taking into consideration project size, type, or other considerations.

Installation Services: Pricing shall be negotiated with Participating States during the participating addendum process. Installation fees shall have a cap as described below. The cap is based on the total purchase order amount.

Purchase Order Total/Type	% Cap
Purchase Orders Over \$2,500	10%
Outdoor Furniture Installation	20%
Fixed Seating Installation	20%

1.14 PRICE GUARANTEE PERIOD

Price Guarantee Period: The OEM's MSRP or distributor price list shall remain in effect for at least one (1) year from the date the WSCA-NASPO master agreement goes into effect.

1.15 PRICE ESCALATION

Products: The OEM or distributor may update the pricing on their price list one time every 12 months after the first year of the original contract term. The WSCA-NASPO master agreement administrator will review a documented request for a price list adjustment only after the price guarantee period as defined in section 1.14 of this RFP. The requested increase shall be based upon a documented cost increase to the OEM or distributor that is directly correlated to the price of the products on the OEM's or distributor's price list that are covered under the master agreement. The price adjustment shall not produce a higher profit margin than the original contract, and shall be accompanied by sufficient documentation and nationwide notice of price adjustment to the published price list.

The WSCA master agreement administrator shall determine whether the requested price increase or an alternate option is in the best interest of the participating entities. The price increase request must be made at least 45 days prior to the effective date, and shall not go into effect until a master agreement amendment has been fully executed. Any approved price adjustments will carry a price guarantee period of 12 months and be effective on the date of the master agreement amendment.

No retroactive price adjustments will be allowed for price adjustments.

Installation Services: Price escalation policy for installation services will be negotiated during the participating addendum process with the participating entity. Price adjustments for installation services shall be directed to the participating entity representative according to the participating addendum escalation policy.

1.16 PRICE REDUCTIONS

In the event of a price decrease in any category of product at any time during the master agreement the WSCA-NASPO master agreement administrator shall be notified immediately. All price reductions shall be effective upon the notification provided to the WSCA-NASPO master agreement administrator.

1.17 USAGE REPORTING REQUIREMENTS AND ADMINISTRATIVE FEES

To be eligible for award, the Offeror agrees to pay a WSCA-NASPO Administrative Fee as specified in Section 26 of the WSCA-NASPO Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 27 of the WSCA-NASPO Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports (This information must be kept current during the contract period). Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 (sixty) days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. 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 shall 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 WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. 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 they are participating under the authority of (state and agency, city, county, school district, etc.) 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

d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO 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.

1.18 STANDARD CONTRACT TERMS AND CONDITIONS

Any master agreement resulting from this RFP will include, but will not be limited to, the WSCA-NASPO standard master agreement terms and conditions, the State of Utah additional terms and conditions (Appendix A) and any additional terms and conditions specific to WSCA-NASPO participating addendums for participating entities.

Exceptions and or additions to the terms and conditions are strongly discouraged.

Exceptions and additions to the standard terms and conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered. Website URLs, or information on website URLs must not be requested in the RFP document and must not be submitted with a proposal. URLs provided with a proposal may result in that proposal being rejected as non-responsive. URLs are also prohibited from any language included in the final contract document.

The State retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the State, negotiations could result in excessive costs to the state, or could adversely impact existing time constraints.

In a multiple award, the State reserves the right to negotiate exceptions to terms and conditions based on the offeror with the least to the most exceptions taken. Master

agreements may become effective as negotiations are completed.

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

1.19 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense. Some clarification communication may be conducted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal that do not permit proposal revisions.

1.20 PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

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

* * * * *
- (6) *records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ...*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

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

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. **Pricing and service elements may not be protected.** The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

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

An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.

To ensure the information is protected, you must include all protected information in a separate document titled Section 7 Protected Information with the proposal response. Any protected information incorporated in other sections of the proposal response may result in release of data at no fault of the State of Utah. A reference to protected information in the appropriate sections will allow the evaluator to access the protected information in Section 7. Section 7 Protected Information should be formatted in headings and subheadings that are congruent with the RFP document so that evaluators can easily, accurately, and efficiently find the appropriate information when evaluating proposals.

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

1.21 FREIGHT TERMS

The contracted supplier(s) shall offer to ship products F.O.B. Destination; freight prepaid or allow the purchasing entity to make freight arrangements F.O.B. Origin, freight collect. The purchasing entity shall determine which method of freight terms apply and is required to note the method on the purchase order.

Responsibility for Freight Cost and Transit Risk:

F.O.B Destination, freight prepaid

- Seller – Pays freight charges
- Seller – Bears freight charges and selects carrier
- Seller – Owns goods in transit
- Seller – Files claims (if any)

All freight costs for shipments to the closest west coast shipping port for Alaska and Hawaii must be included in the product price or incorporated into the discount offered for FOB Destination, freight prepaid in response to this RFP. Alaska and Hawaii will negotiate freight rates from the closest west coast shipping port during the Participating addendum process. Under no circumstances will the contracted supplier(s) increase their profit margin through shipping charges to Hawaii or Alaska. The contracted supplier is responsible for filing and expediting all freight claims with carriers. The contracted supplier shall pay title and risk loss or damage charges.

F.O.B. Origin, freight collect

Buyer – Pays freight charges
Buyer – Bears freight charges and selects carrier
Buyer – Owns goods in transit
Buyer – Files claims (if any)

1.22 PROPOSAL OFFER FIRM

Responses to this RFP, including proposed discounts offered will be considered firm for one hundred and twenty (120) days after the proposal due date. By signature (electronic or otherwise) and submission of a proposal, the person signing verifies that they are authorized to submit the proposal and bind the firm to provide the products/services in the proposal and potential master agreement.

1.23 CANCELLATION OF PROCUREMENT

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the State of Utah, Division of Purchasing and General Services and/or WSCA-NASPO determines such action to be in the best interest of the State of Utah and/or WSCA-NASPO.

1.24 RIGHT TO ACCEPT ALL OR PORTION

It is our intent to accept the entire line of furniture in the product category (included in the scope of this solicitation) from the awarded supplier(s), however we reserve the right to accept all or a portion of an offerors' 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 WSCA-NASPO. The Lead State may otherwise determine at their sole discretion that such restriction is non-responsive and renders the offeror ineligible for further evaluation.

1.25 PRODUCT LINE ADDITIONS AND UPDATES

During the term of the contract, contracted supplier's may submit a request to update the awarded product line (within the scope) as products are introduced or removed from the market. The master agreement administrator will evaluate requests and update the contract offering via written amendment as appropriate. The contracted supplier shall update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure as was used for products falling into the same product category.

1.26 RIGHT TO PUBLISH

Throughout the duration of this procurement process and master agreement term, offerors, distributors, and OEM's and/or their authorized dealers must secure from the WSCA master agreement administrator prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the master agreement. The offeror, distributor, OEM and/or its authorized dealer shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this master agreement without prior written consent of the WSCA-NASPO master agreement administrator. Failure to adhere to this requirement may result in disqualification of the offerors proposal or termination of the master agreement for cause.

1.27 CHANGES IN REPRESENTATIONS

The contracted supplier must notify the WSCA-NASPO master agreement administrator of changes in the contracted supplier's key administrative personnel, in advance and in writing and upon approval by the WSCA/NASPO master agreement administrator. The WSCA-NASPO master agreement administrator reserves the right to require a change in contracted supplier(s) representatives if the assigned representative(s) is not, in the opinion of the WSCA-NASPO master agreement administrator, meeting the terms and conditions of the contract.

1.28 NEW RELEASES

News releases or other public disclosure of information pertaining to this RFP or the statewide contracts may not be published without the prior written permission of the State of Utah.

1.29 STATE SEAL USE

The Utah [Great Seal Rule](#) states, in section R622-2-3.Custody and Use, that "no facsimile or reproduction of the Great Seal may be manufactured, used, displayed, or otherwise employed by anyone without the written approval of the Lieutenant Governor."

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

1.30 RIGHT TO WAIVE

The State of Utah reserves the right to waive any informality or technicality in any proposal.

1.31 GLOSSARY

ANSI: A source for standards and conformity assessments by the American National Standards Institute. See www.ansi.org for more information.

ANSI/BIFMA: Safety and performance standards developed by The Business and Institutional Furniture Manufacturers Association (BIFMA) engineering committee. See www.bifma.org for more information.

ASTM: American Society for Testing and Material that develops international standards for materials, products, systems and services used in construction, manufacturing and transportation. See www.astm.org for more information.

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

Authorized Dealer: A qualified firm that has been designated by the OEM or Distributor as authorized to sell products and perform services under the resulting Master Agreement(s).

Bid Sync: The electronic procurement website utilized for this solicitation located at www.bidsync.com.

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

California Technical Bulletin 117: Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Resilient Filling Materials Used in Upholstered Furniture, March 2000 edition, also known as TB 117 or CAL 117. See <http://www.bhfti.ca.gov/industry/117.pdf> for more information.

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

Contracted Supplier: An original equipment manufacturer of education furniture, or a distributor, or authorized representative that has been awarded a master agreement as a result of this procurement.

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

KD: Knocked down furniture that requires assembly after delivery.

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

Lead State: The lead State is the State, with its representative, that has been chosen by WSCA-NASPO to provide leadership and conduct the procurement according to their States' procurement code and policies.

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.

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

MSRP: Manufacturer's Suggested Retail Price list.

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

OEM: Original Equipment Manufacturer of Office Furniture.

Offeror: A firm that submits a proposal.

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

Participating Addendum: A Participating Addendum must be executed by any State that decides to adopt a WSCA contract.

A Participating Addendum shall be executed for each contractor by the individual State desiring to use their contract.

Additional States may be added with the consent of the contractor and the Lead State (on behalf of WSCA/NASPO) through execution of Participating Addendums.

A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their State.

The Participating State and the Contractor shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.

States are not mandated to sign a Participating Addendum with all awarded vendors.

Participating Entity: A State that has indicated intent to participate in the solicitation process, or after award, a State that has executed a participating addendum.

Participating State: For the purposes of this procurement participating States are listed in Section 1.11.

Procurement Manager: The lead State's dedicated point of contact responsible for carrying out the procurement process in conjunction with the designated sourcing team and WSCA-NASPO coordinator.

Purchasing Entity: Any end-user in a participating State that is eligible to use the Master Agreement(s) through the participating addendum, including but not limited to State Agencies, Counties, Cities, Education, and other entities.

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

Sourcing Team: The group of procurement professionals representing various State's that have been chosen by WSCA-NASPO to provide guidance and assistance in the procurement process and evaluation of offers.

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

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

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

WSCA/NASPO: WSCA/NASPO Cooperative Purchasing Organization LLC. See www.wsca.info for more information.

SECTION 2: MANDATORY MINIMUM REQUIREMENTS

2.1 GENERAL INFORMATION

This section contains mandatory minimum requirements that must be met in order for your proposal to be considered for the evaluation phase of this RFP. All of the items described in this section are non-negotiable. All offerors express their willingness and ability to satisfy these requirements by submitting an offer for consideration. Each offeror must submit the information requested in this Section. By submitting a proposal your firm is confirming that it is willing, able, and capable of complying with all Section 2 requirements. Please refer to the proposal checklist in Section 6.

2.2 PRODUCT OFFERING

All products offered must be new. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable. Each product purchased by a participating entity must have a unique identification number in an inconspicuous place for ease of warranty claims.

2.3 DEDICATED WEBSITE

The Contracted Supplier(s) must maintain a contract website for each participating entity. The purpose of this website is to inform end users of the individual State programs under any subsequent participating addendum. Such contract websites shall, at a minimum, contain:

- a. Product offerings and options, limited to the products approved by each participating entity through their participating addendum, this includes, but is not limited to product literature, specifications, photo(s), model number, fabric/finish options, size, pricing and access instructions for each product.
- b. A detailed contact list including direct contact name, address, and phone number of authorized dealers within the participating State's that are authorized to service the contract.
- c. The contracted supplier and/or its authorized dealer must make the website available within 90 days after signing a participating addendum.

2.4 WARRANTY

The Contracted Supplier must meet the minimum warranty requirement stated in Section 4 mandatory requirements for each product category offered. The education furniture and other products offered in response to this RFP must be appropriate for a school setting environment with high traffic and high abuse and heavy use. Normal wear and tear is different than that of an office environment.

- a. Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, travel, and installation) throughout the warranty period. Parts and components include any component

or part that is installed on the furniture when it is delivered to the site. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to by the participating entity. This process is to ensure sufficient lead-time for ordering warranty parts, components or products during the entire warranty period.

- b. Submit a copy of the manufacturer's standard warranty for each product category.

2.5 GEOGRAPHIC COVERAGE AND CURRENT CONTRACTS

Your company shall provide one or more of the product categories and services listed in Section 1.1 to a minimum of five (5) eligible States. Eligible States consist of the 50 States and the District of Columbia. An offeror responding to this RFP must cover all States that they currently service. Offerors must complete submit 'TO14000 Geographic Coverage and Contracts' with the following information:

- a. A listing of your firm's current State and local government contracts (not GSA) in the United States for the provision of Education Furniture must be provided.
- b. A completed Geographic Coverage List.

2.6 INSURANCE REQUIREMENT

This pertains to the State of Utah insurance requirements. Other Participating States may identify different insurance requirements during the participating addendum process.

The Contracted Supplier's or its authorized dealers who perform installation services or subcontract for installation services shall procure and maintain insurance which shall protect the Contracted Supplier and/or authorized dealer and The State and/or purchasing entity (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Contracted Supplier's authorized dealer or representative shall procure and maintain the insurance policies described below at their own expense and shall furnish to the procurement manager, upon award, an insurance certificate listing the participating State(s) as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the authorized dealer to include contractual liability coverage applicable to this Master Agreement. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements) and an acknowledgment of notice of cancellation to the participating States.

Authorized dealer is required to maintain the following insurance coverage's during the term of the WSCA Master Agreement:

- 1) Statutory Workers' Compensation Insurance and Employers' Liability Insurance providing benefits and not less than one million dollars (\$1,000,000). The Best's rating requirements are waived for coverage provided by the Workers' Compensation Fund. The Contractor shall require all Subcontractors at any tier to take and maintain similar policies of Workers' Compensation Insurance.
- 2) Commercial General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this Contract), and personal injury, including employees with limits of not less than one million dollars (\$1,000,000) each occurrence, and not less than three million dollars (\$3,000,000) general aggregate and three million dollars (\$3,000,000) products/completed operations aggregate. Aggregate limit shall be designated as applying to this Contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar 'tail' provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this Contract are covered.
- 3) Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles with limits not less than one million dollars (\$1,000,000) any one accident or loss.

Within 30 days of contract award, the Contracted Supplier and/or Authorized Dealer must submit proof of certificate of insurance that meets the above requirements or the Participating States requirements.

2.7 DELIVERY

Unless otherwise noted on a purchase order the Contracted Supplier and/or Authorized Dealer offering furniture products must comply with the following delivery requirements. The Contracted Supplier or its Authorized Dealer must be able to offer the following delivery methods. Pricing and fees for additional services, such as Inside Delivery, Liftgate Service, and Installation guidelines and terms will be negotiated during the Participating Addendum process. Installation services shall be capped at 5% of total purchase order. Delivery type and any associated fees must be included on the bid and on the purchase order. Delivery instructions will be specified on the purchase order by the purchasing entity. Firms responding with an offer for non-furniture

products only are not required to offer installation services.

Delivery Methods:

Drop Ship – Products will be delivered by a common carrier to a dock, a tailgate, or a position immediately adjacent to the delivery vehicle via FOB Destination or FOB Origin as selected by the purchasing entity. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

Inside Delivery – Products will be delivered by the Authorized Dealer or a carrier inside a building location as designated on a purchase order. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in the truck. No assembly is required by the Authorized Dealer. Additional freight charges apply and will be provided on the quote and on the invoice. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in his truck. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

Liftgate Service – Products will be delivered to a receiving address that does not have a loading dock. Manual unloading is necessary and a liftgate truck that can raise and lower a shipment from the truck to the ground will be required. Additional freight charges apply and a rate will be negotiated during the Participating Addendum process. When the shipping or receiving address does not have a loading dock, manual loading or unloading is necessary. A liftgate is a platform at the back of certain trucks that can raise and lower a shipment from the ground to the truck. This is usually needed when there is an oversize dimension or when the weight of the shipment is 120 lbs. or greater and there is no loading dock or forklift. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

Installation/Full Service – Products will be delivered, unloaded, and assembled according to a design plan and to a move-in ready condition incorporating all Installation of Product Mandatory Requirements Section 2.12. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the installation instructions and fees.

- a. Delivery of goods shall be made to any location specified on the purchase order. These locations may include, but are not limited to, standard education buildings, high-rise buildings, receiving docks, and staging areas. Purchasing entities reserve the right to combine purchase order totals to calculate the volume discount.
- b. It shall be the responsibility of the Contracted Supplier or its Authorized Dealer to offer the services required to deliver, unload, uncrate, and assemble items

- ordered from any product category offered.
- c. The Contracted Supplier or its Authorized Dealer is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpster and trash receptacles that belong to the purchasing entity for the participating State shall not be used.
 - d. Under no circumstances will Purchasing Entity personnel assist with unloading product.
 - e. The Purchasing Entities may elect to accept partial deliveries, however, payment will not be made until products have been received and accepted for the partial delivery.
 - f. The Contracted Supplier or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order.
 - g. Emergency or rush deliveries requested by the Purchasing Entity that require special shipping and handling charges may be at the Purchasing Entity's expense, but only with prior written approval from the Purchasing Entity. Emergency or rush shipping charges shall be added to an invoice as a separate line item.
 - h. In the event emergency or rush delivery is required as the result of an OEM or Authorized Dealer's error; all shipping and handling charges shall be paid by the Contracted Supplier including all charges for shipping and handling to Alaska and Hawaii.
 - i. 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 shall remain the obligation of the Contracted Supplier or Authorized Dealer. Unless otherwise stated in the participating addendum or project agreement, if delivery is delayed more than ten (10) calendar days beyond the delivery terms, the manufacturer must provide temporary furniture, or the purchasing entity may impose a penalty equal to 3% of total project cost per week (Monday through Friday business week) for every week the delivery is delayed, assessed on the first day of each week. This penalty may be imposed at the discretion of the purchasing entity, but does not preclude the Purchasing Entity from compensation from the Contracted Supplier or Authorized Dealer for other expenses or penalties caused by the late delivery.

2.8 DAMAGE AND/OR INCORRECT PRODUCT

- a. Damaged or Incorrect Product shall be reported to the Contracted Supplier or their Authorized Dealer by the Purchasing Entity within 45-day time frame, or as noted on the purchase order, after the damage is noticed.
- b. The Contracted Supplier or their Authorized Dealer is responsible for pick-up and repair or replacement of all damaged goods within a 45-day time frame, or as noted on the purchase order, acceptable to the Purchasing Entity.
- c. The Contracted Supplier or their Authorized Dealer shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Purchasing Entity.

- d. For F.O.B Destination, freight prepaid shipments, the Contracted Supplier or their Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner.
- e. The Contracted Supplier or their Authorized Dealer is required to keep the Purchasing Entities informed of the replacement process and delivery date for any and all replacement orders.
- f. The Purchasing Entity will not be charged a re-stock fee for any returns due to a Contacted Supplier error.
- g. In the event that a Purchasing Entity does not accept product due to damages or shipment error as described above, no Purchasing Entity, including Alaska or Hawaii shall pay additional shipping and handling charges for the shipment of replacement products.

2.9 PRODUCT MANUALS

Upon request, an owner's manual shall be supplied for all procured products. Manuals may be available via the Contracted Supplier's website. The manual shall contain complete assembly and disassembly instructions including all necessary parts lists and diagrams, and fabric maintenance and cleaning instructions, and specifications.

2.10 SUPPLIER CONTRACT AND USAGE REPORT ADMINISTRATOR

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

- a. Administrator's resume including contact information and number of years' experience in the education furniture industry.
- b. Confirmation that the OEM Contract Administrator has authority to enforce the scope of work and terms and conditions of the resulting contract.

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

- a. Total contract purchases.
- b. Total contract purchases by product category.
- c. Total contract purchases by State.
- d. Total contract purchases by State by product category.
- e. Report on quality issues if applicable.
- f. New product introductions and market trends.
- g. Website traffic and offerings.
- h. Updates on authorized dealers.
- i. Marketing and other resources available.

The Contracted Supplier shall also provide a Usage Report Administrator responsible

for the quarterly sales reporting described in Section 1.17 Usage Reporting Requirement. The following Information, at a minimum, regarding the Contract Administrator shall be provided:

- a. Usage Report Administrator contact information.

2.11 CUSTOMER SERVICE

- a. The Contracted Supplier or Authorized Dealer must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.
- b. Customer Service Representative(s) must be available by phone or email at a minimum, from 8AM to 5PM on Monday through Friday in their respective time zones.
- c. Customer Service Representative will respond to inquiries within one business day.
- d. The Contracted Supplier or Authorized Dealer must provide design services for the applicable categories.
- e. The Contracted Supplier or authorized dealer must provide Installation Services for the applicable categories.
- f. Purchasing entities shall have the option of ordering through the OEM direct or through the authorized dealer network. The specific process and methods shall be negotiated and clearly described in the participating addendum process.

2.12 INSTALLATION SERVICES

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

- a. The Contracted Supplier or Authorized Dealer shall be fully responsible for the assembly team and the supervision of the team.
- b. The Contracted Supplier or Authorized Dealer is responsible for ordering any missing, damaged, or incorrect items upon discovery.
- c. The Purchasing Entity shall incur no additional charges as a result of the Contracted Supplier or Authorized Dealer's error.
- d. The Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contracted Supplier is not able to properly clean and ready the site for occupation by the designated move in date.
- e. The cost of additional cleaning shall be fully reimbursed by the Contracted Supplier or Authorized Dealer.
- f. The Contracted Supplier or Authorized Dealer must offer Design Services as described in Section 3.13.

- g. The Contracted Supplier or Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist that will be approved and signed by the Purchasing Entity's project manager.
- h. A punch list written by the Contracted Supplier and the Purchasing Entity shall be created consisting of a listing of any missing, incorrect, or damaged items approved and signed by the purchasing entity after issues are resolved.
- i. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and shall include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required for the work stations to be in move-in condition.
- j. The Contracted Supplier or Authorized Dealer shall be fully responsible for the assembly of installed product. Installed product must be fully assembled and ready for use the agreed upon timeframe of the Purchasing Entity.
- k. The Contracted Supplier or Authorized Dealer must place all desk, tables, filing, metal storage and wooden case-goods in the location designated by the Design Plan or Purchasing Entity.
- l. Installation crews are responsible for all of their own tools, supplies, and equipment and assume all risk and/or loss. The purchasing entity is not responsible for tools left at the job site.
- m. Refer to Section 2.7 Delivery for additional Installation Requirements.

2.13 DESIGN SERVICES

Contracted Supplier shall provide to all purchasing entities, through their Authorized Dealer network, Representative, or a contracted supplier, all design services at no additional charge.

- a. Fabric, paint, and finishes shall be available electronically and incorporated in detailed drawings to aid in the selection process. The accuracy of all facility dimensions, obstructions, and attributes shall be the responsibility of the Contracted Supplier for each Participating Entity.
- b. The Contracted Supplier shall be responsible for all field verifications and any overages or shortages or all other ordering errors resulting from orders based on the design work completed by or on behalf of the Contracted Supplier. Approval of design work by the Purchasing Entity does not constitute responsibility for the Contracted Suppliers' design or ordering process.
- c. If the Contracted Supplier for each Participating Entity is found to have designed and specified a new furniture installation which does not fit properly due to inaccurate floor plans, it shall be the Contracted Supplier for the Participating Entity's responsibility (financially and logistically) to resolve the matter to the Purchasing Entity's satisfaction. No payment shall be made until the issue is fully resolved and approved by the Purchasing Entity's project manager for any Participating Entity.
- d. The Contracted Supplier for each Participating Entity shall provide an installation plan showing in detail, the position of all new furniture products, wall heights,

colors, types of panels, voice/data outlets, and electrical tie-ins (whips/hardwire/plug-in). The Purchasing Entity's project manager for any Participating Entity shall approve, in writing, the final plan.

- e. The Contracted Supplier shall be responsible for all plans and their review for correct product application and stability. The Contracted Supplier is responsible for notification to the Purchasing Entity's project manager immediately of any deviations or inconsistencies with product capabilities, including unusual assembly requirements.
- f. The Contracted Supplier is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at assembly time, the Contracted Supplier is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.

SECTION 3: MANUFACTURER/DISTRIBUTOR EVALUATED QUALIFICATIONS

3.1 GENERAL INFORMATION

Your proposal will be evaluated on the following items. All offerors shall provide a document titled 'TO14000 Firm Name Section 3' with each section listed below that best describes in detail how your organization has the ability to provide the following criteria. Do not submit a full catalog or generic preprinted information. Submit clear and concise information specific to the characteristics listed below. A specific point-by-point response, in the order listed and using the same Section category and subcategory letters, to each requirement and request for information in the RFP. Please refer to the proposal checklist located in Section 6.

3.2 WEBSITE

- a. Describe in detail the features, benefits and capabilities the website offers, and submit a document or link that illustrates the website features.
- b. To what extent does your website go over and above Section 2.3 Website requirements to provide detailed information on product offering, color and fabric options, pricing, and product compatibility?

Offeror Response: For a-b above, the offeror must provide a single document that is no more than two pages long or a link. This two page document will be evaluated against the requirements of a-b above.

3.3 CUSTOMER SERVICE

- a. Describe in detail how the firm proposes to provide satisfactory product representation and sales support to participating entities and how will the participating entity be notified of changes to the representative contact information.
- b. To what extent are your firm's service centers open beyond the minimums described in section 2.11?
- c. Describe the ordering options available including OEM direct, authorized dealer network, and website ordering.
- d. Describe in detail the process that your firm utilizes to track and respond to issues and concerns from both your Authorized Dealers and the purchasing entity.
- e. Describe your return and restocking policy and procedure when the purchasing entity orders in error.
- f. Describe what your firm would offer in the event of a natural disaster or other emergency event that would cause a facility to be unusable, and therefore a participating entity to require an emergency furniture replacement. An example would be a tornado that destroyed one or more schools in which the participating entity would need to acquire temporary classrooms and administration offices.

Offeror Response: For a-e above, the offeror must provide a single document that is no more than two pages

long. This two page document will be evaluated against the requirements of **a-e above**.

3.4 FIRM

- a. Provide a brief history of your firm including the following:
 1. Number of years manufacturing and/or marketing the education furniture product categories being offered in response to this RFP.
 2. Number of separate product lines available in each product category.
- b. Describe specifically what makes your firm a stable long term partner for WSCA-NASPO and participating entities.
- c. Describe specifically what information your firm's contract administrator would provide (above and beyond required information) at annual meetings with an entity that has executed a participating addendum.
- d. Describe specifically what information your firm's contract administrator would provide (above and beyond required information) at annual contract evaluation meetings with the master agreement administrator.
- e. Describe how you plan to implement the contract including having a single point of contact to perform and manage all aspects of this contract.
- f. Describe in detail your firm's escalation management plan including contact information.
- g. Describe your firms environmental sustainability programs including measurements that are employed and how they are reported, product lines that are certified compliant with ANSI/BIFMA e3 2012 Furniture Sustainability Standard at level 1 or higher, and third party certification programs and level of achievement.
- h. Describe any additional benefits, features, or services that have not already been described that your firm or authorized dealers offer that you would like considered in your firm's evaluation.

Offeror Response: For **a-h above**, the offeror must provide a single document that is no more than three pages long. This three page document will be evaluated against the requirements of **a-h above**. For item g above, provide a copy of the one page resume for the single point of contact.

3.5 AUTHORIZED DEALER/REPRESENTATION RELATIONSHIPS

- a. Briefly describe what your firm requires from potential dealers/representatives to become an Authorized Dealer/Representative. Provide an Authorized Dealer/Representative List that includes all Authorized Dealers/Representatives in the United States in a document titled 'Authorized Dealer/Representative List' in excel format. Distributors shall provide a Distributor Representative List that includes all States that would be serviced under this master agreement.
- b. Describe in detail how your firm currently measures an authorized dealers' performance. Distributors shall describe in detail how they measure their representatives' performance.

- c. Describe in detail the process for revoking a dealership from an authorized dealer for issues related to customer service, lack of inventory, poor design or installation service, late deliveries, or other authorized dealer performance related issues. Distributors shall describe in detail how they manage issues related to customer service complaints, poor design or installation service, late deliveries, or other performance related issues.
- d. Describe in detail how your firm will support and assist an authorized dealer in improving their performance and the corrective action process. Distributors shall describe in detail how their corrective action process and performance improvement measures.
- e. Describe in detail the process that your firm uses to track and respond to issues and concerns from your authorized dealers/representatives and from participating entities.

Offeror Response: For a-e above, the offeror must provide a single document that is no more than two pages long. This two page document will be evaluated against the requirements of a-e above.

SECTION 4: PRODUCT QUALIFICATIONS

4.1 GENERAL INFORMATION

Each product category in Section 4 Product Qualifications has a series of mandatory minimum requirement line items and a series of evaluated line items. Each offeror must submit a separate document titled 'TO14000 Firm Name Section 4.X' for each product category response. The document must contain a response to the evaluation criteria as stated below. For example if your firm is responding to both 4.2 General Education Furniture and 4.5 Filing/Storage, then you must submit two separate documents titled 'TO14000 ABC Company 4.2 General Education Furniture' and 'TO14000 ABC Company 4.5 Filing/Storage' according to instructions contained in this RFP document. Each document submitted in response to Section 4 must be in Word format, 12 point Arial font. A separate Cost Schedule document is required as well. Instructions for the associated Cost Schedule requirement can be found in Section 5 Cost Schedule and on TO14000 Cost Schedule. Additionally, each offeror must submit Market Basket Quality Standards described in Section 4.

Mandatory Minimum Requirements:

The mandatory minimum requirements have a series of line items that must be met. By submitting a proposal, your firm is confirming compliance to these requirements for the product offered in response to this RFP, and if your firm's product offered in response to this proposal does not meet any of the requirements it will disqualify the product from consideration. A disqualification due to your product or firm not meeting mandatory minimum requirements can occur at any time in the process that the non-compliance is discovered. We reserve the right to request and receive at any time, documentation supporting compliance to any of the requirements.

In addition to mandatory minimum requirements listed for individual product categories, all education furniture products offered in response to this RFP shall meet or exceed applicable test and performance standards prescribed in ANSI/BIFMA most current product safety and performance standards, guidelines, and testing. The master agreement administrator or any participating entity or purchasing entity (end user) may request at any time documentation to support compliance with ANSI/BIFMA standards and/or reserve the right to request second party testing in any of the product categories. For those firms with product that have not yet been ANSI/BIFMA tested, they may submit a request for additional time, up to 6 months after award of contract, to complete the testing certification with ANSI/BIFMA.

Furniture product offered in response to this RFP must be designed to require a practical minimum maintenance, meet all federal, state, and local statutory requirements for structure, fire, and public safety. Furniture products offered in response to this RFP must also be designed and engineered for the comfort and work efficiency and with flexibility to accommodate future needs.

Offerors must offer wheelchair accessibility/ADA compliant options for the applicable product categories in accordance with the American Disabilities Act (Public Law 101-336, Title II).

Furniture with power distribution units offered in response to this RFP must meet all applicable UL Standards, including UL 962A. Offerors must meet the most current version of any and all standards required in this document.

Product Evaluation Criteria:

The Evaluation Criteria has a series of line items that must be answered. Each offeror must respond to the evaluated series of line items with an offer in Word format that has Section number and line item letter (subsection) that corresponds to this document. Offerors must furnish all information requested. Failure to respond to all line items may result in disqualification. References to literature submitted with previous proposals, websites, or otherwise will not satisfy this provision.

Offerors may respond to one or more of the product categories. Offerors must respond to all items listed on the product category market basket. Failure to include an offer on all items within the product category market basket will disqualify the offeror's product category from consideration. We have determined that all of the line items in each product category market basket are essential to a comprehensive price comparison of educational furniture and accessories.

Each category has a page limit. Please describe your product offering in a manner that allows evaluators to have a clear understanding of the breadth and depth of products. You may include a link so that evaluators may search for additional more detailed product information regarding your products. The document by itself, however, shall be detailed enough to allow evaluators to have a clear understanding of your product offering types without having to visit the link. The link is provided only to offer more detail should the evaluator need to confirm their understanding of your product offering, not as a full description of your product offering.

Market Basket Quality Standard Features:

Offerors must complete the market basket tab for each product category response. Offerors must submit a standard quality product(s) and a premium quality product(s) for each market basket item as requested. The quality standard features must be provided for each product submitted. Quality standard features shall be one or more of the following attributes and must differentiate the standard quality product from the premium quality product.

Warranty: State the warranty period or type. As an example a standard product may have a 10-year warranty whereas the premium product has a lifetime warranty. You must state another feature when using the warranty as a quality standard feature that further explains the differentiation between products. As an example a standard

product may carry a 5 year warranty, and the premium carries a lifetime warranty AND is made of solid wood. The additional feature will often be the reason that the product carries an enhanced warranty period.

Construction Materials and/or Methods: State the construction materials or methods that differentiate the standard product from the premium product. As an example construction materials for standard product may be .9mm steel whereas the premium product features 1.5mm steel. As an example for construction methods for a standard product may be bolted legs whereas the premium product has welded legs.

Fabrics and Finishes: State the fabric or finish that differentiates the standard product from the premium product. As an example a standard product finish may be laminate whereas a premium product finish is wood veneer.

Features and Benefits: State the feature or benefit that differentiates the standard product from the premium product. As an example the standard product may feature a high pressure laminate top that resists abrasions and heat whereas the premium product features ChemGuard top that resists abrasions, heat, and chemicals.

4.2 GENERAL EDUCATION FURNITURE

Subcategories: Desks, Tables, Seating, Lounge Furniture.

Desks:

A desk is a freestanding unit having a work surface that is supported by legs or pedestals. In some instances; the unit will have drawer(s), doors, or other storage elements and include Combo desks, Multi-student, Open front, Tablet Arm, Lift Lid, ADA, for K-12 and higher education. Teacher workstations and Study carrels are included in this category.

Mandatory Minimum Requirements

Desks shall be designed of material and workmanship to withstand hard daily usage over an extended life. Products must be free of all defects, imperfections, and hazards, which might affect appearance and performance. Desks must be durable with a variety of base/leg, finishes, shape, and size options. All desks offered in response to this category must meet or exceed ANSI/BIFMA X5.5 2008 Desk/Table Products – Tests.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Desks shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. OEM suppliers must provide a finished edge for all exposed ends, junctions, corners or changes in height.
- d. All product shipped must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built.

- e. All desk products offered in response to this procurement must have a minimum of 10 year warranty and comply with the warranty requirements listed in Section 2.4.

Desks Evaluation Criteria

Proposals for desks will be evaluated on the following items.

- a. Describe your free standing desks including types, sizes, number of drawers, types of finishes and materials (i.e. wood, metal), privacy type panels, base and leg/foot options, locking/security, and drawer tracking/glides.
- b. Provide schematics/layout that shows the versatility of your furniture and how it can be used collaboratively to form groups, teams, or instruction and movement.
- c. Provide warranty information specific to desks. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-c above, the offeror must provide a single document that is no more than eight pages long. This eight page document will be evaluated against the requirements of a-c above.

Cost Schedule Market Basket Quality Standards

Combo Desks High School

Standard Quality Standard Feature

Premium Quality Standard Feature

Open Front Desks Book box w/ Hgt. Adj.

Standard Quality Standard Feature

Premium Quality Standard Feature

Tablet Arm Desks 14"Wx13"Dx18"H Seat, Right Arm

Standard Quality Standard Feature

Premium Quality Standard Feature

ADA Compliant Desks 26"-34"H

Standard Quality Standard Feature

Premium Quality Standard Feature

Lift Lid Desks w/ Hgt. Adj.

Standard Quality Standard Feature

Premium Quality Standard Feature

Tables:

A table is a freestanding unit having a work surface that is supported by legs or pedestals for K-12 and higher education. Freestanding tables include Activity tables, Art tables, Ceramic, Collaborative tables, Computer tables, Demonstration, Drafting tables, Flip Top tables, Folding tables, Science tables, Sewing tables, Training tables, Height adjustable, Wood media (library) tables, Fixed Tables, and Table Dollies.

Mandatory Minimum Requirements

Tables shall be designed of material and workmanship to withstand hard daily usage

over an extended life. Products must be free of all defects, imperfections, and hazards, which might affect appearance and performance. Tables must be durable with a variety of base/leg, finishes, shape, and size options. Tables shall be available for a variety of different purposes and environments. Each offeror must respond with wheelchair accessibility/ADA compliant options. All tables offered in response to this category must meet or exceed ANSI/BIFMA X5.5 2008 Desk/Table Products – Tests.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Tables shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. OEM suppliers must provide finished edge for all exposed ends, junctions, corners or changes in height.
- d. All product shipped must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built.
- e. All table products offered in response to this procurement must have a minimum of 10 year warranty and comply with the warranty requirements listed in Section 2.

Tables Evaluation Criteria

Proposals for tables will be evaluated on the following items.

- a. Describe your Activity tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), and bases.
- b. Describe your Science tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), locking/security, storage options, adjustability, and bases.
- c. Describe your Training, Flip Top and Computer tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), bases, mobility, fold ability, storage and transportation options, and cabling options for audio/visual/computer/electrical component equipment.
- d. Describe your Wood (library) media, and collaborative media tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), and bases.
- e. Describe your Art, Ceramic, Drafting, Sewing, Shop, and Demonstration tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), locking/security, storage options, adjustability, and bases.
- f. Describe your Folding tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), bases, fold ability, storage options, and adjustability including dollies.
- g. Provide warranty information specific to tables. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-g above, the offeror must provide a single document that is no more than ten pages long. This ten page document will be evaluated against the requirements of a-g above.

Cost Schedule Market Basket Quality Standards

Activity Tables Round 48" Diameter Adj. Hgt.

Standard Quality Standard Feature

Premium Quality Standard Feature

Activity Tables Trapezoid 24"Wx48"L

Standard Quality Standard Feature

Premium Quality Standard Feature

Computer Tables 28"Wx52"L 40# Capacity

Standard Quality Standard Feature

Premium Quality Standard Feature

Rectangular Folding Tables 30"Wx60"L

Standard Quality Standard Feature

Premium Quality Standard Feature

Rectangular Flip Top Tables 24"Wx60"L

Standard Quality Standard Feature

Premium Quality Standard Feature

Demonstration Tables Mobile 2 Door/3 Drawer

Standard Quality Standard Feature

Premium Quality Standard Feature

Seating:

Seating includes Folding, Stacking, Nesting, Task, Stools and chair dollies for K-12 and higher education environments.

Mandatory Minimum Requirements

Seating must durable with a variety of fabric, finishes, leg, caster, back, and seat options. All seating offered in response to this category must meet ANSI/BIFMS X6.1-2012 Educational Seating - Testing.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Seating shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. Polyurethane foams, as applicable, shall have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam. Minimum IFD Softness value is 28-32 medium.
- d. All product shipped must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built.
- e. All seating products offered in response to this procurement must have a minimum of 10 year warranty, 5 year warranty on fabric, and comply with the warranty requirements listed in Section 2.

Seating Evaluation Criteria

Proposals for seating will be evaluated on the following items.

- a. Describe your task seating options including fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type), ergonomic, full adjustability including tilt, height, pneumatic, seat and swivel, multiple styles of casters to include carpet and non-carpet, minimum five star base, armrests to be height and width adjustable and easily removed.
- b. Describe your Chair Dollies, Folding, Nesting, Stools, and Stacking seating options including seat and back options/materials/construction, leg and base options, sizes, weight capacity, and accessory options.
- c. Provide warranty information specific to seating. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-c above, the offeror must provide a single document that is no more than twelve pages long. This twelve page document will be evaluated against the requirements of a-c above.

Cost Schedule Market Basket Quality Standards

Folding Seating Plastic w/ Contoured Seat/Back

Standard Quality Standard Feature

Premium Quality Standard Feature

Stacking Seating 18"

Standard Quality Standard Feature

Premium Quality Standard Feature

Nesting Upholstered Seating 21"x33"

Standard Quality Standard Feature

Premium Quality Standard Feature

Task Seating Padded Seat w/ Casters

Standard Quality Standard Feature

Premium Quality Standard Feature

Stools 18" Base Backless Adj. Hgt. Casters

Standard Quality Standard Feature

Premium Quality Standard Feature

Lounge Tables and Seating:

Seating designed to accommodate student's social activities as well as academic work and utilization of technology (laptops, smartphones, tablets, and other electronic devices) and teacher lounge seating.

Mandatory Minimum Requirements

Lounge seating and tables shall be designed of material and workmanship to withstand hard daily usage over an extended life. Products must be free of all defects, imperfections, and hazards which might affect appearance and performance. Tables

must be durable with a variety of base/leg, finishes, shape, and size and height options. Seating shall be stain resistant, durable, and easy to clean and available for a variety of different environments (media center, office lobby, teacher lounge). All lounge seating offered in response to this category must meet or exceed ANSI/BIFMA X5.4 2005 Lounge Seating – Tests.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Seating shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. Polyurethane foams shall have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam. Minimum IFD Softness value is 28-32 medium.
- d. All product shipped must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built.
- e. Manufacturer's name plate be in an inconspicuous place and shall obvious on any item of furnishings.
- f. All upholstered furniture must, at a minimum, be certified under the standards of California Technical Bulletin 117 (CAL 117) for all fully sprinklered buildings. Furthermore, contract users must have available the option to purchase upholstered furniture that meets the more stringent standards of California Technical Bulletin 133 (CAL 133) for non-sprinklered buildings & CAL-117 Flammability Requirements at a minimum.
- g. In addition, all submissions must comply with the following, as applicable: ASTM-E-Latest Edition for surface burning characteristics, Underwriter's Laboratory (UL) approval for all electrical components, NEMA-Class-LD3 - high pressure directive laminates, National Fire Protection Association (NFPA) Life Safety, ASTM D 3574 – Method of Testing Flexible Cellular Materials: Slab, Bonded and Molded Urethane Foams, ASTM D 3770 – Standard Specification for Flexible Cellular Materials: High-Resistance Polyurethane Foams and ASTM D 4157 – Method of Abrasion Resistance of Textile Fabrics (Oscillatory Cylinder Method).
- h. Offerors or contracted suppliers are required to make available, when requested, certified test results from a nationally recognized testing facility for the representative model chair in the series offered. Manufacturers who are self-certified and comply with ANSI Z34.2 "Self Certification by Producer or Supplier" must also make their test results available when requested.
- i. All lounge seating and table products offered in response to this procurement must have a minimum of 10-year warranty, 5-year warranty on fabric, and comply with the warranty requirements listed in Section 2.

Lounge Seating and Tables Evaluation Criteria

Proposals for lounge furniture will be evaluated on the following items.

- a. Describe your multi-seat reception/lounge seating options including fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type), ergonomic, multiple styles, sizes

- (multiple seat furniture, i.e. couches), type of casters, bases, and armrest options.
- b. Describe your single-seat reception/lounge seating options including fabric grades, standard and up charge categories, soil and fade resistance, recycled content fabric (include recycled content type), ergonomic, multiple styles, sizes (single seat furniture, club chairs, lounge chairs with and without arms, stools, benches, upholstered ottomans, etc.), type of casters, bases, and armrest & tablet arm options.
 - c. Describe your lounge tables and side tables including sizes (height/width/depth), types of finishes and materials (i.e. wood, metal), and bases.
 - d. Provide warranty information specific to lounge seating and tables. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-d above, the offeror must provide a single document that is no more than five pages long. This five page document will be evaluated against the requirements of a-c above.

Cost Schedule Market Basket Quality Standards

Multi-Seat (3 seat) Lounge Seating
 Standard Quality Standard Feature
 Premium Quality Standard Feature
 Lounge Chair
 Standard Quality Standard Feature
 Premium Quality Standard Feature
 Lounge Table 20x48
 Standard Quality Standard Feature
 Premium Quality Standard Feature

4.3 FILING, STORAGE AND ACCESSORIES

Subcategories: Storage, Carts, and Lockers.

Storage:

Storage and Accessories includes trophy and display cases, caddies, shelving (laminated, wood, metal), bookcases (wood, metal, laminated), chemical/flammable storage, blueprint storage, music/instrument storage, mobile cabinets, and cabinets with locks. All products offered in response to this product category must meet or exceed ANSI/BIFMA X55.9 – 2012 Storage Units – Test.

Mandatory Minimum Requirements

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Storage units shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- c. All storage and accessories products offered in response to this RFP must have a minimum 5 year warranty and comply with the warranty requirements listed in Section 2.

Storage and Accessories Evaluation Criteria

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

- a. Describe your trophy and display cases including sizes (height, depth, width), styles (floor display, tower display, wall mount), and finishes (metal, wood, laminate) available.
- b. Describe your caddies, shelving, and bookcases including sizes (height, depth, width, number of shelves), styles, features, and finishes.
- c. Describe your chemical/flammable storage, blueprint storage, music/instrument storage, mobile storage, workbenches, and cabinets including sizes, types, styles, finishes, features.
- d. Provide warranty information specific to storage and accessories. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-d above, the offeror must provide a single document that is no more than twelve pages long. This twelve page document will be evaluated against the requirements of a-d above.

Cost Schedule Market Basket Quality Standards

Display Cases Large

Standard Quality Standard Feature

Premium Quality Standard Feature

Display Cases Medium

Standard Quality Standard Feature

Premium Quality Standard Feature

Caddies

Standard Quality Standard Feature

Premium Quality Standard Feature

Bookcases Large

Standard Quality Standard Feature

Premium Quality Standard Feature

Bookcases Medium

Standard Quality Standard Feature

Premium Quality Standard Feature

Music/Instrument Storage

Standard Quality Standard Feature

Premium Quality Standard Feature

Cabinets w/ Locks

Standard Quality Standard Feature

Premium Quality Standard Feature

Flat File Cabinet (Blueprint)
 Standard Quality Standard Feature
 Premium Quality Standard Feature

Carts:

A cart is used for a variety of purposes and includes Storage, Lecterns, Podiums Utility, Book Trucks, Platform, AV, Flat Panel, Presentation, Science, Syncing/Charging, Laptop, Antimicrobial, Specialty (Geology/Microscopes), Mobile Lab Units, Music Storage/Instruments. All carts offered in response to this category must meet or exceed ANSI/BIFMA X5.9 2012 Storage Units – Tests.

Mandatory Minimum Requirements

Carts shall be designed of material and workmanship to withstand hard daily usage over an extended life. Products must be free of all defects, imperfections, and hazards which might affect appearance and performance. Carts must be durable with a variety of base/leg, finishes, shape, and size options. Carts shall be available for a variety of different purposes and environments.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Carts shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. OEM suppliers must provide standard trim for all exposed ends, junctions, corners or changes in height.
- d. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
- e. All device management carts with must be tested and certified to UL 60950-1 and UL 1667 standards and meet any and all FCC, State and Local requirements.
- f. All device management carts must be universal design to accommodate different technology types (ie all brands of TV's, computers, tablets, and touch devices).
- g. All device management carts must be easy set-up with clean and neat cable management.
- h. All cart products offered in response to this procurement must have a minimum of 5 year warranty, 2 year for power modules, 1 year for electrical components, and comply with the warranty requirements listed in Section 2.

Carts Evaluation Criteria

Proposals for carts will be evaluated on the following items.

- a. Describe your Music/Instrument Storage, General Storage, Book Trucks, and Utility Carts including sizes (height/width/depth), weight and/or capacity, types of features, finishes and materials (i.e. plastic, metal), locking/security, mobility, storage options, adjustability, and legs/bases.
- b. Describe your Device Management Carts including Presentation, Computer, Syncing/Charging, AV, Flat panel, and Laptop Carts including sizes

(height/width/depth), weight and/or device capacity, types of features, finishes and materials (i.e. plastic, metal), cabling and syncing/charging options for audio/visual/computer/electrical component equipment, power system, locking/security, storage options, adjustability, and legs/bases/wheel. Include a description and cost of any additional required components, including but not limited to, cables and accessory kits. Include a list of compatible devices (including device generation or type). Include charging and syncing capabilities and capacities and expected syncing and charging times.

- c. Describe your Specialty (geology/microscope), Science, Music/Folio, Antimicrobial, Mobile Lab Units including sizes (height/width/depth), types of features, finishes and materials (i.e. wood, metal), bases, mobility, fold ability, storage and transportation options, and cabling options for audio/visual/computer/electrical component equipment.
- d. Describe your lecterns and podiums including sizes (height, depth, width), styles, and features, and finishes available.
- e. Describe your accessories.
- f. Provide warranty information specific to carts. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-g above, the offeror must provide a single document that is no more than fifteen pages long. This fifteen page document will be evaluated against the requirements of a-g above.

Cost Schedule Market Basket Quality Standards

Large Multimedia Cart

Standard Quality Standard Feature

Premium Quality Standard Feature

Presentation Carts

Standard Quality Standard Feature

Premium Quality Standard Feature

AV Carts

Standard Quality Standard Feature

Premium Quality Standard Feature

Music/Folio Storage

Standard Quality Standard Feature

Premium Quality Standard Feature

Tablet/iPad Charging Carts

Standard Quality Standard Feature

Premium Quality Standard Feature

Stringed Instrument Storage Carts

Standard Quality Standard Feature

Premium Quality Standard Feature

Utility Carts

Standard Quality Standard Feature

Premium Quality Standard Feature
 Mobile Lab Carts
 Standard Quality Standard Feature
 Premium Quality Standard Feature
 Book Trucks
 Standard Quality Standard Feature
 Premium Quality Standard Feature

Lockers and Accessories:

Lockers include Metal, Plastic, Wood Lockers and Storage Cubby's for school, gym, and classroom environments in a variety of sizes and styles for K-12 and higher education. Accessories may include locks and locker room benches.

Mandatory Minimum Requirements

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Storage units shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
- d. All lockers and accessories products offered in response to this procurement must have a minimum of 10 year warranty and comply with the warranty requirements listed in Section 2.

Lockers Evaluation Criteria

Proposals for lockers will be evaluated on the following items.

- a. Describe your lockers and cubbies including style (freestanding, wall mounted, cage, gym, and early childhood), construction (metal, wood, plastic), features (lock, keyless), sizes and number of units.
- b. Describe your accessories including benches (construction, size), locks, and bases.
- c. Provide warranty information specific to lockers and accessories. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-c above, the offeror must provide a single document that is no more than six pages long. This six page document will be evaluated against the requirements of a-c above.

Cost Schedule Market Basket Quality Standards

Athletic Lockers
 Standard Quality Standard Feature

Premium Quality Standard Feature
 Plastic Lockers
 Standard Quality Standard Feature
 Premium Quality Standard Feature
 Pre-School Lockers
 Standard Quality Standard Feature
 Premium Quality Standard Feature
 Wall Mounted Lockers
 Standard Quality Standard Feature
 Premium Quality Standard Feature

4.4 RESIDENTIAL FURNITURE

Residential Furniture is intended for student housing and includes Beds, including adjustable, bunk-able, loft-able, Desks, Tables, Seating, including 2-position chairs, and Storage with a variety of options.

Mandatory Minimum Requirements

Products offered in response to this product category shall be durable, adjustable, and available in a variety of styles, finishes, and fabrics.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Storage units shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. All offerors must offer upholstered furnishings are constructed and treated for fire safety to meet standards of California Technical Bulletin 133 when tested as a complete unit if requested for projects that may require the certification.
- d. Furniture shall be constructed with steel frames using laminate inserts, or solid wood furniture. Composite wood construction is not acceptable.
- e. Furniture components such as fabric, laminate panels, and legs must be easily replaceable without special tools.
- f. All beds must have solid hardwood frames, or steel construction for end frames uprights and side rails (minimum 16 gauge) and platform center support (minimum 18 gauge) construction. Frames may be wrapped in wood or laminate. Beds must be adjustable in height in 2-3" increments, from 6" to 32".
- g. All student housing and accessories products offered in response to this procurement must have a minimum of 10 year warranty and comply with the warranty requirements listed in Section 2.

Residential Furniture Evaluation Criteria

Proposals for residential furniture will be evaluated on the following items.

- a. Describe your bedding units.
- b. Describe your desks and tables.
- c. Describe your seating.

- d. Describe your storage.
- e. Describe your all-in-one bedding, desk, and storage units.
- f. Describe your accessories.
- g. Provide warranty information specific to bedding units, desks and tables, seating, storage, and all-in-one units. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-g above, the offeror must provide a single document that is no more than eight pages long. This eight page document will be evaluated against the requirements of a-g above.

Cost Schedule Market Basket Quality Standards

Residential Adjustable Bed

Standard Quality Standard Feature

Premium Quality Standard Feature

Residential Desk

Standard Quality Standard Feature

Premium Quality Standard Feature

Residential 2-Position Chair

Standard Quality Standard Feature

Premium Quality Standard Feature

Residential 3 Drawer Chest

Standard Quality Standard Feature

Premium Quality Standard Feature

Residential Wardrobe

Standard Quality Standard Feature

Premium Quality Standard Feature

4.5 OUTDOOR FURNITURE AND ACCESSORIES

Outdoor Furniture and Accessories includes Picnic Tables (with and without attached seating, Seating, Benches, Bike Racks, and Recycling Containers and Trash Receptacles, Umbrellas, Shade structures, Ash Trays, and Crowd Barriers in durable weather resistant construction and materials in standard and early childhood sizes.

Mandatory Minimum Requirements

Outdoor furniture and accessories offered in response to this product category must maintain the appearance and performance in an all season weather environments including a coating that will not fade, crack, stain, peel, warp, rust, or discolor for the life of the product. Products offered in response to this RFP must meet or exceed ANSI/BIFMA X5.4 Lounge and Public Seating and X5.5 Desks/Tables Standards.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. All product shipped must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built.

- c. Product offered must have a minimum 5 year warranty on finish and structure and comply with warranty requirements listed in Section 2.

Outdoor Furniture and Accessories Evaluation Criteria

Proposals for Outdoor Furniture and Accessories will be evaluated on the following items.

- a. Describe your outdoor tables including construction methods and materials (including coatings), finishes, colors, sizes, weights and packaging, and types. Describe the recycled content of each item and recyclability of all materials as applicable.
- b. Describe your outdoor seating and benches including construction methods and materials (including coatings), finishes, colors, sizes, weights and packaging, and types. Describe the recycled content of each item and recyclability of all materials as applicable.
- c. Describe your outdoor tables with attached seating including construction methods and materials (including coatings), finishes, colors, sizes, weights and packaging, and types. Describe the recycled content of each item and recyclability of all materials as applicable.
- d. Describe your outdoor accessories including bike racks, trash receptacles, recycling bins, and umbrellas and bases, shade structures, ash trays, and crowd barriers including construction methods and materials (including coatings), finishes, colors, sizes, weights and packaging, and types. Describe the recycled content of each item and recyclability of all materials as applicable.
- e. Provide warranty information specific to outdoor picnic tables, bike racks, trash receptacles, seating, and benches. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-d above, the offeror must provide a single document that is no more than eight pages long. This eight page document will be evaluated against the requirements of a-d above.

Cost Schedule Market Basket Quality Standards

Bench, Plastic Coated

Standard Quality Standard Feature

Premium Quality Standard Feature

Bench, Powder Coated

Standard Quality Standard Feature

Premium Quality Standard Feature

Table, 46" Round Plastic Coated w/ Attached Seating

Standard Quality Standard Feature

Premium Quality Standard Feature

Table, 46" Square Powder Coated w/ Attached Seating

Standard Quality Standard Feature

Premium Quality Standard Feature

- Table, 46" Square Powder Coated w/ Attached Seating - ADA
 - Standard Quality Standard Feature
 - Premium Quality Standard Feature
- Picnic Table 96" Rectangle with Attached Seating, Powder Coated
 - Standard Quality Standard Feature
 - Premium Quality Standard Feature
- Picnic Table 144" Rectangle with Attached Stool Seating, Plastic Coated
 - Standard Quality Standard Feature
 - Premium Quality Standard Feature
- Picnic Table 144" Rectangle with Attached Seating, Plastic Coated - ADA
 - Standard Quality Standard Feature
 - Premium Quality Standard Feature
- Trash Receptacle 32 Gallon w/ Lid and Liner, Plastic Coated
 - Standard Quality Standard Feature
 - Premium Quality Standard Feature
- Bike Rack J-Frame
 - Standard Quality Standard Feature
 - Premium Quality Standard Feature

4.6 STAGES, RISERS, AND SEATING

Subcategories: Stages, Risers, and Accessories

Portable Stages and Risers and Accessories:

Portable Stages and Risers include Choral Risers, Seated Band, Transport Risers, Portable Stages, Adjustable and Fixed Height Stages available in a variety of sizes, shapes, and finishes. Accessories may include transportation carts, stairs, ADA ramps, guardrails, skirting, backdrops, wall padding, chairstops, crowd control barriers, and player tunnels.

Mandatory Minimum Requirements

All product offered in response to this product category must be safe, stable, and secure to withstand heavy weight and high activity from student assembly. Units must be easily assembled, disassembled, set-up, and stored, and be versatile.

- a. All products offered in response to this RFP shall be standard catalog items for which printed literature, specifications, and certified test results are available.
- b. Units shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage and ease of transport.
- c. All portable stages, risers, and accessories products offered in response to this procurement must have a minimum of 10 year warranty and comply with the warranty requirements listed in Section 2.

Portable Stages and Risers Evaluation Criteria

Proposals for portable stages and risers will be evaluated on the following items.

- a. Describe your standing, seating, transport, and choral risers including sizes

- (height, rise, length) styles (straight, tapered, modular), construction and deck surfaces, weight capacity, railings, and assembly instructions.
- b. Describe your portable, adjustable, and fixed height stages including sizes (height, rise, length) styles (straight, circular, arc), construction and deck surfaces, and weight capacity, railings, and assembly instructions. Include any additional components that are included or required to be purchased separately (include costs).
 - c. Describe your accessories.
 - d. Provide warranty information specific to portable stages and risers. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-d above, the offeror must provide a single document that is no more than six pages long. This six page document will be evaluated against the requirements of a-d above.

Cost Schedule Market Basket Quality Standards

Portable Stage, Adjustable Height

Standard Quality Standard Feature

Premium Quality Standard Feature

Portable Stage, Fixed Height

Standard Quality Standard Feature

Premium Quality Standard Feature

Portable Stage Dolly

Standard Quality Standard Feature

Premium Quality Standard Feature

Choral Riser, 3-Step 48-64 person capacity

Standard Quality Standard Feature

Premium Quality Standard Feature

Choral Riser, 3-Step Pie Shape

Standard Quality Standard Feature

Premium Quality Standard Feature

Seated Riser Height Adjustable

Standard Quality Standard Feature

Premium Quality Standard Feature

4.7 CAFETERIA FURNITURE

Subcategories: Cafeteria Tables and Seating

Cafeteria tables and seating that are durable and available in a variety of sizes, styles, finishes, and options. With and without attached seating (benches/stools), wall mounted, freestanding, café, bistro, barstool, booths, and fixed seating.

Mandatory Minimum Requirements

Cafeteria seating and tables shall be designed of material and workmanship to

withstand hard daily usage over an extended life. Products must be free of all defects, imperfections, and hazards, which might affect appearance and performance. Tables must be durable, stain resistant and easy to clean with a variety of base/leg, finishes, shape, and size and height options. Seating shall be stain resistant, durable, and easy to clean. Each offeror must respond with wheelchair accessibility/ADA compliant options. All seating offered in response to this category must meet ANSI/BIFMS X6.1-2012 Educational Seating – Testing. All tables offered in response to this category must meet or exceed ANSI/BIFMA X5.5 2008 Desk/Table Products – Tests. Look at ISO Standards.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Seating shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. Polyurethane foams shall have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam. Minimum IFD Softness value is 28-32 medium.
- d. All product shipped must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built.
- e. All cafeteria table and seating products offered in response to this procurement must have a minimum of 10 year warranty, 5 year warranty on fabric, and comply with the warranty requirements listed in Section 2.

Cafeteria Tables and Seating Evaluation Criteria

Proposals for portable stages and risers will be evaluated on the following items.

- a. Describe your dining room tables including size (height/width/depth), type of legs or bases, types of finishes and materials (i.e. wood, metal), mobility, fold ability, storage and transportation options.
- b. Describe your dining room seating options 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 (dollies) options. Include wall mounted, freestanding, booth, café, bistro, barstool, and fixed seating.
- c. Provide warranty information specific to cafeteria tables, seating, and accessories. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-c above, the offeror must provide a single document that is no more than six pages long. This six page document will be evaluated against the requirements of a-c above.

Cost Schedule Market Basket Quality Standards

Cafeteria Table, Round with Bench Seats

Standard Quality Standard Feature

Premium Quality Standard Feature

Cafeteria Table, Elliptical or Oval with Attached Stools

Standard Quality Standard Feature
 Premium Quality Standard Feature
 Cafeteria Table, Rectangular with Bench Seats
 Standard Quality Standard Feature
 Premium Quality Standard Feature
 Cafeteria Table, Round Bistro Style
 Standard Quality Standard Feature
 Premium Quality Standard Feature

4.8 LECTURE HALL FURNITURE AND AUDITORIUM SEATING

Subcategories: Lecture Hall Furniture and Auditorium Seating

Lecture Hall/Auditorium Seating and Accessories:

Auditorium seating with upholstered seat cushions with an automatic return to a vertical position and upholstered cushion backs protected by a shroud designed to be floor mounted or riser mounted. The seating offered must be comfortable with lumbar back support and be heavy duty for durability. Accessories include aisle lights, cup holders, and tablet/computer arms. Lecture Hall tables and seating in a variety of configuration and types includes single, dual, and quad swing away, two, three, or four seat sections in multiple seating styles and finishes to fit a wide variety of applications. Tables including fixed and free standing in a variety of types, sizes, options, construction materials, and finishes.

Mandatory Minimum Requirements

Seating shall be designed of material and workmanship to withstand hard daily usage over an extended life. Products must be free of all defects, imperfections, and hazards, which might affect appearance and performance. Desks must be durable with a variety of configurations and options. Tables shall be designed of material and workmanship to withstand hard daily usage over an extended life. Products must be free of all defects, imperfections, and hazards, which might affect appearance and performance. Tables must be durable with a variety of base/leg, finishes, shape, and size options. Each offeror must respond with wheelchair accessibility/ADA compliant options. All tables offered in response to this category must meet or exceed ANSI/BIFMA X5.5 2008 Desk/Table Products – Tests.

- a. All seating, when properly installed, must meet local and national building codes and/or IBC (International Building Code).
- b. Any power and data options must be UL listed.
- c. Must have ADA arms available as an option.
- d. Tables shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- e. All tables must have a finished edge for all exposed ends, junctions, corners or changes in height.
- f. All product shipped must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built.

- g. All table products offered in response to this procurement must have a minimum of 10 year warranty and comply with the warranty requirements listed in Section 2. All lecture hall and auditorium seating products offered in response to this procurement must have a minimum of 10 year warranty and comply with the warranty requirements listed in Section 2.

Evaluation Criteria

Proposals for lecture hall furniture/auditorium seating will be evaluated on the following items.

- a. Describe your auditorium seating including construction methods and materials, sizes, durability, styles, types, and options for fabric and finishes.
- b. Describe your Lecture Hall tables and seating including construction methods and materials, sizes, durability, styles, types, options and finishes
- c. Describe your accessory options including aisle lights, cup holders, tablet/computer arms, and power and data connections. Include the construction materials, features, sizes, finish options, safety features, and benefits.
- d. Provide warranty information specific to auditorium seating. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.
- e. Provide warranty information specific to lecture hall tables and seating. Refer to warranty minimum requirements in Section 2. Describe the process to file a warranty claim, access warranty information, and how your firm handles replacement parts and components for discontinued items.

Offeror Response: For a-e above, the offeror must provide a single document that is no more than six pages long. This six page document will be evaluated against the requirements of a-e above.

Cost Schedule Market Basket Quality Standards

Auditorium Single Seat (upholstered seat/back)

Standard Quality Standard Feature

Premium Quality Standard Feature

Lecture Hall Single Seat (no arms, upholstered seat/back) Seating

Standard Quality Standard Feature

Premium Quality Standard Feature

Lecture Hall Single Seat (with arms, plastic seat/back, casters) Seating

Standard Quality Standard Feature

Premium Quality Standard Feature

Lecture Hall Single Seat (no arms, plastic seat/back, casters) Seating

Standard Quality Standard Feature

Premium Quality Standard Feature

Lecture Hall Double Seat (single base with auto return) Seating

Standard Quality Standard Feature

SECTION 5: COSTS SCHEDULE

5.1 GENERAL INFORMATION

Offerors must complete the both tabs on TO14000 Cost Schedule for each product category being offered. An offeror may respond to one or more of the product categories, but must offer products for all items listed in the market basket sub-category for the category to be considered responsive. If any line items in the market basket are missing the product category will be deemed non-responsive. For example, if an offeror is submitting an offer for 4.2 General Education Furniture, the offeror must complete in its entirety both the Cost Schedule Tab 4.2 General Education Furniture Market Basket AND Tab 4.2 General Education Furniture Detail.

Cost shall be submitted as a separate document. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being judged as non-responsive.

Cost and pricing data must be submitted in the format requested in order for a fair comparison of all offerors. Any alteration of the cost schedule will deem your offer as non-responsive. Missing or incorrect information submitted in the cost schedule will deem your offer as non-responsive.

The market basket items were chosen after careful consideration by sourcing team members to reflect a group of commonly purchased items to constitute a fair comparison of all offerors. On the Cost Schedule Detail Tab, the estimated annual volume amounts for each price tier were selected as an estimate only, and do not constitute a guarantee of purchases. Many States were not able to provide historic sales volumes nor projected annual sales volumes as their States do not have centralized purchasing. As this is a new contract offering, we based the estimated annual volumes for each price tier on conservative estimates.

The intent of the cost format is to facilitate a straightforward comparison among all offerors and foster competition to obtain the most aggressive percentage discount possible resulting in the most advantageous pricing to end users. The cost schedule must be completed in the format provided and described in this section. Alternate cost structures will not be considered. Failure to comply with the instructions for completing the cost schedule may result in the disqualification of the proposal as being non-responsive. Offerors must complete both tabs for each category of products being offered.

The cost information submitted in the cost schedule market basket is for cost comparison only and does not constitute a full offering of the contract that will be awarded. The awarded contractor will provide all products within the scope of the awarded product category on the contract offering. The Detail tab for each product category shall comprise the full offering and the associated discounting should your firm be awarded a contract. Offerors must include all product lines/manufacturers/collections and the associated discounts that they intend to offer.

5.2 MARKET BASKET INSTRUCTIONS

Offerors must complete the market basket tab for each product category response on TO14000 Cost Schedule according to instructions. A specification sheet must be submitted for each item listed on the market basket. Additionally, offerors must submit a standard quality product(s) and a premium quality product(s) for each market basket item as requested. The quality standard features must be provided for each product. Quality standard features shall be one or more of the following attributes and must differentiate the standard quality product from the premium quality product. An evaluator should be able to cross reference the market basket item to the specification and to the price list to verify that pricing is correct.

The quality standard features shall be submitted in Section 4 as requested.

Warranty: State the warranty period or type. As an example a standard product may have a 10-year warranty whereas the premium product has a lifetime warranty. You must state another feature when using the warranty as a quality standard feature that further explains the differentiation between products. As an example a standard product may carry a 10-year warranty, and the premium carries a lifetime warranty AND is constructed with a 16 gauge steel frame. This steel frame further explains the reason for the lifetime warranty.

Construction Materials and/or Methods: State the construction materials or methods that differentiate the standard product from the premium product. As an example construction materials for standard product may be .9mm steel whereas the premium product features 1.5mm steel. As an example for construction methods for a standard product may be bolted legs whereas the premium product has welded legs.

Fabrics and Finishes: State the fabric or finish that differentiates the standard product from the premium product. As an example a standard product finish may be laminate whereas a premium product finish is wood veneer.

Features and Benefits: State the feature or benefit that differentiates the standard product from the premium product. As an example the standard product may feature a high pressure laminate top that resists abrasions and heat whereas the premium product features ChemGuard top that resists abrasions, heat, and chemicals.

SECTION 6: EVALUATION PROCESS

6.1 GENERAL INFORMATION

Proposals will be evaluated for completeness and compliance with the requirements of this RFP by the procurement manager and sourcing team members. Only those proposals that pass the administrative requirements will be evaluated further.

6.2 ADMINISTRATIVE REQUIREMENTS COMPLIANCE

Each proposal will be evaluated for compliance with the following administrative requirements. Any proposal(s) that does not pass any of these requirements will be deemed non-responsive and will not be further evaluated.

1. Proposal received by the due date and time posted in Bid Sync. Proposals received after the due date and time will not be considered and will be deemed as non-responsive. There are no exceptions to this rule.
2. Complete packet received. The procurement manager will ensure that each proposal contains a document for each item listed in the Proposal Checklist in Section 6.3. Any proposal that passes the administrative requirements will be further evaluated by the sourcing team. If it is discovered during the scoring process that the content of a proposal revealed a non-compliance with any of the requirements of this RFP then that/those proposal(s) will be deemed non-responsive and not further considered for evaluation.
3. Submittal of a proposal by an offeror is considered agreement to all mandatory minimum requirements stated in any section of the RFP document or Cost Schedule.
 - a. Section 2: Mandatory Minimum Requirements are agreed to with no exceptions.
 - b. Section 3: Manufacturer/Distributor Evaluated Qualifications document received.
 - c. Section 4: Product Qualifications document(s) received.
 - d. Section 5: Cost Schedule received as a separate document.

Compliance Factor	Criteria	Determination
Administrative Requirements	Timely Receipt of Proposal	Pass or Fail
Administrative Requirements	Complete Proposal Packet	Pass or Fail
Mandatory Requirements	Mandatory requirements Compliance	Pass or Fail

6.3 PROPOSAL CHECKLIST

This checklist is intended to serve as a reminder to submit all the requested information. Full instructions are contained within the RFP document and/or Cost Schedule and must be followed. Your documents must be titled as described. The document must be in the order listed and using the same Section number and title, subcategory letter to each request in the RFP document. This will allow the evaluators to efficiently find the information needed for evaluation purposes.

Proposal Checklist

Section 2 Information Submittal

Document Title: TO14000 Your Firm's Name Section 2 (Example: TO14000 ABC Company Section 2)

2.5 Geographic Coverage, Current Contracts, and Administrators

- ✓ Complete and submit attachment TO14000 SECTION 2 INFORMATION with the title listed above.

Document Title: TO14000 Your Firm's Name Resume – 1 Page Limit (Example: TO14000 ABC Company Resume)

2.10 Contract Administrator and Usage Report Administrator

- ✓ Submit the Contract Administrator's resume and authority confirmation.

Document Title: TO14000 Your Firm's Name Warranty – 3 Page Limit (Example: TO14000 ABC Company Warranty)

2.4 Warranty

- ✓ Submit a copy of the manufacturer's standard warranty for each product category offered.

Section 3 Manufacturer/Distributor Evaluated Qualifications

Document Title: TO14000 Your Firm's Name Section 3 – Ten (10) Page Limit (Example: TO14000 ABC Company Section 3)

- ✓ 3.2 Website a.-b.
- ✓ 3.3 Customer Service a.-f.
- ✓ 3.4 Firm a.-h.
- ✓ 3.5 Authorized Dealer Relationships a.-e.

Section 4 Product Qualifications

Offerors must submit a separate document for each product category response.
 Document Title: TO14000 Your Firm's Name Section 4.X (Example: TO14000 ABC Company Section 4.2)

4.2 General Education Furniture – 39 Page Limit

- ✓ Desks a.-c.
- ✓ Quality Standard Features for the 5 subcategories of desks.
- ✓ Tables a.-g.
- ✓ Quality Standard Features for the 6 subcategories of tables.
- ✓ Seating a.-c.
- ✓ Quality Standard Features for the 5 subcategories of seating.
- ✓ Lounge Seating and Tables a.-d.
- ✓ Quality Standard Features for the 3 subcategories of lounge furniture.

Document Title: TO14000 Your Firm's Name Section 4.3 (Example: TO14000 ABC Company Section 4.3)

4.3 Filing, Storage and Accessories – 36 Page Limit

- ✓ Storage a.-d.
- ✓ Quality Standard Features for the 8 subcategories of storage.
- ✓ Carts a.-f.
- ✓ Quality Standard Features for the 9 subcategories of carts.
- ✓ Lockers and Accessories a.-c.
- ✓ Quality Standard Features for the 4 subcategories of lockers.

Document Title: TO14000 Your Firm's Name Section 4.4 (Example: TO14000 ABC Company Section 4.4)

4.4 Residential Furniture – 9 Page Limit

- ✓ Residential Furniture a.-g.
- ✓ Quality Standard Features for the 5 subcategories of residential furniture.

Document Title: TO14000 Your Firm's Name Section 4.5 (Example: TO14000 ABC Company Section 4.5)

4.5 Outdoor Furniture and Accessories – 9 Page Limit

- ✓ Outdoor Furniture and Accessories a.-e.
- ✓ Quality Standard Features for the 10 subcategories of outdoor furniture.

Document Title: TO14000 Your Firm's Name Section 4.6 (Example: TO14000 ABC Company Section 4.6)

4.6 Stages, Risers, and Seating – 14 Page Limit

- ✓ Portable Stages and Risers a.-d.
- ✓ Quality Standard Features for the 6 subcategories of portable stages and riser.

Document Title: TO14000 Your Firm's Name Section 4.7 (Example: TO14000 ABC Company Section 4.7)

4.7 Cafeteria Furniture – 7 Page Limit

- ✓ Cafeteria Tables and Seating a.-c.
- ✓ Quality Standard Features for the 4 subcategories of cafeteria furniture.

Document Title: TO14000 Your Firm's Name Section 4.8 (Example: TO14000 ABC Company Section 4.8)

4.8 Lecture Hall Furniture and Auditorium Seating – 6 Page Limit

- ✓ Lecture Hall Furniture and Auditorium Seating a.-e.
- ✓ Quality Standard Features for the 5 subcategories of cafeteria furniture.

Cost Schedule and Pricing Information

Document Title: TO14000 Firm's Name Cost Schedule (Example: TO14000 ABC Company Cost Schedule)

Offerors must submit TO14000 Cost Schedule with both the Market Basket tab and the Detail tab completed as instructed for each product category for which they are responding to. Supplier Name and MSRP List Number/Date must be completed on the form, and the price list must be submitted.

- ✓ Cost Schedule – Market Basket Tab/Detail Tab for each Product Category response.
- ✓ MSRP List Document Title: TO14000 Firm's Name Price List (Example: TO14000 ABC Company Price List)
- ✓ Product Specification Sheet for each Market Basket Item Document Title: TO14000 Firm's Name 4.X Specifications (Example: TO14000 ABC Company 4.2 Specifications)

Section 7 Protected Information (Optional)

- ✓ This section is reserved for protected information. See Section 1.20 Protected Information for more instructions. Do not include protected information in other areas of the proposal. Only information segregated into Section 7 will be considered for protection from GRAMMA requests.

6.4 SCORING PROCESS

The sourcing team will evaluate each proposal that passed the administrative requirements for compliance and the mandatory minimum requirements must be met in their entirety and are scored on a pass/fail basis. Non-compliance with any of these requirements will result in a proposal being rejected at any time it is discovered during the evaluation process. Only those proposals that pass the mandatory minimum requirements of this RFP will be evaluated further.

Section 3 Manufacturer Qualifications Scoring

Sourcing team members will evaluate each proposal Section 3 for items 3.1 through 3.5. There are a maximum of 200 total possible points for this section.

Section 4 Product Evaluation Scoring

Offerors may respond to one or more of the product categories in Section 4. Sourcing team members will evaluate each proposal Section 4. There are a maximum of 400 total possible points for each product category. For example, if an offeror submits a proposal for 2 product categories, each product category will be evaluated separately with 400 total possible points for each.

Section 5 Cost Schedule Scoring

Cost will be evaluated separately after the technical scoring is complete. Offerors must submit a completed Cost Schedule in Excel format (not pdf) per instructions provided in Section 5 and/or the Cost Schedule. The Cost Schedule is an Excel Spreadsheet with multiple tabs for each of the product categories.

Category	Total Possible Points
Technical Portion	
Section 3 Manufacturer/Distributor Qualifications	200
Section 4 Product Qualifications	400
Total Technical Points Possible	600
Cost Portion	
Section 5 Cost Schedule Market Basket	300
Section 5 Cost Schedule Detail	100
Total Cost Points Possible	400

Each Cost Schedule Market Basket Tab will be tabulated for a Market Basket Evaluated Total. The offeror with the lowest Market Basket Evaluated Total in each category shall receive the total possible points. All other proposals shall receive a portion of the total possible points based on the following formula:

$$\frac{((\text{Lowest Market Basket Evaluated Total}) \times (\text{Maximum Points for M/B Cost}))}{\text{Awarded} + (\text{Cost of Each Higher Priced Proposal})} = \text{Points}$$

The cost evaluation method will take into consideration volume discounting as well as discount off MSRP.

The Detail Tab represents the full offering of products and the associated discounts that will be available to end users should the offeror be awarded a contract. The average discount will be calculated for both FOB Destination and FOB Origin for each Price Tier Discount. The average discount in each price tier will be applied to the estimated annual volume for that tier to get the estimated annual purchases. The total of all Estimated Annual Purchases will be the Evaluated Total. The offeror with the lowest Evaluated Total will receive the total possible points. All other proposals will receive a portion of the total possible points based on the following formula:

$$\frac{((\text{Lowest Detail Evaluated Total}) \times (\text{Maximum Points for Detail Cost}))}{\text{Awarded} + (\text{Cost of Each Higher Priced Proposal})} = \text{Points}$$

Any awarded contractor may offer deeper (higher) discounting to a purchasing entity taking into consideration project size or type, or other considerations after the contract is in place.

6.5 AWARD PROCESS

Award shall be made to the offeror(s) whose proposal is the most advantageous taking into consideration cost and the other evaluation factors set forth in this request for proposals.

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

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, rules, policies and the evaluation criteria established in the RFP.

The total points, including both technical and cost, for each offer will be calculated in each Product Category. Each Product Category shall be awarded separately. The offeror's will be listed in order of highest total points to lowest total points for each Product Category. The sourcing team will determine how many contracts to award in each Product Category taking into consideration the desire to have a variety of products and brands to choose from, a complete product offering, while limiting the number of contracts to manage, and ensure that a national geographic coverage area is accomplished. It is estimated that 4 or less firms will be awarded in each Product Category as long as each of the considerations are met. It is at the sole discretion of the sourcing team to determine how many contracts will be awarded. Offerors submit proposals with the knowledge that they may not be awarded a contract.

Attachment A

WSCA-NASPO Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) WSCA-NASPO Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall 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.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

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.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product 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 Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

3. Term of the Master Agreement

The term of this Master Agreement is for Five (5) years.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. 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.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for one year (12 months). Any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 45 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 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 shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. 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's or Purchasing Entity's clients. 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"). 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. 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.

b. 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. 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. 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. 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. 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.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in 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.

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

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO'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. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (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; or
- (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
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 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 shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. 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 Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and

- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. 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 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 a Purchase 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 shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery.

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead

State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to 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.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("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 ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order 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

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(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 it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. 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 it 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. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have 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 agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, 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, 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.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. 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 Best's 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.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits

shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal industry (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. 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) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, 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 license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a 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.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating 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.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define 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 Purchasing Entity rules and policies. The Purchasing Entity may in its sole

discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.

c. 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.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall 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.

h. 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. Contractor is reminded that 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.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to 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 or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, 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.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO 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. By way 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.

b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to 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.

c. 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. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 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. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit.

a. 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 shall 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 shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. 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.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. 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 shall 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 WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Section __ Attachment ____.

c. 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 they are participating under the authority of (state and agency, city, county, school district, etc.) 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.

d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO 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.

28. Standard of Performance and Acceptance.

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance 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. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, 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. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance 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. Upon breach of the warranty, 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. 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.

30. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

31. Title of Product

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. Transfer of title to the Product shall 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 shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. 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 shall 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, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity 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 to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. 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 this transaction (contract) 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.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall 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 shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. 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 Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall 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 shall be in the Purchasing Entity's State.

c. 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; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. WSCA-NASPO eMarket Center

a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data [Insert Time Frame Here] to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and

product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at:

<http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

(December 2013)

State of Utah Additional Terms and Conditions For WSCA Participating Addendums

The following terms and conditions will be added to the Participating Addendum for the State of Utah:

- 1) **AUTHORITY:** Provisions of this Addendum are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2) **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
- 3) **RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 4) **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multiple Stage Process.

4.1 Status Verification System

- A. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
- B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- C. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
- D. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

4.2 Indemnity Clause for Status Verification System

- A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
- B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5) **INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

6) **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No.

11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

7) **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 this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

8) **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

9) **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

10) **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-S T C , located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsinged.pdf>. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

11) **INSURANCE:** Contractor must carry insurance with policy limits no less than one million per incident and three million in the aggregate. Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation.

12) **PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

13) **POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

14) **REPORTS AND FEES:** The Contractor agrees to provide a quarterly administrative fee to the State of Utah in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for an amount equal to 1% of the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractors WSCA pricing to the Participating Entity may be adjusted to offset for the equivalent fee amount. Payment(s) shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Purchasing Agent in the Division of Purchasing over in this Addendum and a copy to the Utah reports email address salesreports@utah.gov.

15) **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via

a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

16) **HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

17) **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

18) **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

19) **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the solicitation.

20) **INDIVIDUAL CUSTOMERS:** Each State agency and each political subdivision, as a State Entity, that uses this contract will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.

Rev 8-20-13

TO14000 Cost Schedule			
4.2 General Education Furniture Market Basket			
Offeror's Name	MSRP List Number/Date		
Instructions:			
1	Offerors must complete ALL CELLS highlighted in yellow.		
2	Sizes listed below are the minimum standard. You may submit larger (not smaller) product(s).		
3	The combined totals for Standard Product Offering and Premium Product Offering will be the evaluated total.		
4	Offerors must provide a product for every item listed below to be considered responsive.		
5	Brand of the item being offered for this sub-category item.		
6	Collection of the item being offered for this sub-category item.		
7	Model Number of the item being offered for this sub-category item.		
8	MSRP (Manufacture Suggested Retail Price) of the item being offered for this sub-category item.		
9	Appropriate Tier % Discount (FOB Destination) determined by the MSRP Total and the Tiered Sales Volume.		
10	Appropriate Tier % Discount (FOB Origin) determined by the MSRP Total and the Tiered Sales Volume.		

Example										
This example is for illustrative purposes only										
General Education Sub-Categories	Brand	Collection	Model Number	MSRP Price	Order Qty	MSRP Total	Appropriate Tier Discount (FOB Destination)	Sell Price Total (FOB Destination)	Appropriate Tier Discount (FOB Origin)	Sell Price Total (FOB Origin)
Combo Desk	Dan's Desk Depot	Deluxe Classroom	ABC-123456	\$ 575.00	300	\$ 172,500.00	53.25%	\$ 80,643.75	60.25%	\$ 68,568.75
Desks 5 Drawer Lock (Double Pedestal)	School Furniture Emporium	TeamTeacher	LMNOP-5D	\$ 1,250.00	30	\$ 37,500.00	42.50%	\$ 21,562.50	49.50%	\$ 18,937.50
Open Front Desks Bookbox w/Adj. Height	Dan's Desk Depot	Standard Classroom	OFD-456789	\$ 815.00	120	\$ 97,800.00	52.25%	\$ 46,699.50	59.25%	\$ 39,853.50
Tablet Arm Desks 14"Wx13"Dx18"H Seat Right Arm	Advanced Furniture	The Dean's List	TAD-141318RA	\$ 200.00	15	\$ 3,000.00	35.00%	\$ 1,950.00	42.00%	\$ 1,740.00

Tiers	Price Tier 1	PriceTier 2	Price Tier 3	Price Tier 4	Price Tier 5
Tiered Sales Volume	\$5,000 or Less	\$5,001 to \$20,000	\$20,001 to \$50,000	\$50,001 to \$150,000	Over \$150,001
Estimated Annual Volume	\$2,500,000	\$3,000,000	\$2,000,000	\$1,500,000	\$2,000,000

Standard Product Offering

General Education Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Combo Desk, High School					30	\$ -		\$ -		\$ -
Open Front Desks Bookbox w/Adj. Height					120	\$ -		\$ -		\$ -
Tablet Arm Desks 14"Wx13"Dx18"H Seat Right Arm					190	\$ -		\$ -		\$ -
ADA Compliant Desks 26"-34"H					150	\$ -		\$ -		\$ -
Lift Lid Desks w/Adj. Height					200	\$ -		\$ -		\$ -
Round Activity Tables 48" Adj. Height					50	\$ -		\$ -		\$ -
Trapezoid Activity Tables 24"Wx48"L					20	\$ -		\$ -		\$ -
Computer Tables Rectangle 28"Wx52"L 40# Capacity					20	\$ -		\$ -		\$ -
Rectangular Fold Tables 30"Wx60"L					20	\$ -		\$ -		\$ -
Rectangular Flip Top Training Tables 24"Wx60"L					75	\$ -		\$ -		\$ -
Demonstration Tables Mobile 2 Door/3 Drawer					20	\$ -		\$ -		\$ -
Folding Chairs Plastic w/contoured seat/back					200	\$ -		\$ -		\$ -
Stacking Chairs 18"					20	\$ -		\$ -		\$ -
Nesting Chairs 21"x33"					100	\$ -		\$ -		\$ -
Task Chairs w/ padded seat casters					50	\$ -		\$ -		\$ -
Stools 18" Base, Backless Adj. Height, Casters					100	\$ -		\$ -		\$ -
Lounge Couch, 3 Person w/ Arms, Cushioned Seat and Back					20	\$ -		\$ -		\$ -
Lounge Chair, W/ Arms, Cushioned Seat and Back					50	\$ -		\$ -		\$ -
Coffee Tables, 20" X 48", Wood					10	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -
Total For Standard Product Offering									\$	-

Premium Product Offering

General Education Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Combo Desk, High School					30	\$ -		\$ -		\$ -
Open Front Desks Bookbox w/Adj. Height					120	\$ -		\$ -		\$ -
Tablet Arm Desks 14"Wx13"Dx18"H Seat Right Arm					190	\$ -		\$ -		\$ -
ADA Compliant Desks 26"-34"H					150	\$ -		\$ -		\$ -
Lift Lid Desks w/Adj. Height					200	\$ -		\$ -		\$ -
Round Activity Tables 48" Adj. Height					50	\$ -		\$ -		\$ -
Trapezoid Activity Tables 24"Wx48"L					20	\$ -		\$ -		\$ -
Computer Tables Rectangle 28"Wx52"L 40# Capacity					20	\$ -		\$ -		\$ -
Rectangular Fold Tables 30"Wx60"L					20	\$ -		\$ -		\$ -
Rectangular Flip Top Training Tables 24"Wx60"L					75	\$ -		\$ -		\$ -
Demonstration Tables Mobile2 Door/3 Drawer					20	\$ -		\$ -		\$ -
Folding Chairs Plastic w/contoured seat/back					200	\$ -		\$ -		\$ -
Stacking Chairs 18"					20	\$ -		\$ -		\$ -
Nesting Chairs 21"x33"					100	\$ -		\$ -		\$ -
Task Chairs w/ padded seat casters					50	\$ -		\$ -		\$ -
Stools 18" Base, Backless Adj. Height, Casters					100	\$ -		\$ -		\$ -
Lounge Couch, 3 Person w/ Arms, Cushioned Seat and Back					20	\$ -		\$ -		\$ -
Lounge Chair, W/ Arms, Cushioned Seat and Back					50	\$ -		\$ -		\$ -
Coffee Tables, 20" X 48", Wood					10	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -

Total For Premium Product Offering \$ -

EVALUATED TOTAL \$ -

TO14000 Cost Schedule	
4.3 Storage and Accessories Market Basket	
Offeror's Name	MSRP List Number/Date
Instructions:	
1	Vendors must ALL CELLS highlighted in yellow.
2	Vendors must refer to section 4.3 of RFP TO 14000 for complete description of items listed below.
3	The combined totals for Standard Product Offering and Premium Product Offering will be the evaluated figure.
4	Vendor will not be considered responsive for Section 4.3 if they do not provide a product for every item listed below.
5	Brand of the item being offered for this sub-category item.
6	Collection of the item being offered for this sub-category item.
7	Model Number of the item being offered for this sub-category item.
8	MSRP (Manufacture Suggested Retail Price) of the item being offered for this sub-category item.
9	Appropriate Tier % Discount (FOB Destination) determined by the MSRP Total and the Tiered Sales Volume.
10	Appropriate Tier % Discount (FOB Origin) determined by the MSRP Total and the Tiered Sales Volume.

Example		This example is for illustrative purposes only								
Storage and Accessories Sub-Categories	Brand	Collection	Model Number	MSRP Price	Order Qty	MSRP Total	Appropriate Tier	Sell Price Total	Appropriate Tier	Sell Price Total
Bookcase, Large	Dan's Desk Depot	Deluxe Classroom	ABC-123456	\$ 575.00	300	\$ 172,500.00	53.25%	\$ 80,643.75	60.25%	\$ 68,568.75
Large Multimedia Cart w/ Cabinet	School Furniture Emporium	TeamTeacher	LMNOP-5D	\$ 1,250.00	30	\$ 37,500.00	42.50%	\$ 21,562.50	49.50%	\$ 18,937.50
Bookcase, Medium	Dan's Desk Depot	Standard Classroom	OFD-456789	\$ 815.00	120	\$ 97,800.00	52.25%	\$ 46,699.50	59.25%	\$ 39,853.50
Tablet/iPad Charging & Storage Cart	Advanced Furniture	The Dean's List	TAD-141318RA	\$ 200.00	15	\$ 3,000.00	35.00%	\$ 1,950.00	42.00%	\$ 1,740.00

Tiers	Price Tier 1	Price Tier 2	Price Tier 3	Price Tier 4	Price Tier 5
Tiered Sales Volume	\$5,000 or Less	\$5,001 to \$20,000	\$20,001 to \$50,000	\$50,001 to \$150,000	Over \$150,001
Estimated Annual Volume	\$2,500,000	\$3,000,000	\$2,000,000	\$1,500,000	\$2,000,000

Storage and Accessories Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Display Cases Large					5	\$ -		\$ -		\$ -
Display Cases Medium					10	\$ -		\$ -		\$ -
Caddies					15	\$ -		\$ -		\$ -
Bookcases Large, 36"W x 60"H x 12"D, Adj Shelves, 85 Lbs Capacity, Laminate					50	\$ -		\$ -		\$ -
Bookcases Medium, 36"W x 48"H x 12"D, Adj Shelves, 85 Lbs Capacity, Laminate					100	\$ -		\$ -		\$ -
Music/Instrument Storage					5	\$ -		\$ -		\$ -
Cabinets w/ Locks 36"Wx18"Dx72"H					10	\$ -		\$ -		\$ -
Large Multimedia Cart w/ Cabinet					5	\$ -		\$ -		\$ -
Presentation Carts 3 Shelves Locking Cabinet					12	\$ -		\$ -		\$ -
AV Cart 30"Wx20"Dx24"H w/ Casters					6	\$ -		\$ -		\$ -
Music/Folio Storage Carts					5	\$ -		\$ -		\$ -
Tablet/iPad Charging & Storage Cart					30	\$ -		\$ -		\$ -
Stringed Instruments Storage 30"D Locking Doors					5	\$ -		\$ -		\$ -
Mobile Lab Unit					30	\$ -		\$ -		\$ -
Utility Carts 2 Shelf w/ Casters 500 # Capacity					10	\$ -		\$ -		\$ -
Book Trucks 31"W 3 Shelves					5	\$ -		\$ -		\$ -
Flat File Cabinet Five Drawer (Blueprint)					5	\$ -		\$ -		\$ -
Athletic Lockers 12"Wx12"D 12 Units					40	\$ -		\$ -		\$ -
Plastic Lockers 12"Wx18"Dx72"H 3 Wide 3 Tier					20	\$ -		\$ -		\$ -
Preschool Lockers 5 Section Each w/Coat Hooks & 2 cubbies					30	\$ -		\$ -		\$ -
Wall-Mount Box Lockers 4 Compartment Assembled w/Doors					120	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -

Total For Standard Product Offering	\$	-
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Premium Product Offering

Storage and Accessories Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Display Cases Large					5	\$ -		\$ -		\$ -
Display Cases Medium					10	\$ -		\$ -		\$ -
Caddies					15	\$ -		\$ -		\$ -
Bookcases Large, 36"W x 60"H x 12"D, Adj Shelves, 85 Lbs Capacity, Laminate					50	\$ -		\$ -		\$ -
Bookcases Medium, 36"W x 48"H x 12"D, Adj Shelves, 85 Lbs Capacity, Laminate					100	\$ -		\$ -		\$ -
Music/Instrument Storage					5	\$ -		\$ -		\$ -
Cabinets w/ Locks 36"Wx18"Dx72"H					10	\$ -		\$ -		\$ -
Large Multimedia Cart w/ Cabinet					5	\$ -		\$ -		\$ -
Presentation Carts 3 Shelves Locking Cabinet					12	\$ -		\$ -		\$ -
AV Cart 30"Wx20"Dx24"H w/ Casters					6	\$ -		\$ -		\$ -
Music/Folio Storage Carts					5	\$ -		\$ -		\$ -
Tablet/iPad Charging & Storage Cart					30	\$ -		\$ -		\$ -
Stringed Instruments Storage 30"D Locking Doors					5	\$ -		\$ -		\$ -
Mobile Lab Unit					30	\$ -		\$ -		\$ -
Utility Carts 2 Shelf w/ Casters 500 # Capacity					10	\$ -		\$ -		\$ -
Book Trucks 31"W 3 Shelves					5	\$ -		\$ -		\$ -
Flat File Cabinet Five Drawer (Blueprint)					5	\$ -		\$ -		\$ -
Athletic Lockers 12"Wx12"D 12 Units					40	\$ -		\$ -		\$ -
Plastic Lockers 12"Wx18"Dx72"H 3 Wide 3 Tier					20	\$ -		\$ -		\$ -
Preschool Lockers 5 Section Each w/Coat Hooks & 2 cubbies					30	\$ -		\$ -		\$ -
Wall-Mount Box Lockers 4 Compartment Assembled w/Doors					120	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -
Total For Premium Product Offering									\$	-
EVALUATED TOTAL									\$	-

TO14000 Cost Schedule

4.4 Residential Market Basket

Offeror's Name	MSRP List Number/Date
Instructions:	
1	Vendors must ALL CELLS highlighted in yellow.
2	Vendors must refer to section 4.4 of RFP TO 14000 for complete description of items listed below.
3	The combined totals for Standard Product Offering and Premium Product Offering will be the evaluated figure.
4	Vendor will not be considered responsive for Section 4.4 if they do not provide a product for every item listed below.
5	Brand of the item being offered for this sub-category item.
6	Collection of the item being offered for this sub-category item.
7	Model Number of the item being offered for this sub-category item.
8	MSRP (Manufacture Suggested Retail Price) of the item being offered for this sub-category item.
9	Appropriate Tier % Discount (FOB Destination) determined by the MSRP Total and the Tiered Sales Volume.
10	Appropriate Tier % Discount (FOB Origin) determined by the MSRP Total and the Tiered Sales Volume.

Example This example is for illustrative purposes only

Residential Sub-Categories	Brand	Collection	Model Number	MSRP Price	Order Qty	MSRP Total	Appropriate Tier Discount (FOB Destination)	Sell Price Total (FOB Destination)	Appropriate Tier Discount (FOB Origin)	Sell Price Total (FOB Origin)
Bed (Adjustable) Twin XL	All School	Deluxe Dorm	ABC-123456	\$ 1,250.00	150	\$ 187,500.00	58.00%	\$ 78,750.00	62.25%	\$ 70,781.25
Study Desk	School Furniture Emporium	After School	LMNOP-5D	\$ 525.00	120	\$ 63,000.00	57.00%	\$ 27,090.00	61.25%	\$ 24,412.50
Seating (2-Position Chair)	Dan's Desk Depot	Select Seating	OFD-456789	\$ 265.00	120	\$ 31,800.00	52.00%	\$ 15,264.00	56.25%	\$ 13,912.50
3-Drawer Chest	All School	Deluxe Dorm	TAD-141318RA	\$ 375.00	10	\$ 3,750.00	40.50%	\$ 2,231.25	44.75%	\$ 2,071.88

Tiers	Price Tier 1	PriceTier 2	Price Tier 3	Price Tier 4	Price Tier 5
Tiered Sales Volume	\$5,000 or Less	\$5,001 to \$20,000	\$20,001 to \$50,000	\$50,001 to \$150,000	Over \$150,001
Estimated Annual Volume	\$2,500,000	\$3,000,000	\$2,000,000	\$1,500,000	\$2,000,000

Standard Product Offering

Residential Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Bed (Adjustable) Twin XL					30	\$ -		\$ -		\$ -
Study Desk					200	\$ -		\$ -		\$ -
Seating (2-Position Chair)					120	\$ -		\$ -		\$ -
3-Drawer Chest					190	\$ -		\$ -		\$ -
Student Wardrobe					150	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -
									Total For Standard Product Offering	\$ -

Premium Product Offering

Residential Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Bed (Adjustable) Twin XL					30	\$ -		\$ -		\$ -
Study Desk					200	\$ -		\$ -		\$ -
Seating (2-Position Chair)					120	\$ -		\$ -		\$ -
3-Drawer Chest					190	\$ -		\$ -		\$ -
Student Wardrobe					150	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -
									Total For Premium Product Offering	\$ -

EVALUATED TOTAL \$ -

TO14000 Cost Schedule

4.5 Outdoor Market Basket

Offeror's Name	MSRP List Number/Date
Instructions:	
1	Vendors must ALL CELLS highlighted in yellow.
2	Vendors must refer to section 4.5 of RFP TO 14000 for complete description of items listed below.
3	The combined totals for Standard Product Offering and Premium Product Offering will be the evaluated figure.
4	Vendor will not be considered responsive for Section 4.5 if they do not provide a product for every item listed below.
5	Brand of the item being offered for this sub-category item.
6	Collection of the item being offered for this sub-category item.
7	Model Number of the item being offered for this sub-category item.
8	MSRP (Manufacture Suggested Retail Price) of the item being offered for this sub-category item.
9	Appropriate Tier % Discount (FOB Destination) determined by the MSRP Total and the Tiered Sales Volume.
10	Appropriate Tier % Discount (FOB Origin) determined by the MSRP Total and the Tiered Sales Volume.

Example This example is for illustrative purposes only

Residential Sub-Categories	Brand	Collection	Model Number	MSRP Price	Order Qty	MSRP Total	Appropriate Tier	Sell Price Total	Appropriate Tier	Sell Price Total
Bench 120" (Plastic Coated Expanded Metal)	Metal Fabricators	Delux Bench	DPCB-12012048	\$ 750.00	150	\$ 112,500.00	60.25%	\$ 44,718.75	67.00%	\$ 37,125.00
Trash Receptacle 32 Gallon (Plastic Coated Expanded Metal)	Playground People	Outdoor Accessories	TCEM-32123	\$ 520.00	100	\$ 52,000.00	54.50%	\$ 23,660.00	61.25%	\$ 20,150.00
Plastic Coated Steel Lid for Above Trash Receptacle	Playground People	Outdoor Accessories	TCEM-32123LID	\$ 240.00	100	\$ 24,000.00	52.00%	\$ 11,520.00	58.75%	\$ 9,900.00
32 Gallon Receptacle Liner, Plastic	Playground People	Outdoor Accessories	TCEM-32123PL	\$ 135.00	100	\$ 13,500.00	49.50%	\$ 6,817.50	56.25%	\$ 5,906.25

Tiers	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Tiered Sales Volume	\$5,000 or Less	\$5,001 to \$20,000	\$20,001 to \$50,000	\$50,001 to \$150,000	Over \$150,000
Estimated Annual Volume	\$2,500,000	\$3,000,000	\$2,000,000	\$1,500,000	\$2,000,000

Standard Product Offering

Residential Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Bench 96" (Plastic Coated Expanded Metal)					20	\$ -		\$ -		\$ -
Bench 120" (Powder Coated Perforated Metal)					10	\$ -		\$ -		\$ -
Table 46" Round (Plastic Coated Expanded Metal) w/ Attached Bench seating					150	\$ -		\$ -		\$ -
Table 46" Square (Powder Coated Perforated Metal) w/ Attached Bench Seating					75	\$ -		\$ -		\$ -
Table 46" Square (Powder Coated Perforated Metal) w/ Attached Bench Seating and ADA					10	\$ -		\$ -		\$ -
Picnic Table 96" Rectangluar (Powder Coated Perforated Metal) w/ Attached bench Seating					30	\$ -		\$ -		\$ -
Picnic Table 144" Rectangluar (Plastic Coated Expanded Metal) w/ Attached Stool Seating					100	\$ -		\$ -		\$ -
Picnic Table 144" Rectangluar (Plastic Coated Expanded Metal) w/ Attached Bench Seating & ADA					10	\$ -		\$ -		\$ -
Trash Receptacle 32 Gallon (Plastic Coated Expanded Metal)					100	\$ -		\$ -		\$ -
J-Frame Bike Rack, Double Sided, 120" Length					10	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -
								Total For Standard Product Offering	\$	-

Premium Product Offering

Residential Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Bench 96" (Plastic Coated Expanded Metal)					20	\$ -		\$ -		\$ -
Bench 120" (Powder Coated Perforated Metal)					10	\$ -		\$ -		\$ -
Table 46" Round (Plastic Coated Expanded Metal) w/ Attached Bench seating					150	\$ -		\$ -		\$ -
Table 46" Square (Powder Coated Perforated Metal) w/ Attached Bench Seating					75	\$ -		\$ -		\$ -
Table 46" Square (Powder Coated Perforated Metal) w/ Attached Bench Seating and ADA					10	\$ -		\$ -		\$ -
Picnic Table 96" Rectangluar (Powder Coated Perforated Metal) w/ Attached bench Seating					30	\$ -		\$ -		\$ -
Picnic Table 144" Rectangluar (Plastic Coated Expanded Metal) w/ Attached Stool Seating					100	\$ -		\$ -		\$ -
Picnic Table 144" Rectangluar (Plastic Coated Expanded Metal) w/ Attached Bench Seating & ADA					10	\$ -		\$ -		\$ -
Trash Receptacle 32 Gallon (Plastic Coated Expanded Metal)					100	\$ -		\$ -		\$ -
J-Frame Bike Rack, Double Sided, 120" Length					10	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -
								Total For Premium Product Offering	\$	-
								EVALUATED TOTAL	\$	-

TO14000 Cost Schedule

Section 4.6 Stages and Risers Market Basket

Offeror's Name	MSRP List Number/Date
Instructions:	
1	Vendors must ALL CELLS highlighted in yellow.
2	Vendors must refer to section 4.6 of RFP TO 14000 for complete description of items listed below.
3	The combined totals for Standard Product Offering and Premium Product Offering will be the evaluated figure.
4	Vendor will not be considered responsive for Section 4.6 if they do not provide a product for every item listed below.
5	Brand of the item being offered for this sub-category item.
6	Collection of the item being offered for this sub-category item.
7	Model Number of the item being offered for this sub-category item.
8	MSRP (Manufacture Suggested Retail Price) of the item being offered for this sub-category item.
9	Appropriate Tier % Discount (FOB Destination) determined by the MSRP Total and the Tiered Sales Volume.
10	Appropriate Tier % Discount (FOB Origin) determined by the MSRP Total and the Tiered Sales Volume.

Example										
This example is for illustrative purposes only										
Stages and Risers Sub-Categories	Brand	Collection	Model Number	MSRP Price	Order Qty	MSRP Total	Discount (FOB)	(FOB)	Discount (FOB)	(FOB Origin)
Portable Stage , Adjustable Height 4'x6'x16"-24" Height	Stages and More	Portable	AEIOU-12345	\$ 1,200.00	30	\$ 36,000.00	52.00%	\$ 17,280.00	58.00%	\$ 15,120.00
Choral Riser, 3 Step -48" Wide Pie Shaped	The Riser Resource	Regal Riser	RRP-348A	\$ 3,000.00	48	\$ 144,000.00	57.00%	\$ 61,920.00	63.00%	\$ 53,280.00
Seated Riser, Height Adjustable	The Riser Resource	Regal Riser	RRSP-5656ADJ	\$ 3,500.00	5	\$ 17,500.00	50.50%	\$ 8,662.50	56.50%	\$ 7,612.50
Single Seat Cinema (upholstered seat/back)	Cinema Seating Plus	Plush Products	TCEM-32123PL	\$ 250.00	75	\$ 18,750.00	43.00%	\$ 10,687.50	49.00%	\$ 9,562.50

Tiers	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Tiered Sales Volume	\$5,000 or Less	\$5,001 to \$20,000	\$20,001 to \$50,000	\$50,001 to \$150,000	Over \$150,000
Estimated Annual Volume	\$2,500,000	\$3,000,000	\$2,000,000	\$1,500,000	\$2,000,000

Standard Product Offering

Stages and Risers Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Portable Stage , Adjustable Height 4'x6'x16"-24" Height					30	\$ -		\$ -		\$ -
Portable Stage, Fixed Height 4'x6'- 16" Height					15	\$ -		\$ -		\$ -
Portable Stage Dolly, Minimum Capacity 8 Stages)					75	\$ -		\$ -		\$ -
Choral Riser, 3 Step - 48-64 Group Capacity					60	\$ -		\$ -		\$ -
Choral Riser, 3 Step -48" Wide Pie Shaped					48	\$ -		\$ -		\$ -
Seated Riser, Height Adjustable					120	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -
Total For Standard Product Offering									\$	-

Premium Product Offering

Stages and Risers Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Portable Stage , Adjustable Height 4'x6'x16"-24" Height					30	\$ -		\$ -		\$ -
Portable Stage, Fixed Height 4'x6'- 16" Height					15	\$ -		\$ -		\$ -
Portable Stage Dolly, Minimum Capacity 8 Stages)					75	\$ -		\$ -		\$ -
Choral Riser, 3 Step - 48-64 Group Capacity					60	\$ -		\$ -		\$ -
Choral Riser, 3 Step -48" Wide Pie Shaped					48	\$ -		\$ -		\$ -
Seated Riser, Height Adjustable					120	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -
Total For Premium Product Offering									\$	-

Evaluated Total	\$	-
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TO14000 Cost Schedule

Section 4.7 Cafeteria Market Basket

Offeror's Name	MSRP List Number/Date
Instructions:	
1	Vendors must ALL CELLS highlighted in yellow.
2	Vendors must refer to section 4.7 of RFP TO 14000 for complete description of items listed below.
3	The combined totals for Standard Product Offering and Premium Product Offering will be the evaluated figure.
4	Vendor will not be considered responsive for Section 4.7 if they do not provide a product for every item listed below.
5	Brand of the item being offered for this sub-category item.
6	Collection of the item being offered for this sub-category item.
7	Model Number of the item being offered for this sub-category item.
8	MSRP (Manufacture Suggested Retail Price) of the item being offered for this sub-category item.
9	Appropriate Tier % Discount (FOB Destination) determined by the MSRP Total and the Tiered Sales Volume.
10	Appropriate Tier % Discount (FOB Origin) determined by the MSRP Total and the Tiered Sales Volume.

Example This example is for illustrative purposes only

Cafeteria Sub-Categories	Brand	Collection	Model Number	MSRP Price	Order Qty	MSRP Total	Appropriate Tier Discount (FOB Destination)	Sell Price Total (FOB Destination)	Appropriate Tier Discount (FOB Origin)
Round Mobile Table (60") w/ Attached Bench Seats	Tables Direct	Lunchroom Collection	RMT30-AttBen	\$ 2,250.00	20	\$ 45,000.00	52.00%	\$ 21,600.00	56.75%
Oval Mobile Table (27" X 46" X 121") w/ attached Stools (12 Minimum)	Tables Direct	Lunchroom Collection	OMT2746121-AttSt	\$ 3,500.00	100	\$ 350,000.00	58.00%	\$ 147,000.00	62.75%
Rectangular Mobile Table (27" X 30" X 96") w/ Attached Bench Seats	Tables Direct	Lunchroom Collection	RMT273096-AttBen	\$ 2,950.00	50	\$ 147,500.00	55.00%	\$ 66,375.00	59.75%
Round Bistro Table (36")	Tables Direct	Fancy Stuff	RDBIS36	\$ 600.00	30	\$ 18,000.00	50.00%	\$ 9,000.00	54.75%

Tiers	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Tiered Sales Volume	\$5,000 or Less	\$5,001 to \$20,000	\$20,001 to \$50,000	\$50,001 to \$150,000	Over \$150,000
Estimated Annual Volume	\$2,500,000	\$3,000,000	\$2,000,000	\$1,500,000	\$2,000,000

Standard Product Offering

Cafeteria Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)
Round Mobile Table (60") w/ Attached Bench Seats					20	\$ -		\$ -	
Oval Mobile Table (27" X 46" X 121") w/ attached Stools (12 Minimum)					100	\$ -		\$ -	
Rectangular Mobile Table (27" X 30" X 96") w/ Attached Bench Seats					50	\$ -		\$ -	
Round Bistro Table (36")					30	\$ -		\$ -	
Totals						\$ -		\$ -	
								Total For Standard Product Offering	\$

Premium Product Offering									
Cafeteria Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)
Round Mobile Table (60") w/ Attached Bench Seats					20	\$ -		\$ -	
Oval Mobile Table (27" X 46" X 121") w/ attached Stools (12 Minimum)					100	\$ -		\$ -	
Rectangular Mobile Table (27" X 30" X 96") w/ Attached Bench Seats					50	\$ -		\$ -	
Round Bistro Table (36")					30	\$ -		\$ -	
Totals						\$ -		\$ -	
Total For Premium Product Offering									\$
Evaluated Total									\$

Sell Price Total (FOB Origin)
\$ 19,462.50
\$ 130,375.00
\$ 59,368.75
\$ 8,145.00

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Sell Price Total (FOB Origin)
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

Sell Price Total (FOB Origin)	
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
	-
	-

TO14000 Cost Schedule

Section 4.8 Lecture Hall Market Basket

Offeror's Name	MSRP List Number/Date
Instructions:	
1	Vendors must ALL CELLS highlighted in yellow.
2	Vendors must refer to section 4.6 of RFP TO 14000 for complete description of items listed below.
3	The combined totals for Standard Product Offering and Premium Product Offering will be the evaluated figure.
4	Vendor will not be considered responsive for Section 4.6 if they do not provide a product for every item listed below.
5	Brand of the item being offered for this sub-category item.
6	Collection of the item being offered for this sub-category item.
7	Model Number of the item being offered for this sub-category item.
8	MSRP (Manufacture Suggested Retail Price) of the item being offered for this sub-category item.
9	Appropriate Tier % Discount (FOB Destination) determined by the MSRP Total and the Tiered Sales Volume.
10	Appropriate Tier % Discount (FOB Origin) determined by the MSRP Total and the Tiered Sales Volume.

Example										
This example is for illustrative purposes only										
Lecture Hall Sub-Categories	Brand	Collection	Model Number	MSRP Price	Order Qty	MSRP Total	Discount (FOB)	(FOB)	Discount (FOB)	(FOB Origin)
Single Seat Cinema (upholstered seat/back)	Cinema Seating Plus	Deluxe Seating	SSC-12345	\$ 300.00	50	\$ 15,000.00	47.00%	\$ 7,950.00	52.00%	\$ 7,200.00
Lecture Hall Single Seat Seating (no arm, upholstered seat/back)	Lecture Hall Wholesale	Regal Seating	RSWOA-1400	\$ 1,500.00	250	\$ 375,000.00	56.00%	\$ 165,000.00	59.00%	\$ 153,750.00
Lecture Hall Single Seat Seating (with arms, plastic seat/back, wheels)	Lecture Hall Wholesale	Regal Seating	RSWA-1500	\$ 750.00	150	\$ 112,500.00	53.00%	\$ 52,875.00	56.00%	\$ 49,500.00
Lecture Hall Single Seat Seating (no arms, plastic seat/back, wheels)	Lecture Hall Wholesale	Regal Seating	SRSPWOA-1150	\$ 500.00	100	\$ 50,000.00	51.00%	\$ 24,500.00	54.00%	\$ 23,000.00

Tiers	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Tiered Sales Volume	\$5,000 or Less	\$5,001 to \$20,000	\$20,001 to \$50,000	\$50,001 to \$150,000	Over \$150,000
Estimated Annual Volume	\$2,500,000	\$3,000,000	\$2,000,000	\$1,500,000	\$2,000,000

Standard Product Offering

Lecture Hall Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Single Seat Cinema (upholstered seat/back)					50	\$ -		\$ -		\$ -
Lecture Hall Single Seat Seating (no arm, upholstered seat/back)					250	\$ -		\$ -		\$ -
Lecture Hall Single Seat Seating (with arms, plastic seat/back, wheels)					150	\$ -		\$ -		\$ -
Lecture Hall Single Seat Seating (no arms, plastic seat/back, wheels)					100	\$ -		\$ -		\$ -
Lecture Hall Double Seat Seating (single base with auto-return)					75	\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -
								Total For Standard Product Offering	\$	-

Premium Product Offering

Lecture Hall Sub-Categories	Brand (5)	Collection (6)	Model Number (7)	MSRP Price (8)	Order Qty	MSRP Total	Appropriate Tier % Discount (FOB Destination) (9)	Sell Price Total (FOB Destination)	Appropriate Tier % Discount (FOB Origin) (10)	Sell Price Total (FOB Origin)
Single Seat Cinema (upholstered seat/back)					50	\$ -		\$ -		\$ -
Lecture Hall Single Seat Seating (no arm, upholstered seat/back)					250	\$ -		\$ -		\$ -
Lecture Hall Single Seat Seating (with arms, plastic seat/back, wheels)					150	\$ -		\$ -		\$ -
Lecture Hall Single Seat Seating (no arms, plastic seat/back, wheels)					100	\$ -		\$ -		\$ -

Lecture Hall Double Seat Seating (single base with auto-return)					75	\$ -		\$ -		\$ -
						\$ -		\$ -		\$ -
Totals						\$ -		\$ -		\$ -
									Total For Premium Product Offering	\$ -
									Evaluated Total	\$ -

TO14000 Education Furniture

Section 2 Required Information

Supplier Name:

Authorized Representative:

Instructions:

Reference TO14000 RFP Section 2.5 and 2.10 for full instructions.

2.5 Geographic Coverage: Click the associated box to indicate which States and Product Categories your firm will c

2.5 Government Contracts: Complete the requested information for your firm's current State and Local Governme
for the provision of education furniture.

2.10 OEM Contract and Usage Report Administrator: Complete the requested information for your firm's OEM Co
Administrator.

2.5 Geographic Coverage

State	General Education Furniture	Filing, Storage, Accessories	Residential Furniture	Outdoor Furniture
Alabama	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alaska	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arizona	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arkansas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
California	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colorado	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Connecticut	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delaware	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Florida	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hawaii	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Idaho	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Illinois	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indiana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Iowa	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kansas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kentucky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Louisiana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maryland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Massachusetts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minnesota	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mississippi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Missouri	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Montana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nebraska	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nevada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New Hampshire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New Jersey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New Mexico	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New York	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
North Carolina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
North Dakota	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ohio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oklahoma	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oregon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pennsylvania	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rhode Island	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
South Carolina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
South Dakota	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tennessee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utah	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vermont	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Virginia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washington	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
West Virginia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wisconsin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.10 Supplier Contract Administrator

Administrator Name	Phone	Email

2.10 Usage Report Administrator

Administrator Name	Phone	Email

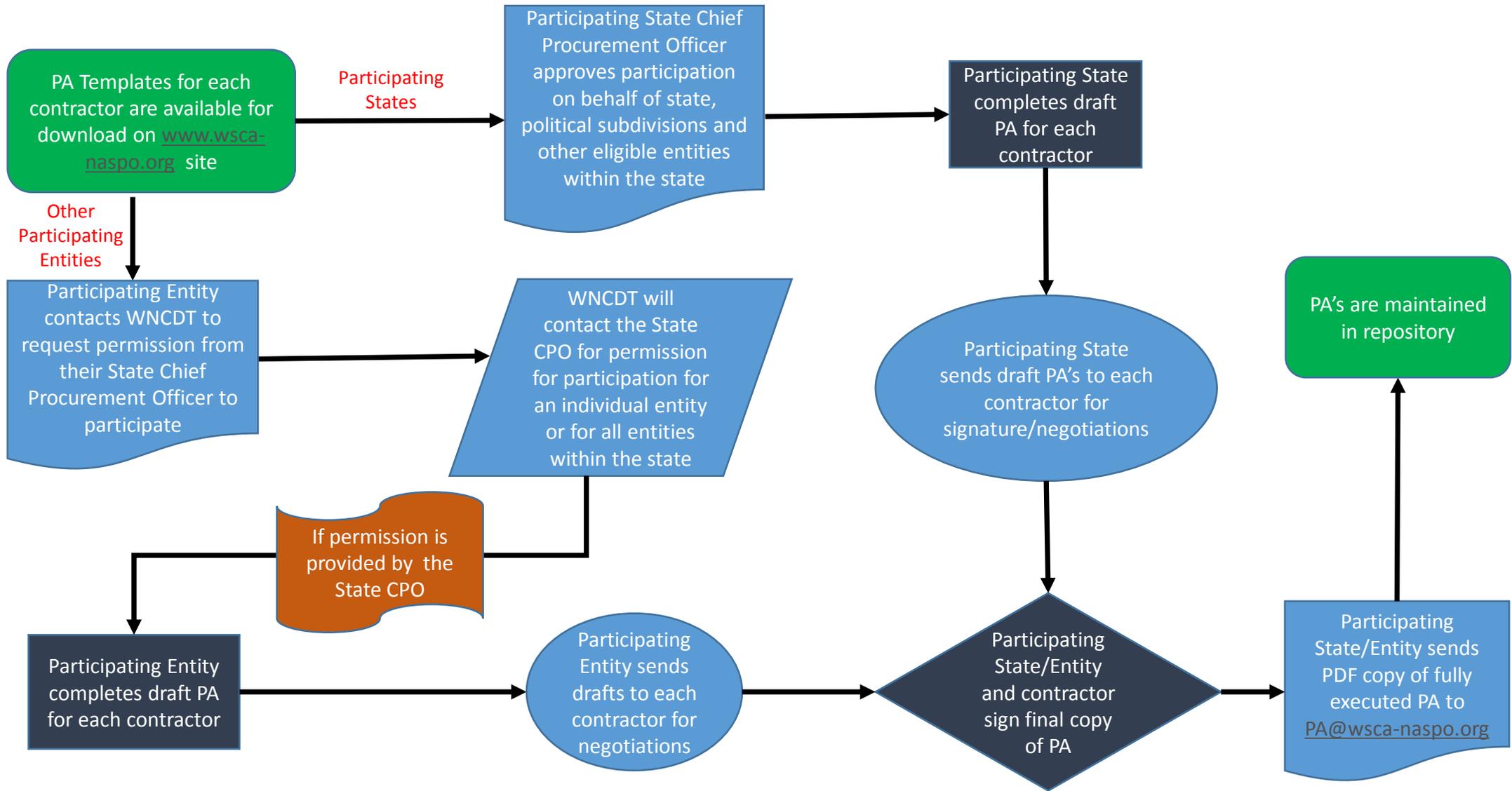
offer full coverage.

ent Contracts in the United States

ntract Administrator and Usage Report

Stages and Risers	Cafeteria Furniture	Lecture Hall/Auditorium
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Participating Addendum Process Flow Chart



Overall Bid Questions

Question 1

DMF is a current contract holder with the State of Utah in the Parks Category and many of these items cross over into that category. Do we need to reflect our pricing agreement there or should this discount system be considered wholly separate? **(Submitted: Dec 4, 2013 3:49:34 PM MST)**

Answer

- What is the contract number? **(Answered: Dec 6, 2013 10:06:20 AM MST)**

Question 2

DMF is a current contract holder with the State of Utah in the Parks Category and many of these items cross over into that category. Do we need to reflect our pricing agreement there or should this discount system be considered wholly separate? **(Submitted: Dec 4, 2013 3:49:35 PM MST)**

Question 3

The RFP references that vendors must have the ability to service all 50 states. Will we know which states will be participating in the contract or will we need to assume it's all 50? **(Submitted: Dec 6, 2013 9:48:08 AM MST)**

Answer

- When the RFP is released it will list all State's that have signed an intent to participate. All State's will have the opportunity to analyze the awarded contracts to determine if they wish to sign a participating addendum **(Answered: Dec 6, 2013 10:06:20 AM MST)**

Question 4

Installation services are capped at 5% of the purchase order total Different product lines require different amounts of labor to instal Will there be an option to propose higher labor percentages for more labor intensive product lines? **(Submitted: Dec 6, 2013 9:50:23 AM MST)**

Answer

- Thank you for your comment. The purpose of releasing this draft copy is for industly experts to comment and make suggestions. Please submit a suggestion, based on your experience, for the installation fee cap. **(Answered: Dec 6, 2013 10:06:20 AM MST)**

Question 5

Usage Reporting/Administrative Fee: Under sections 1.17 and 1.18 a.25% fee is referenced. Is this the same fee or separate fees that will total .5%? Also, at the time of submitting the pricing will vendors know what states are participating? This is needed to determine if there are any additional, state fees that will apply. **(Submitted: Dec 6, 2013 10:02:49 AM MST)**

Answer

- WSCA-NASPO requires an administrative fee of .25% (not .5%) of sales and services be paid quarterly. This fee shall be incorporated into the pricing you submit. Other participating States may also require an administration fee that would be negotiated during the participating addendum process with that State. Contracted Suppliers would be allowed to reduce the discount(s) offered to offset these additional State administrative fees. **(Answered: Dec 6, 2013 10:12:03 AM MST)**

Question 6

Dedicated Website: The potential number of entities participating in the contract could be very high. Is it the expectation that a vendor will establish a different web site for each entity and continue to create websites for additional entities that access the contract? Will it be an option to establish a single website that contains all the information for products and terms/conditions associated with the contract? **(Submitted: Dec 6, 2013 10:07:34 AM MST)**

Answer

- Typically contracted suppliers provide a link from their website titled State and Local Government. That link then has a list of participating entity links that provide the required information. The intent is to provide a link for end users in a participating State to view products, services, pricing, and contact information, etc. Section 4 Website allows you to submit information describing the site. **(Answered: Dec 6, 2013 10:18:00 AM MST)**
- Thank you for your suggestion. After all comments, suggestions, and information have been received, they will be compiled and reviewed and discussed with the sourcing team. Any updates considered appropriate will be made to the documents before the RFP is released. We appreciate your- review and comments. **(Answered: Dec 6, 2013 10:30:27 AM MST)**

Question 7

Item 2.8 Damage and/or Incorrect Product: Carriers require that report of concealed damage be made within 15 calendar days of receipt. To ensure the servicing dealer/vendor has adequate time to get on site and call the carrier, we are requesting that the receiving entity be required to contact the dealer/vendor within 7 calendar days of receipt of product to report concealed damage. **(Submitted: Dec 6, 2013 10:25:13 AM MST)**

Answer

- Thank you for your suggestion. After all comments, suggestions, and information have been received, they will be compiled and reviewed and discussed with the sourcing team. Any updates considered appropriate will be made to the documents before the RFP is released. We appreciate your review and suggestions. **(Answered: Dec 6, 2013 10:31:33 AM MST)**

Question 8

Our company is a furniture manufacturer. We also manufacture laptop carts for various companies. Would the state/WSCA be willing to allow manufacturers the option of offering laptop/tablet carts and laptops/tablets as a bundle package? **(Submitted: Dec 9, 2013 9:46:11 AM MST)**

Answer: This contract will not include laptops and tablets.

Question 9

I am a furniture dealer that represents a variety of manufacturers to school districts and government agencies in Utah and Idaho. In section I.I it references that your intent is to go through OEMs or nationwide distributors. I am neither. I am unclear as to what your intentions for the local dealer are. Based on my review of the draft contract, it looks like you need to be a national dealer to participate in this contract, preventing local dealers from participating in a contract. I know this is not what the school districts would want. This would limit their choices and services that we have been able to successfully provide for many years. Am I correct in this assumption? It appears to me that this contract would only favor the national dealers. In what part of this contract do I participate as a local dealer? If a manufacturer participates in this contract, would my company simply be one of its servicing dealers that does not directly participate in the process? **(Submitted: Dec 10, 2013 3:53:02 PM MST)**

Answer: We have amended the nationwide requirement to hopefully allow more dealers to participate. Our goal is to provide coverage for the entire nation, which can be difficult in terms of number of contracts to manage if there isn't some sort of requirement on geographic coverage.

Question 10

How are the product categories and subcategories determined, and why must a vendor provide a product for every item listed in the category? Some categories include excessively specialized products that some manufacturers do not provide. For example, in 4.6 Public Space Detail, cinema seating is a required item. I know of several manufacturers that offer a variety of stages and risers but do not offer cinema seating, which seems to me to be a separate, specialized category. Does this mean that these perfectly viable brands of stages and risers cannot be considered for the contract because they do not also produce cinema seating? **(Submitted: Dec 10, 2013 4:06:21 PM MST)**

Answer: The Stages and Risers Product Category has been separated from the Auditorium and Lecture Hall Product Category.

Question 11

Section 1.15 Price Escalation indicates that the OEM may only update pricing once every 18 months after the first year of the contract. This seems excessive, especially given changes in fuel costs and other expenses over time that affect destination pricing. Most OEMs will typically update list prices yearly. Is it too much to ask that this period of 18 months be reduced to 12? A better discount will probably be the result of this change. **(Submitted: Dec 10, 2013 4:19:17 PM MST)**

Answer: Price guarantee period has been changed to 12 months.

Question 12

Questions 10 and 11 help show the problems for many OEM and distributors. Most Distributors/Dealers carry many products to supply the school market you are eliminating the individual dealers. How do you plan on getting the individual dealer support needed for orders, selection, delivery and installation. **(Submitted: Dec 11, 2013 12:49:41 PM MST)**

Answer: See Question 9.

Question 13

Does a manufacturer need to submit their product line or can a dealer bid the line? **(Submitted: Dec 11, 2013 2:37:39 PM MST)**

Question 14

Does the WSCA NASPO contract request a national point-of-contact, or should the point-of-contact be responsible for the originating state of Utah? **(Submitted: Dec 11, 2013 8:51:50 PM MST)**

Answer: The point of contact does not have to originate from Utah.

12/18/13

BidSync: Questions on Bid#T014004 History

Question 15

May we request a list of current participating states and municipal/educational agencies of WSCA NASPO? **(Submitted: Dec 11, 2013 8:53:56 PM MST)**

Answer: That information will be provided in the RFP document to be released.

Question 16

Will there be provisions for a furniture manufacturer to present alternate, progressive methods for furnishing 21st Century Classrooms? We would like to submit proprietary information and concepts as part of our offering. **(Submitted: Dec 11, 2013 8:55:52 PM MST)**

Answer: Offerors must comply with all minimum mandatory requirements listed in the RFP document.

Question 17

TO 14004 requests all design services to be included in the cost of furnishings. Should we expect this to support and enhance the services of architect's specifications or drawings (especially in the case of new construction)? Does this include field verification of critical dimensions for furniture specified for new buildings? **(Submitted: Dec 11, 2013 9:01:17 PM MST)**

Answer: Contracted suppliers are expected to comply to all requirements stated in the RFP with respect to Design and Installation Services.

Question 18

We are a furniture manufacturer with products that would fall into five of the six categories. Based on the wide variety of products - even within a specific category- and what is entailed in the installation of the products, it is extremely difficult to put a percent cap on installation based on the purchase order total. Our suggestion would be to have installation quoted to the participating entity on a case-by-case basis, thereby giving the participating entity the best value. **(Submitted: Dec 12, 2013 10:05:03 AM MST)**

Answer: We have changed the installation cap.

Question 19

Transformations Furniture would like to suggest that you consider either a tightening of the specs towards renewable furniture or creating a separate category specifically for renewable furniture. We have included a link

to our? Trash the Chair? video Our Story? Trash the chair demo www.transformationsfurniture.com/trash-the-chair/ We can provide further information showing the value, sustainability, and cost effectiveness of renewable furniture. Your consideration for value added upholstered furniture is appreciated. (Submitted: Dec 12, 2013 11:08:25 AM MST)

Answer: We support sustainability measures and will evaluate offers from any firm that meet the mandatory requirements and other stated requirements.

Question 20

Will you be allowing submittals for single line items? (Submitted: Dec 12, 2013 11:11:03 AM MST)

Answer: All submittals must meet the requirements of the RFP which have specific requirements for responses to product categories. For those firms who do not have a full product offering, there is an option to partner with other firms. Only proposals that meet all RFP requirements will be considered and evaluated.

Question 21

Can a Manufacturer choose the States that it wishes to extend the contract to or is a manufacturer obliged once a State expresses their intent to be part of the Addendum? (Submitted: Dec 12, 2013 3:57:18 PM MST)

Answer: If your firm has coverage for that State, then we would anticipate that you would work with that interested State. If there are some circumstances that prevent you from doing so, you may submit a request to me for consideration.

Question 22

In 1.13, you mention installation has a 5% cap. This does not allow for enough cost coverage for labor-intensive projects. As a suggestion, on other similarly awarded contracts we hold, we have put in a 15% cap on installation and 25% if the member agency requires prevailing wage or union labor be utilized. (Submitted: Dec 13, 2013 6:29:26 AM MST)

Answer: The installation cap has been changed.

12/18/13

BidSync: Questions on Bid #T014004 History

Question 23

In 3.2, you state a website must be created for each member. While we have an online catalog, this is only a very small sampling of what is available. We are a full-line distributor of multiple furniture manufacturers. It is unrealistic for us to provide a website for each and every product these suppliers provide. We could provide links to each awarded manufacturers website, a discount schedule, etc. (Submitted: Dec 13, 2013 6:33:20 AM MST)

Answer: Contracted Suppliers must provide contract information to end users specific to the this contract in the timeline and manner described in the RFP document.

Question 24

How much time will be allowed between the announcement of the RFP and its due date? Based on the product detail requirements as specified in section 4.1, it would be suggested to allow at least 3-4 weeks as what you are requesting, especially from distributors, would take a great deal of time to assemble. (Submitted: Dec 13, 2013 6:34:47 AM MST)

Answer: Our goal is to allow at least 6 weeks.

Question 25

Pg. 21? FREIGHT TERMS

Contractor shall offer to ship FOB Destination or allow purchasing entity to make freight arrangements FOB Origin. Allowing the purchasing entity to make freight arrangements is not something that we do with any of our

other contracts. Our price list terms are FOB point of shipment, prepaid and allowed to one continental U.S. or one Canadian destination. Your price sheet requires we provide discounting for both situations. Will you allow ^{State of Utah} ^{Bid TO14000} POB Destination or our price list terms only? I don't think that we would want the customer making shipping arrangements, this would be concerning for many areas of the business (Submitted: Dec 13, 2013 7:49:44 AM MST)

Answer: Our research has determined that while it is less common, there are instances when the purchasing entity would prefer to make their own freight arrangements at their own expense and risk. For this reason, the resulting contracts will offer both methods.

Question 26

Pg. 21? PROPOSAL OFFER FIRM

Proposal must be valid for 180 days after due date. If we have a price increase during the 6 months, we could essentially be required to hold old price for longer than one year if you wait for the full 180 days to make awards. Could this timeframe be reduced, or some language added to insure that we start out with current price lists if we're required to hold them for 12 months after award? (Submitted: Dec 13, 2013 7:51:22 AM MST)

Answer: This has been changed.

Question 27

Pg. 33? INSTALLATION SERVICES

e. The cost of additional cleaning shall be re-imbursed by contractor if not ready by designated move in date? Where will this date be documented and agreed to? (Submitted: Dec 13, 2013 7:52:01 AM MST)

Answer: On the purchase order.

Question 28

Reporting? we must report and pay on services (install) also. This is HIGH maintenance for dealer bills on a state contract, let alone a nationwide coop. Will this be a direct bill only contract and if not, will WSCA accept reports and payments for dealers on their services only? (Submitted: Dec 13, 2013 7:53:06 AM MST)

Answer: The WSCA-NASPO quarterly reporting requires one report per contractor. If your firm will be attending the Pre-proposal Meeting, we can demonstrate the website access for reporting, which suppliers report to be very user friendly. WSCA-NASPO recorded over \$9 billion in sales last year, and has dedicated personnel for administrative reporting.

Question 29

With the entire submission being submitted online via bidsync, how can it be ensured that confidential

information will not be released? Typically a contract of this size is submitted in a hard copy and/or electronic copy such as a CD, would that be considered an acceptable form of submission to protect the vendor?

Answer: The instructions for submitting protected information is provided in Section 1.20 Protected Information. I have added more detail. Protected information must be segregated in a separate document titled Section 7 Protected Information with reference to the appropriate Section, Title, or Subcategory of the RFP document.

Installation is capped at 5% with the various state requirements and wage requirements it seems extremely low.

Most Price Lists are released once a year, not 18 months. An update allowed every 12 months seems much more realistic.

Answer: Both of these have been changed.

When the official contract is open for bid, will we know what each states fees will be?

Answer: No. You may reduce your discount when signing a participating addendum with a State that requires an administrative fee to compensate for the fee amount. The WSCA-NASPO fee of .25% must be incorporated into your discount structure(s) offered in response to this RFP.

Freight charges vary by item and delivery location. Shipping to HI and AK is typically more expensive than shipping to Utah. To be able to offer the customer a competitive price, shipping to AK and HI would not be possible.

Answer: Contracted Suppliers do not pay for freight on shipments all the way to Hawaii or Alaska. Contracted Suppliers include freight cost to the nearest West Port in California. Hawaii and Alaska then pay freight from the West Port (California) to the final destination in their State.

To create a website within 90 days of this caliber is not always possible. Possibly a longer period would be more realistic with the goal of 90 days.

Answer: We will work with contracted suppliers on the website creation process.

With so many delivery options it seems it may be overwhelming for a customer trying to order.

It is stated that owner's manuals are to be posted on the website. Would it be acceptable to have this information available upon request and emailed to the customer if needed?

Answer: Yes.

Customer service representatives must be available from SAM to 5PM. Is that required for AK and HI time as well?

Answer: The time frame is for your firms' location.

In the pricing spreadsheet you have fixed seating in the stages category. Fixed seating could go into a category of its own being that it would require being permanently fixed to the building and would require different

Answer: We have separated Lecture/Auditorium into its own category.

Question 30

Does every item within a category have to come from the same manufacturer? Can a dealer bid it with different manufacturers for products within the same category or could a manufacturer create a teaming arrangement with other manufacturers to be able to provide the entire category? (Submitted: Dec 13, 2013 10:59:00 AM MST)

Answer: No, product can come from a variety of sources. Yes, a dealer may partner with more than one manufacturer.

Question 31

PI 1, section 1.12: The RFP states the term of the contract is 5 years. What are the termination rights for the State and the contractor? (Submitted: Dec 13, 2013 12:24:37 PM MST)

Answer: The terms and conditions will be included in the official RFP release.

Question 32

1.2 RFP Objective? After award, can a manufacturer choose not to sign a participating addendum with a participating State? (Submitted: Dec 13, 2013 12:27:44 PM MST)

Answer: Typically no, but if there were a rare occurrence with extenuating circumstances, I would certainly review a request from a contracted supplier to object to signing a participating addendum with a State.

Question 33

12/18/13

BidS c: Questions on Bid #T014004 History

1.15 Price Escalation? Installation Services?: The intent of this section is unclear; please describe in more detail what the requirements, or limitations, are for this section. Can manufacturers increase the installation cap in accordance with the timeframes outlined in the product portion of this section? Installation Services? the bid requires ?installation fees shall have a cap of 5% of purchase order total? We recommend removing this cap. A major consideration is our dealer's ability to provide delivery services for smaller transactional orders and the financial burden this cap may impose. For example, if installation is required for a \$200 net order and our dealer is required to send a man and a truck to service the order, the dealer will only have \$10 to cover all costs. (Submitted: Dec 13, 2013 12:28:04 PM MST)

Answer: The installation cap has been changed.

Question 34

1.22 Freight Terms? Can a manufacturer respond with discounts applicable to only one freight term; for example, can a manufacturer offer all discounts based on F.O.B. Destination? Manufacturers may have difficulty satisfying both freight requirements. (Submitted: Dec 13, 2013 12:28:15 PM MST)

Answer: Our research has determined that while it is less common, there are instances when the purchasing entity would prefer to make their own freight arrangements at their own expense and risk. For this reason, the resulting contracts will offer both methods. Therefore, offers must include a discount structure for both methods.

Question 35

2.7 Delivery? Drop Ship?? We recommend removing the following language from this definition? or a position immediately adjacent to the delivery vehicle.? This would require a dealer to assist with unloading the truck and would eliminate the intended savings a? drop ship? category would offer. If a dealer must assist with the delivery then the discounts received by WSCA would be similar to the? inside delivery? category. (Submitted: Dec 13, 2013 12:28:25 PM MST)

Answer: If a purchasing entity requests drop ship delivery, they accept responsibility for the conditions of that type of delivery.

Question 36

4.1 General Information (page 35) ?Warranty?: The bid requires manufacturers to differentiate between standard and premium quality product; in the ?warranty? section, the bid provides an example of a 5 year warranty vs. a 10 year warranty that would satisfy this requirement. In reviewing the minimum product specifications on pages 36 ? 54 many of these categories require a minimum warranty of 10 years. It is our recommendation that WSCA consider reducing this minimum standard warranty requirement to 5 years. This will provide WSCA with a broader range of value priced products to support end customers and will allow manufacturers to appropriately differentiate between standard vs. premium quality products. (Submitted: Dec 13, 2013 12:28:36 PM MST)

Answer: Through careful research and input from many sources we have determined that the minimum warranties are fair and equitable.

Question 37

4.2 General Education Furniture, page 39: The bid requires? all seating in response to this category must meet ANSI/BIFMA X6.1-2012 Educational Seating? Testing,? we recommend updating this language to reflect ?seating in response to this category must meet ANSI/BIFMA X6.1 ? 2012 Educational Seating? Testing or ANSI/BIFMA X5.1 ? 2011, as applicable.? Task chairs are typically tested to X5 .1 not X6.1. (Submitted: Dec 13, 2013 12:28:49 PM MST)

Answer: Given that the seating will be used in an education setting, we have opted to require that the seating meet the Education Seating requirements.

Question 38

4.2 General Education Furniture, page 39, letter c: The bid requires ?polyurethane foams, as applicable, shall have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam Minimum IFD Softness value is 28-32.? We recommend removing this specification as the foam in the chair should be covered underneath the manufacturer's standard warranty. (Submitted: Dec 13, 2013 12:29:01 PM MST)

Answer: We have determined that the density requirement is the appropriate minimum requirement.

Question39

BidSync: Questions
on Bid #T014004
History

4.2 General Education Furniture, page 41, letter e: ?Manufacturer?s name plate shall not be exposed or visible? We recommend allowing a small visible logo as many manufacturers brand their products with their logo. (Submitted: Dec 13, 2013 12:29:11 PM MST) State of Utah Bid TO14000

Answer: We just ask that the logo not be visible or obvious. We don't mind if it is located in an inconspicuous place.

Question 40

4.2 General Education Furniture, page 37: ?Each offeror must respond with wheelchair accessibility/ADA compliant options.? it is our understanding that ADA compliance is only applicable to furniture that is ?attached? and not to furniture that is freestanding. Please confirm that wheelchair accessibility is acceptable. Our recommendation would be to update the requirement in the 4.2 General Education Furniture Market Basket from ?ADA Compliant Desks 26?? 34? H? to ?Wheelchair Accessible Desks 26?? 34? H.? (Submitted: Dec 13, 2013 12:29:24 PM MST)

Answer: We ask that you have ADA compliant product available. Wheelchair accessibility is acceptable.

Question 41

4.2 General Education Furniture Market Basket Cost Sheet ?
? We recommend removing the ?Science Lab Tables 24?W x 48? L Chem Res. Top? and ?Demonstration Tables Mobile w/sink 2 Door/3 Drawer? within the General Education Market Basket. These items are specialty items which will eliminate manufacturers from being able to respond to this category within the bid. We recommend creating a ?lab? category or including these two items within the 4.3 category ?Storage and Accessories Market Basket? in which similar items are listed (for example, ?Mobile Lab Unit w/Sink?). (Submitted: Dec 13, 2013 12:29:51 PM MST)

Answer: Agreed.

Question 42

4.2 General Education Furniture Market Basket Cost Sheet -
We would recommend for the specification ?Nesting Chairs 21? x 33? w/ganging? changing the ?ganging? hardware requirement as an optional requirement; typically the intent of nesting chairs is for ease of movement & storing, ganging hardware doesn't allow nesting chairs to be utilized for this purpose. asket Cost Sheet ? (Submitted: Dec 13, 2013 12:30:37 PM MST)

Answer: Agreed.

Question 43

4.2 General Education Furniture Market Basket Cost Sheet? (Submitted: Dec 13, 2013 12:30:54 PM MST)

Question 44

We recommend for the? Folding Chairs Plastic w/contoured seat/back? specification to allow a substitute product that has the same form, fit, or function as what is specified. For example, a contoured polypropylene nesting chair or a metal folding chair). (Submitted: Dec 13, 2013 12:31:27 PM MST)

Question 45

4.2 General Education Furniture Market Basket Cost Sheet?

We believe by incorporating the above recommended changes, this will allow more vendors to respond to the market baskets resulting in increased competition and a better overall value for WSCA. (Submitted: Dec 13, 2013 12:31:53 PM MST)

Answer: Agreed

Question 46

General Question ? can manufacturers partner with other manufacturers in order to offer all products within a category? (Submitted: Dec 13, 2013 12:32:03 PM MST)

Answer: Yes.

Question 47

P 12, section 1.13: In order to account for low quantity/single unit orders, varying product options within a market basket, delivery to remote areas, after-hour installs, labor rates, and other variables, we request the installation services be negotiable. If there must be a cap, we recommend no less than 12%. Note however that a cap may become a "standard rate", where the cap will always be charged. In this scenario, the end user may actually pay more under a cap scenario versus a negotiated rate scenario. (Submitted: Dec 13, 2013 12:35:21 PM MST)

Answer: The installation cap has been changed.

Question 48

P 12, section 1.16: Please explain what is meant by a price decrease. Is this limited to a reduction supplied by a nationwide notice of price adjustment to the published list price? This would be consistent with the price increase requirement. (Submitted: Dec 13, 2013 12:35:33 PM MST)

Answer: We would be entitled to a price reduction that your firm makes to the MSRP or other price list

Question 49

P14, section 1.18: Is this a repeat of section 1.17 sections A&B? (Submitted: Dec 13, 2013 12:35:46 PM MST)

Answer: Yes, Thanks.

Question 50

P 17, section 1.22: Can a contractor choose to offer only one freight term option or must they offer both FOB Destination and FOB Origin? Most contracts focus on one method in order to allow for effective cost control, thereby lowering the cost to the end-user. (Submitted: Dec 13, 2013 12:35:56 PM MST)

Answer: No. Offers must include a discount for both methods.

Question 51

P28, section 2.11: In an effort to reduce costs, thereby lowering the final cost for the purchasing entity, can the Customer Service Representative time available be adjusted to reflect one 10 hour shift? (Submitted: Dec 13, 2013 12:36:06 PM MST)

Answer: The time period applies to your office location's time zone. Generally speaking, we want to be able to reach someone when we call. If we call after hours (for your time zone), a call back the next day is appropriate.

Question 52

P35, section 4.1: Please allow a contractor to offer a substitute product that has similar form and meets the same functionality as the specified product. For example, a manufacturer could offer a metal folding chair versus the plastic folding chair. This would allow more manufacturers to bid on each product category, strengthening the resulting awarded contract(s). (Submitted: Dec 13, 2013 12:36:17 PM MST)

Answer: We devised the market baskets based on the types of furniture that our end users require. We have many purchasing entities that will require plastic folding chairs. We do allow offerors to partner with others to provide all the products required.

Question 53

P35, section 4.1: Please permit a contractor to bid on a subset of products within a product category without disqualification, as this will allow for more responses and drive a more competitive award. If maintaining the current scoring method is critical one option would be to add more market baskets. In particular, rather than one General Education Furniture Category, market baskets could be defined at the Desks, Tables, Seating and

<https://www.bids.c.com/DPX?ac=aucqlist&auc=1951557&mdid=all&printable=Y>

Answer: We tried to develop the market baskets and product categories in a way that allowed for as much competition as possible, but also kept the solicitation and resulting contracts to a manageable level. 9/14

Lounge subcategory levels. **(Submitted: Dec 13, 2013 12:36:27 PM MST)**

Question 54

P35, section 4.1: The current product market baskets include a wide range of products. In order to provide the end user with the best, most cost effective solution at each sub-category level it is necessary to allow manufacturers to bid on a subset of the market basket. In particular, for the Public Spaces category, we request portable stages and risers be separated from fixed lecture hall & auditorium seating. **(Submitted: Dec 13, 2013 12:36:42 PM MST)**

Answer: Agreed.

Question 55

Can tier breaking points be adjusted or are they fixed as represented in the pricing sheets? Allowing the contractor to adjust the tier breaking points may provide the purchasing entity a better value. **(Submitted: Dec 13, 2013 12:37:03 PM MST)**

Answer: In order to evaluate all offers fairly and consistently, we need the tiers to be the same for all.

Question 56

If there must be an install cap, we recommend 16.5% **(Submitted: Dec 13, 2013 12:59:31 PM MST)**

Answer: Installation cap has been changed.

Question 57

Page 9 offerors may respond to one or more of the furniture or related products categories

The General Education Furniture category includes: desks, tables, seating, and lounge seating and tables.

Our company is a manufacturer and we do not manufacture everything listed above.

However our company would like to submit a proposal can you change the solicitation to allow manufacturers that have a unique product offering, the opportunity to submit a proposal and be considered without including a product in every subcategory listed under General Education Furniture? **(Submitted: Dec 13, 2013 1:03:01 PM MST)**

Answer: We took specific suggestions into consideration. In order to fairly compare pricing, each offer must be for the same group of items.

Question 58

1.8 PRE-PROPOSAL CONFERENCE, page 13:

Can the pre-proposal conference be available via teleconference as well so that everyone can attend even if not able to attend in person?

Can you provide a pre-proposal conference attendee/company list to all bidders? **(Submitted: Dec 13, 2013 1:04:22 PM MST)**

Answer: Yes, we will offer teleconferencing and a list of attendees may be requested.

Question 59

In the description of 4.2 (see pg 38 of pg #s? pg 42 of the pdf) there is not nearly as much emphasis on the weight of products as to other aspects (Length/width/height). Our company believes that the weight of a product is important and in some products it should be a significant factor, such as folding tables. **(Submitted: Dec 13, 2013 1:08:53 PM MST)**

Answer: Thank you for your response, however, we did not receive information regarding weight as a product specification from our subject matter experts and therefore will not be using it as a factor. We encourage you to respond in any event and allow end users the options.

Question 60

Inside delivery services for display cases will run more than 5% of a products net cost with freight being additional to inside delivery. services should be ala-cart. **(Submitted: Dec 13, 2013 1:27:47 PM MST)**

Answer: Inside delivery description has been changed, and does allow for a fee.

Question 61

Price increases are typically allowed 12 months after bid process is completed. Damaged or incorrect product. Please clarify reasonable time frame. Is 10 business days reasonable? Did not see in the documents fixed lecture halls tables without swing away seating which is being used more and more each year. End users often require custom or modified tables. The contract only allows for items listed in the price book, whereas some clients need special sizes or modifications to solve a problem or unique situation. **(Submitted: Dec 13, 2013 1:36:27 PM MST)**

Answer: This has been changed.

Question 62

General Note: Due to large amount of information required, a large turnaround time would be desirable.

General Note: You may want to consider allowing deviations as long as they are clearly noted, especially since you are currently requiring a bidder to bid all or nothing per section. Someone may not be able to provide the exact product spec, but may be able to provide something very similar. It would be a shame if they couldn't bid an entire category due to not meeting the exact specs on one product.

Answer: We developed the requirements because they were determined to be the minimum requirements that would be acceptable for end users, but we also wanted to be fair to offerors and allow for competition. We do allow offerors to partner with other firms so that they may respond with a full offering.

General Note: Since this is a National contract, few dealers, if any, will be able to bid this and service the entire country to the satisfaction of WSCA/NASPO. Dealers will need to be the selling and servicing portion of the contract with the manufacturer setting the sell price. Depending upon the complexity of the product a serving dealers install portion can be anywhere from 5% to 20%. Freight will be another issue. If there is just one product from a vendor and it must ship LTL by a common carrier the customer will incur a minimum cost of \$150.00. This is where a vendor can, by making suggestions to the customer, help to alleviate expensive freight bills. Please see recommendations below on ways to mitigate these issues.

General Question: Will a bidder be allowed to bid if they cannot service all 50 states? Many do not service Hawaii or Alaska. In addition, some may have territories in the contiguous USA that they do not service as well We recommend considering bidders that cannot service all 50 states.

Answer: We made some adjustments to the requirement.

In regards to section 1.13 on page 16: Freight varies greatly for small orders. In order to offer a fair, consistent discount, we recommend allowing freight prepaid and add for orders less than \$5,000. **(Submitted: Dec 13, 2013 1:40:01 PM MST)**

State of Utah Bid TO14000
Answer: To simplify the ordering process, we have opted to have the two shipping options and will not be making any adjustments for order minimums.

Question 63

In regards to section 1.13 on page 16: A maximum of 5% install is too low. Our other national contracts range by manufacturer typically from 8% (for large volume order) to 15% (ex: outdoor furnishings installations). We recommend not capping installation at 5% and suggest proposer offers installation percentage of net price for each manufacturer. Also, we request allowing a minimum trip charge per manufacturer or product type.

In regards to section 1.14 on page 16: Many manufacturers renew their pricing at the beginning of each calendar year. Depending on when this contract is awarded, they may have to hold over old list pricing through a portion of the next calendar year. Bidders will have to take this into account and therefore may be more conservative in their discounting than if the bidder knew they could update price lists as they are published. This also causes logistical problems in working with multiple list prices instead of "current list price."

In regards to section 1.15 on page 16: Many manufacturers update pricing on a yearly basis (at least). By having an 18 month renewal period, discounts will have to take into account a potential price increase and therefore may be more conservative in their discounting than if the bidder knew they could update price lists as they are published. We recommend changing this to a maximum of 12 months or as required.

In regards to section 1.15 on page 16: Very rarely are we notified by a manufacturer of a price increase 90 days ahead of time. We recommend switching this to 30 days if that is acceptable.

Answer: The 4 previous questions....all have been changed.

In regards to section 1.17b on page 17: Can you please inform bidders of what these fees are per state? When will the "participating addendum" where we will be allowed to "adjust master agreement pricing accordingly" during bid process or post award? (Submitted: Dec 13, 2013 1:40:35 PM MST)

Answer: As you begin the participating addendum process with a new State, there will be several items to be negotiated. If the State in question has an administrative fee requirement, your firm will be allowed to reduce your discount to compensate for the percentage of the administrative fee. With that in mind, your discount offer will only incorporate the .25% administrative fee that WSCA-NASPO requires, and any State that also charges an administrative fee will allow for a discount adjustment during the participating addendum process.

Question 64

In regards to section 1.17 and 1.18 on page 17 & 18: Parts "a" and "b" appear to be the same in sections 1.17 and 1.18. You may want to consider removing one set since they are a duplicate.

Answer: Yes, thank you.

In regards to section 3 on page 35-37: Consider increasing page restrictions for all sections, especially if you want certain areas "described in detail." In particular, section 3.4's page limit should be increased because the requested 1 page resume will consume 1 of the 3 pages allowed and a lot of additional information is requested.

In regards to section 3.5 on page 36: This section implies that this bid is for a manufacturer held contract. We are an authorized dealer for approximately 200 manufacturers across the nation and were planning to bid (not all 200). Please clarify.

Answer: 3.5 a. does mention that distributors provide a distributor representation list. This is directed to both manufacturers and distributors. We look forward to your participation in this process. If this section is still not clear, please don't hesitate to submit specific questions.

In regards to section 4.1 on page 38: We suggest creating a check list with criteria listed out, possibly with columns "comply," "deviate," and "comments/notes/response (if required)." This will be easier for bidder to fill out and will be easier to evaluate responses. Also, what if bidder is bidding multiple manufacturers? We represent approximately 200 manufacturers, several of which have overlapping product lines (not that we will bid all 200 here). Are you going to want this filled out for every manufacturer bid? If so, this could become quite a bit of information.

Answer: The evaluators will need to have a clear understanding of what products you offer in each of the categories, and while that may be time consuming, it is the only way for us to evaluate your offering.

In regards to section 4.1 on page 38: Many educational manufacturers do not test to ANSI/BIFMA, so we recommend leaving these standards out.

In regards to section 4.2 on page 40-58: This is a lot of detail for a large amount of products and could be pages upon pages. For some product categories, we have manufacturers that have hundreds of pages describing these things for just their products. We recommend a more generic description or the inclusion of spec/product pages. (Submitted: Dec 13, 2013 1:41:23 PM MST)

Answer: We will allow up to 6 months after award to gain ANSI/BIFMA certifications. We will adjust the page requirements per your request.

Question 65

In regards to section 4.2 on page 40: Many educational manufacturers do not provide this requested tag/sticker and will not be able to comply. We recommend removing this requirement.

Answer: We need to be able to identify product and its origination for replacement, warranty, and other reasons.

Pricing Spreadsheet: For line item pricing, you are just requesting pricing for a sample product, correct? I want to be sure that we will be able to offer multiple manufacturers for the same product in the discount off portion of the bid.

Answer: The market basket pricing is a selected group of products that will enable us to compare pricing among the offerors. The second tab allows you to enter all your discounting structures for various brands/products. As an example, you would group together various brands/products that all carry the same discount structure. Be sure to list each brand/collection when grouping multiple items in one discount structure.

Pricing Spreadsheet: For line item pricing, will "Appropriate Tier Discount" be based on individual line item? Our other contracts typically use tiers based on total order per manufacturer ordered to be delivered at one time. So, if multiple manufacturers are ordered at one time, the discount tier is determined per manufacturer. If multiple orders are placed from the same manufacturer for different delivery times, then tier would be based on each order individually. Please confirm that this is acceptable.

Answer: For cost analysis purposes, the appropriate tier discount is based on the individual line item.

Pricing Spreadsheet: Most manufacturers don't account for delivery in their list pricing. Therefore for most of the manufacturers we represent we can offer a discount off list when delivery is not required to be included in the discounting. However, when freight needs to be included in discounting, it sometimes results in a list add (ex: +4% of list). Will this be acceptable? If not, some lines will be excluded. **(Submitted: Dec 13, 2013 1:41:36 PM MST)**

Answer: As an offeror, you will determine the discount structure for FOB Destination to include freight for delivery to any U.S. location (or nearest West Port for Alaska or Hawaii). FOB Origin is a discount structure that will not include freight.

Question 66

can participating addendums be executed at any time during the 5 year contract? Will all participating addendums expire at the end of the contract or based upon when they are signed. **(Submitted: Dec 13, 2013 1:44:15 PM MST)**

Answer: PA's can and will be signed at any time during the 5 year contract, and all PA's expire at the end of the 5 year term.

Question 67

2.6 Insurance Requirement- within 10 days of contract award.... must submit proof of insurance

doe this mean within 10 days of master agreement or within 10 days of individual project awards? **(Submitted: Dec 13, 2013 1:45:21 PM MST)**

Answer: 10 days from master agreement execution.

Question 68

12/31/2013 11:27 AM

a. when will the administrator's resume be required? ^{State of Utah} during the RFP? Also, is this the same as 3.4.g?

(Submitted: Dec 13, 2013 1:46:40 PM MST)

Answer: Yes, thank you. The resume must be submitted with the proposal.

Question 69

Fixed Seating and Fixed Lecture Halls require design services due to the complexity and numerous iterations of design. Open ended for no charge services is not feasible. A couple of revisions are normally at no charge, after that an hourly rate applies for design revisions. **(Submitted: Dec 13, 2013 1:57:15 PM MST)**

Question 70

Fixed seating is not normally sold in doubles or quads, They are priced as an each. Each order requires a seat plan. No two orders are the same and require meeting code issues, attachment to structure etc.

<https://www.bidsyic.com/DPX?ac=aucqlist&auc=1951557&rndid=all&printable=Y13/14>

(Submitted: Dec 13, 2013 2:00:10 PM MST)

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Question and Answers for Bid #TO14000 - WSCA-NASPO Education Furniture

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.