# **REQUEST FOR BID**

## STATEWIDE FURNITURE

**Category A: Systems Furniture and Accessories** 

**Category B: Private Office Furniture and Accessories** 

**Category C: Seating** 

**Category D: Desks and Tables** 

Category E: Filing, Metal Storage and Wood Case Goods

**Category F: Special Ergonomic Products** 

**Category G: Cafeteria Tables, Seating and Accessories** 

**Category H: Outdoor Furniture and Accessories** 

## RFB#28313-CN

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#### 1 INTRODUCTION AND PURPOSE

The State as represented by the Department of Administration (DOA), State Bureau of Procurement (Bureau) intends to use the results of this process to establish mandatory statewide contract for furniture.

The contract resulting from this RFB will be utilized by approximately fifty (50) State agencies, boards and commissions as well as twenty-six (26) University of Wisconsin (UW) campuses. Cooperative purchasing groups (i.e., municipalities, school districts, tribal governments, etc.) also have the ability to use the contract. These groups are collectively referred to as "Authorized Users". Authorized User delivery locations are located throughout the State of Wisconsin.

During Calendar Year 2018 (January 1, 2018 - December 31, 2018) the State and UW Authorized Users spent approximately \$6.6 million on the Statewide Office Furniture contract which only contained office furniture. This spend may fluctuate up or down depending upon the needs of Authorized Users. The State does not guarantee to purchase any specific quantity or dollar amount but anticipates future year's spend to be similar in size and scope. The new contract resulting from this solicitation will include additional furniture categories beyond only office furniture.

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### 1.1 DEFINITIONS

For the purposes of this Request for Bid and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

ACH:	means Automated Clearing House, the electronic network for financial transactions.
Agency:	an office, department, agency, institution of higher education, association, society or other body in state government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority.
ANSI:	a source for standards and conformity assessments by the American National Standards Institute.
ARO:	means "after receipt of order".
ASTM:	American Society for Testing and Material that develops international standards for materials, products, systems and services used in construction, manufacturing and transportation.
Authorized Dealer:	a qualified firm that has been designated by the furniture manufacturer as authorized to sell products and perform services under the contract resulting from this RFB. Authorized Dealers are considered Subcontractors under the terms of the contract resulting from this RFB and are subject to all rules, regulations, statutes etc., which relate to subcontractors.
Authorized Users:	includes any State Agency, University of Wisconsin campus, or other state or local public body authorized to use Contracts, as established in §§ 16.70 (1b), (1e), (2), (4) and (8), 16.73 and 66.0301 of the Wisconsin Statutes and § PRO-D-30 of the State Procurement Manual.
Average Order Time:	is a measurement of how long it takes to fulfill the order once a complete and final order is received by the Contractor.
Bid:	a price quotation specifically given to a prospective purchaser by a prospective seller; a Bid is an offer to sell. For the purposes of this RFB, a Bid includes all requisite forms,

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	response completed as instructed.
Bid Factor:	An element of the bid that does not appear in the RFB document, but the bidder must respond to. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically. If submitting a paper bid, Bid Factors can be downloaded from the Supporting Documents and included with the paper bid submission.
Bidder:	a person or firm that responds to this Request for Bid.
BIFMA:	means the Business and Institutional Furniture Manufacturer's Association
BSI:	Badger State Industries the State of Wisconsin prison industries
Bureau:	State Bureau of Procurement
California Technical Bulletin 117:	Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Resilient Filling Materials used in Upholstered Furniture, March 2009 edition also known as TB 117 or CAL 117.
Catalog:	the term used to describe the Bidder's full product line that the Bidder is willing to provide to Authorized Users.
CDT:	Central Daylight Time
CFM:	means Color, Material and Finish.
Commodity:	a tangible article of trade or item of merchandise; goods, products, materials, supplies, or finished products. A Commodity is not a Service for purposes of this RFB, but a Commodity may include incidental or related Services.
Contract:	the written agreement between the successful Bidder and the State covering the commodities and services to be performed pursuant to this RFB.
Contract Administrator:	the Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.
Contractor:	the person or entity that has been awarded the Contract as a result of this Bid, and who is required to provide equipment, materials, supplies, contractual services, or leasing real

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	property to, the Procuring Agency.
Contract Manager:	the employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination.
Contractual Services or Services:	An intangible product, including actions, recommendations, plans, research, customizations, modifications, documentation, and maintenance and support, including all related material necessary to fulfill that which the successful Bidder is obligated to accomplish or to provide under this RFB.
Cooperative Purchasing:	Wisconsin Statutes (s.1673 Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. A "municipality" is defined as any county, city, village, town, school district, or any other public body having the authority to award public contracts (s.1670(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.
CST:	Central Standard Time
Customer's Own Material (COM):	a material covering for a seating product or panel that is outside of the manufacturer's standard fabric and must be supplied by a third party. Where an option, COM must be specified by the end user and procured and tested by the manufacturer. The cost of the COM may be incorporated into the sell price of the product, but no other charges for use of COMs will be charged (e.g. service charge to test, procure, quote, etc.).
Dedicated Account Manager	means a single point of contact who is knowledgeable in all aspects of the contract with the State of Wisconsin and provides customer support, technical assistance and general relationship management.
Department:	Department of Administration also shown as DOA

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a business that has been certified by the Department of Administration under §16.283, Wis. Stats.
Individual employee of an Authorized User who is using the contract.
means furniture which is designed to provide efficiency, adjustability and proper body alignment. Examples of products in this category include but are not limited to sit to stand furniture, seating, keyboard trays, etc.
For example, a complete refiguration of several floors that requires extensive redesign and new CAD drawings, etc.
Free on Board
means the Bidder's catalog of products plus any products that the Bidder sources directly from the wholesaler. The Bidder's "full catalog" includes all products that are available on the Bidder's ordering system.
refers to the industry-independent, third-party testing certification program for low-emitting products and materials administered by the GreenGuard Environmental Institute (GEI).
refers to a series of features or options which relate to a category. Groups are shown on the price sheets for the typicals used for cost comparison.
means the price which the manufacturer recommends that the retailer sell the product. Also known as MSRP.
damages that are agreed upon by the State and Contractor, or stipulated to, the actual damages that will result from a breach of the contract. Liquidated damages prevent controversy between the State and Contractor on the amount of damages that have occurred from the breach.
for the purpose of this bid, a predetermined selection of items which will be used to determine the lowest annual cost.
a business that has been certified by the Department of Administration under §16.287, Wis. Stats.

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MSRP:	Manufacturer's Suggested Retail Price is the price a manufacturer recommends that the retailer sell the product. Also known as List Price.
Municipality:	any Wisconsin county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public Contracts (s. 16.70(8), Wis. Stats.).
Must:	Required that the Bidder complies with any requirement which contains the word "must". Can be used interchangeably with the word "shall".
NFPA 260:	National First Protection Association - flammability requirements for textiles.
Notice of (Intent to) Award:	a writing issued by the Procuring Agency notifying all Bidders of the Procuring Agency's intent to award of a Commodity Contract to the successful Bidder(s), or in the case of Services, the Procuring Agency's intent to award a Contract to the successful Bidder(s).
OEM:	means original equipment manufacturer, the company that originally manufactured the product.
Office Furniture:	commercial furniture which is designed and manufactured for commercial installations, as in office, waiting areas or lobbies, and consists of objects that are moveable, ergonomic and intended to support the various activities that occur in an office setting. Items such as systems furniture, cubicle walls, cubical wall mounted cabinet and shelving, freestanding desks and tables, storage, filing and casegood units, seating and the associated accessories that are used in the modern office.
Order Data:	means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.
Primary Products:	The manufacturer's product line(s) which most closely match the specified office furniture category's respective price sheet and meets all mandatory minimum technical requirements

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	for that category.
Purchasing Card (p-card):	a charge card issued to an authorized state employee through the Department of Administration, State Bureau of Procurement's Purchasing Card Contract.
Procurement Specialist:	the individual responsible for overseeing and administering the procurement process for a Bid.
Procuring Agency:	The State Agency conducting the purchasing transactions
RFB:	Request for Bid
Shall:	Required that the Bidder complies with any requirement which contains the word "shall". Can be used interchangeably with the word "must".
State:	means State of Wisconsin.
Supplier Site:	means an Internet site operated and maintained by the Supplier
Typical:	refers to the prototypical drawing and list of components for each group which is used to equally compare and determine lowest cost of products between bidders.
UL:	Underwriters Laboratories
UW	means the University of Wisconsin
Volume Discount:	a percentage discount offered by the manufacturer to the buyer for purchasing a stated dollar amount of furniture products to be delivered at one time of over a specified period of time.

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#### 1.2 PURPOSE AND SCOPE OF THE REQUEST FOR BID

The Department of Administration requests Bids for the purchase of furniture (office, cafeteria, outdoor, ergonomic) and intends to use the results of this process to award a Contract. The Department of Administration does not guarantee it will purchase any specific quantity or dollar amount. Bids that require a minimum number of commodities or services be ordered will be rejected. There will be no guarantee to purchase any specific quantity or pay any minimum contract price during the term of the Contract.

The objectives of this solicitation include:

- Consolidate and leverage the purchasing power of State agencies and UW campuses to obtain competitive pricing, thereby creating significant cost savings to the State.
- 2. Reduce the State's administrative costs of managing and using the contract.

Establish a statewide contract that satisfies Authorized User's needs for quality furniture, excellent customer service and streamlined processes for administrative tasks such as ordering, returning products, billing and invoicing, etc.

The definition of furniture is generic in nature and is further defined in the subcategories provided below. The State's definition of Office Furniture, is commercial furniture which is designed and manufactured for commercial installations, as in offices, waiting areas or lobbies, and consists of objects that are moveable, ergonomic and intended to support the various activities that occur in an office setting. Items such as systems furniture, cubicle walls, cubicle wall mounted cabinets and shelving, freestanding desks and tables, storage, filing, and case-good units, seating and the associated accessories that are used in the modern office are considered office furniture for the purpose of this RFB.

**CATEGORY A: Systems Furniture and Accessories:** Systems furniture, including monolithic and frame and tile, is a general term for panels, work surfaces, shelves and other items sold by a single manufacturer as a package for furnishing offices. Task lighting and other cubicle accessories are included in this category. Cubicles and open work environments are the items most often associated with systems furniture, but other open plan arrangements such as office landscape are included. May include some ergonomic options that compliment the systems furniture product lines.

**CATEGORY B: Private Office Furniture and Accessories:** Private office furniture category includes furniture which can be laminate and thermofoil, metal or wooden. Task lighting and other accessories are included in this category. May include some ergonomic options that compliment the private office furniture product lines.

<u>CATEGORY C: Seating:</u> The seating category includes both ergonomic and non-ergonomic chairs, executive, task, guest/side, reception/lounge, conference room, stackable/foldable, stools and dollies.

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<u>CATEGORY D: Desks and Tables</u>: A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals. In some instances, the unit will have drawers, doors or other storage elements. Free standing desks, adjustable tables, conference room tables, collaborative tables, flip-top tables, small office tables, side tables and dining tables are included in this category. This category also includes table dollies. May include some ergonomic options that compliment the desk and table product lines.

CATEGORY E: Filing, Metal Storage, and Wood Case Goods: The filing, metal storage and wood case goods category includes but is not limited to: bookcases, wardrobes, cabinets, free standing and mobile pedestals and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls. This category also includes fireproof files, blueprint storage, lockers and storage cubbies.

<u>CATEGORY F: Special Ergonomic Products:</u> This category includes furniture which is designed to provide efficiency, adjustability and proper body alignment. For example, sit to stand furniture, electronic and pneumatic legs/bases and other adaptive products which may or may not be part of the product offerings in the other categories outlined in the RFB. Additional ergonomic work station accessories, such as anti-fatigue mats, keyboard trays, monitor arms, etc. are included.

<u>CATEGORY G: Cafeteria Tables, Seating and Accessories:</u> Cafeteria tables and seating which are durable and stain resistant. Seating may be attached, wall mounted, freestanding, barstool, booths and fixed seating.

<u>CATEGORY H: Outdoor Furniture and Accessories:</u> This category includes picnic tables, outdoor seating, benches, bicycle racks and other furniture made from weather resistant materials.

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

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

The following categories are specifically excluded from the scope of products and services on contracts which result from this RFB:

- Used or refurbished furniture of any kind
- Residential furniture (non-commercial grade)
- Library furniture (i.e., library kiosks or carrels)
- Laboratory furniture

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- Student housing furniture non-commercial grade) (i.e., bedding, student desks)
- Student classroom furniture
- Dormitory furniture (i.e., beds, desks, wardrobes, etc.)
- Computer furniture and accessories
- Lecture hall and auditorium seating and accessories

DOA has developed Sustainable Facilities Standards in accordance with the Leadership in Energy and Environmental Design (LEED) certification program. Although these standards do not require LEED certification for State-owned facilities, they ensure that the State is achieving sustainable operation and maintenance in the following areas:

- Green cleaning
- Green purchasing
- · Waste reduction
- Recycling
- Pollution prevention
- Energy and water efficiency
- Light pollution

Specifically related to furnishings, these guidelines promote the use of low emitting materials, recycled content and meet appropriate industry standards for sustainability.

For the purpose of this RFB and subsequent Contract, sustainable furnishings and equipment will be considered as such if the items meet or exceed the multi-attribute ANSI/BIFMA e3-2010 Furniture Sustainability Standards and are Level 1 certified or higher. The program includes several third-party entities who certify a product based on materials, energy and atmosphere, human and ecosystem health, as well as social responsibility. Consequently, Bidders are strongly encouraged to offer a variety of ANSI/BIFMA e3-2010, Level 1 certified furnishings.

The State intends to contract with original manufacturers only. Dealers of the original manufacturer may not respond to the RFB. Any bid response that is submitted by a Dealer shall not be considered for Contract award.

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#### 1.2.1 OVERVIEW OF PROCURING AGENCY, BACKGROUND AND OBJECTIVES

The Department of Administration performs administrative and executive functions for the State of Wisconsin. The State Bureau of Procurement (Bureau) will administer the contract resulting from this RFB. The Contractor and respective Authorized Users will work together to resolve any problems or issues related to the purchase of products, such as ordering, delivery or returns. The Contractor shall communicate or meet with the designated Authorized User's representative, as requested, to resolve problems.

Any problems that cannot be resolved between the Authorized User and Contractor will be referred to the DOA Contract Manager. The DOA Contract Manager will inform the Contractor in writing of the unresolved issues and the Contractor will respond with proposed corrective actions. Either the Bureau or the Contractor may request meetings to address unresolved contract issues.

#### 1.2.2 BADGER STATE INDUSTRIES (BSI)

Badger State Industries (BSI) is the Wisconsin Department of Correction's prison industries program. BSI provides vocational training and work skills development to participating inmates. While teaching sound manufacturing and production techniques to inmate employees, BSI brings quality products and services to state, county, municipal and nonprofit agencies.

Wisconsin Statute, Department of Administration, 16.75 (3t)(c) defines state agency requirements to purchase from prison industries. The Statute reads in part:

"The Department of Corrections shall periodically provide to the Department of Administration a current list of all materials, supplies, equipment or contractual services, excluding commodities, that are supplied by prison industries, as created under s. 303.01. The Department of Administration shall distribute the list to all designated purchasing agents under s. 16.71 (1). Except as otherwise provided in sub. (6) (am), prior to seeking bids or competitive sealed proposals with respect to the purchase of any materials, supplies, equipment or contractual services enumerated in the list, the department of administration or any other designated purchasing agent under s. 16.71 (1) shall offer prison industries the opportunity to supply the materials, supplies, equipment or contractual services if the Department of Corrections is able to provide them at a price that is equal to or lower than one which may be obtained through competitive bidding or competitive sealed proposals and is able to conform to the specifications. If the Department of Administration or other purchasing agent is unable to determine whether the price of prison industries is equal to or lower than one obtained through competitive bidding or competitive sealed proposals, it may solicit bids or competitive proposals before awarding the order or contract."

The intention of Wis. Stats. 16.75 (3t) (c) is that Badger State Industries will be offered the opportunity to supply equipment they produce, before agencies may purchase elsewhere. DOA, Bureau of Procurement, contracts, issued to Badger State Industries, fulfill the intention of this statute.

The prime Contractor and Subcontractors (Authorized Dealers) must have an awareness of this state statute.

To view products produced by BSI visit <u>www.buybsi.com</u>.

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#### 1.3 CONTRACT TERM

This Contract will run for an initial two (2) year period. The Procuring Agency and the Contractor, upon written mutual agreement, may renew the Contract for up to three (3) additional one (1) - year periods. The Contract shall be effective on the date it is executed by the Procuring Agency. If no formal Contract is executed, the effective date of the Contract is the date of the purchase order.

The original contract term or any renewal period may be extended at the State's request on a month-to-month basis for a period not to exceed 6 months for the purpose of completing a future solicitation or transition to a new contract(s). Contract conditions, terms, and pricing shall not be modified during such a month-to-month extension.

#### 1.4 MODIFICATIONS OF CONTRACT

The Contract shall not be used for purchasing commodities or services outside of the general scope and intent of the original Request for Bid. Any modifications made to the Contract shall fall within the scope of the Bid and shall be rendered in writing and signed by both parties or they will be void.

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#### 1.5 ORDER OF PRECEDENCE

In the event of Contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, the Bid response from the successful Bidder as accepted by the Procuring Agency, and any additional terms agreed to in writing by the parties shall be incorporated into the Contract. Failure of the successful Bidder to accept these elements into the Contract will result in the cancellation of the Contract award.

In the event of conflict with the incorporated elements of the Contract, the following order of precedence will prevail:

- Final Signed Contract with clarifications included
- · Bid Response as accepted by the State of Wisconsin
- Request for Bid

If the Official Purchase Order serves as the final Contract, in the event of a conflict with the incorporated elements of the Contract, the following order of precedence will prevail:

- Official Purchase Order
- Bid Response as accepted by the State of Wisconsin
- Request for Bid

#### 1.6 COOPERATIVE PURCHASING SERVICES

Commodities and services may be made available to Municipalities upon agreement of the Contractor. Where requested by the State, and agreed to by the Contractor(s), Municipalities shall be able to obtain the commodities and services procured under the Contract at the same rates agreed to by the Procuring Agency and the Contractor. The Contractor shall be responsible for confirming the status of potential Municipalities with the Procuring Agency and providing appropriate documentation and support and reporting Contract usage by Municipalities.

Bidder must complete Section 5: Wisconsin's Cooperative Purchasing Service on APPENDIX A: BIDDER REQUIRED FORM (DOA-3832) which is included in the Supporting Documents.

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#### 1.7 RESPONDING TO BID REQUIREMENTS

Mandatory Bidder qualifications and/or requirements in this RFB document must be minimally met without exception; failure to meet such will disqualify your Bid. Before the award of any Contract, the Procuring Agency shall be satisfied that the Bidder has sufficient qualified resources available for performing the work described in this Bid. It is the Bidder's responsibility to acquaint the Procuring Agency with these qualifications by submitting appropriate or supporting documentation.

Certain qualifications/specifications will be presented by the Procuring Agency as itemized questions that require an affirmative response from you that you can meet them (i.e. "yes/no" prompt; drop down menu; required attachment). Other requirements may be presented in a grouped manner (e.g. "Does your company meet requirements 2.1-2.8"). For any (itemized or grouped) requirements that you cannot meet, you must check "no" and provide a supplemental document as an attachment to explain.

Failure to meet a qualification will disqualify your Bid. However, in the event that no Bidder is able to meet an individual mandatory requirement, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

#### 2 BIDDER QUALIFICATIONS AND REQUIREMENTS

All requirements in this section are mandatory and the proposer must meet them. Conditions of the RFB that include the word "must" or "shall" describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. The State reserves the right to delete any specifications or condition of the RFB. Failure to meet a mandatory performance requirement will disqualify your bid. This RFB document, any amendments, addenda and the awarded Bidder's bid as accepted by the State shall become the contract.

#### 2.1 QUALIFICATION AND REQUIREMENT - YEARS IN BUSINESS

Bidder must be in the business of providing office furniture and accessories and must have done so for, at a minimum, the past 5 years. Mergers, acquisitions and business name changes of a bidder, with proper documentation, will be taken into consideration for purposes of determining the five-year minimum requirement.

Please Note: There are Bid Factors that relate to this requirement. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically. If submitting a paper bid, Bid Factors can be downloaded from the Supporting Documents and included with your paper bid submission.

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#### 2.2 QUALIFICATION AND REQUIREMENT - ORIGINAL MANUFACTURER

Bidder must be the original manufacturer.

Dealers of the original manufacturer may not respond to this RFB. Any bid response that is submitted by a dealer shall be rejected.

# 2.3 QUALIFICATION AND REQUIREMENT - CURRENT PRODUCTION PRODUCTS

All products must be new and part of the manufacturer's current production products and/or be manufactured as a customized ("custom") product. Used, refurbished, prototype or discontinued products will not be accepted.

# 2.4 QUALIFICATION AND REQUIREMENT - DEDICATED ACCOUNT MANAGER

Contractor must provide a dedicated Account Manager who is available to answer questions or concerns within 24 hours of initial contact. Contractor must also provide a replacement contact should the dedicated account manager be unavailable. If the dedicated Account Manager will be unavailable, Contractor must notify the Contract Manager a minimum of 24 hours in advance of scheduled absence and provide alternative contact information (i.e., name, email, telephone, etc.). The alternative contact must be able to act on behalf of the dedicated account manager.

Please Note: There are Bid Factors that relate to this requirement. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically. I submitting a paper bid, Bid Factors can be downloaded from the Supporting Documents and included with your paper bid submission.

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#### 2.5 QUALIFICATION AND REQUIREMENT - DEDICATED WEBSITE

Bidder shall develop and maintain a dedicated website containing contract information which will assist Authorized Users with product information, pricing and ordering information. The website shall contain, at a minimum, the following:

- Product offerings and options Commercial Price Book (currently approved by State, limited to the products awarded and with blocked categories/products shown as "blocked" or "unavailable")
- Maintain a list of Authorized Dealer information (contact, address, phone, email, etc.)
- Ordering instructions (The webpage will not be used for placement of orders only for instructions on how to place orders)
- Warranty information
- Additional links may be included on the website to access additional information, i.e., product literature, Bidder's home page, etc.

Awarded Bidders must have the website implemented and fully functional within ninety (90) calendar days of a fully executed contract. The State shall approve the content of the website before the website is made available to Authorized Users.

Any revisions to the originally approved content of the website must be authorized in writing by the DOA Contract Manager prior to implementation of any changes. If unauthorized information is discovered on the website, the website may be suspended by the State until the information is revised. Except in the event of unforeseen technical interruptions or forces of nature, continued unavailability of the website may be grounds for contract termination.

Contractor shall keep all information on the website accurate and up to date. Failure to do so may be grounds for contract termination.

Website format, content, etc. will be determined at the time of contract negotiations/implementation. The official seal of the State of Wisconsin <u>may not</u> be used on the website, the Contractor and DOA Contract Manager will determine at the time of negotiations how the website will be branded.

Please Note: There are Bid Factors that relate to this requirement. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically. If submitting a paper bid, Bid Factors can be downloaded from the Supporting Documents and included with your paper bid submission.

#### 3 MANDATORY SPECIFICATIONS OF BID

All requirements in this section are mandatory and shall be met at no additional cost above the pricing provided in the Bid.

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#### 3.1 TECHNICAL REQUIREMENTS

Please Note: There are Bid Factors that relate to this requirement. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically. If submitting a paper bid, Bid Factors can be downloaded from the Supporting Documents and included with your paper bid submission.

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#### 3.1.1 TECHNICAL REQUIREMENTS - REPORTING

The DOA Contract Manager and/or Authorized User or Agency, reserves the right, at no additional cost, to request customized reports upon request. The Contractor shall use commercially reasonable efforts to provide such reports in a reasonable time frame but no later than 10 business days from the time the request was submitted.

Contractor shall provide all reports in a Microsoft Excel format. The report formats and data elements to be reported on will be determined/confirmed at time of contract negotiations.

All reports shall be due on the 15th of each month in the months of January, April, July and October.

Failure to submit reports by the deadline may result in termination of the contract.

Reports must be submitted directly by the Contractor and shall include all required information for all dealers. Reports submitted from Contractor's Dealers will not be accepted.

#### Quarterly Sales/Usage Report

Contractor must furnish, in an Excel format, quarterly sales/usage report to the DOA Contract Manager. Reports are due no later than the 15th day following the end of the previous quarter. If no sales occurred for the quarter, a report reflecting "NO SALES" must be sent to the DOA Contract Manager. Contractors are to use the reporting template provided (See APPENDIX H: REPORTING TEMPLATE FOR SALES/USAGE REPORT).

The report must contain, at a minimum, the following information:

- Name of agency/campus/cooperative
- Contract Number
- Dealer Name
- Order Number
- PO Number
- Order Date
- P-Card Used (Yes/No)
- Invoice Date
- Invoice Number
- Delivery Date
- Product Line Name/Description
- Product Category
- · Unit of Measure
- List price per Unit of Measure
- Price List Name/Date
- Contract Discount % Applied
- Net price per Unit of Measure
- Quantity
- Extended Total Price for Project

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#### **MBE Participation Report**

The MBE Participation report(s) provide information on the Contractor's activity with MBEs (tier 2 reporting).

Contractor must complete and submit APPENDIX F: (DOA-3234) MBE PARTICIPATION REPORT quarterly to the DOA Contract Manager. Reports are due no later than the 15th day following the end of the previous quarter. (See APPENDIX F: MBE PARTICIPATION REPORT template).

#### List of Active Catalogs/Price Lists

Contractor must furnish, in an Excel format, a quarterly List of Active Catalogs/Price Lists to the DOA Contract Manager. Reports are due no later than the 15th day following the end of the previous quarter. (See APPENDIX G: ACTIVE CATALOGS/PRICE LIST template).

#### **List of Authorized Dealers**

In addition to providing Authorized Dealer information on the dedicated website, the Contractor shall provide a list of the Authorized Dealers which have been assigned to service the State of Wisconsin contract. The List shall be provided using the template provided. (See APPENDIX I: AUTHORIZED DEALER LIST).

#### 3.1.2 TECHNICAL REQUIREMENTS - PRODUCT SPECIFICATIONS

Product Specifications are the requirements for all categories and are provided in the sections that follow. These product specifications are considered <u>mandatory</u> requirements. To be included on the contract the products bid, at a minimum, must meet these specifications. If a Bidder does not have an exact match to the minimum specification but believes that their product will meet the quality, form, fit and function, Bidder is requested to raise a question during the Question and Answer process to determine if their product will meet the State's requirement(s).

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## 3.1.2.1 PRODUCT SPECIFICATIONS - CATEGORY A: SYSTEMS FURNITURE AND ACCESSORIES

For the purposes of cost comparison, typicals have been created for various levels of style, finishes and options for Systems Furniture and Accessories and have been identified as Group 1 and Group 2. Bidders must meet all mandatory Systems Furniture and Accessories specifications as shown below.

- 1. Monolithic acoustical panel system with hinged/connector, panel hung work surfaces, open and closed panel hung storage, and non-panel hung storage (i.e. filing and wardrobes).
- 2. Must meet or exceed current ANSI/BIFMA Panel System Tests.
- 3. Must meet or exceed UL723 or ASTME84 and the National Fire Protection Association Life Safety code 255.
- 4. Class A Fire Rated fabric.
- 5. Noise Reduction co-efficient (NRC) = .50 or greater/Sound Transmission Class (STC) = 23.
- 6. Panels to be tackable or have an option for a tack board to be hung on the panel. Panel fabric must be Class A fire rated and meet or exceed current ASTM and National Fire Protection Association (NFPA) Code.
- 7. Tack board fabric must be Class A fire rated and meet or exceed current ASTM and National Fire Protection Association (NFPA) Code.
- 8. Panels to be available in both powered and non-powered.
- 9. All electrical power components shall be certified UL listed.
- 10. Task lighting component shall be available with LED lamps.
- 11. Varying heights starting at 32" (+/-2") up to 80" (+/-2").
- 12. Varying widths starting at 12" (+/-1-3") up to 60" (+/-1-3") at 6" minimum increments (if 12" not standard product must be manufactured as custom order).
- 13. The panel system shall allow for fastening a panel run to a wall.
- 14. Work surface depths of 18", 24" and 30" (+/-1-2"), widths beginning at 24" up to 84" at panel width increments.
- 15. Transition and Counter work surfaces shall be available
- 16. Work surface support components will allow height adjustability at 1" height increments.
- 17. Work surfaces shall be constructed of a 40 lb. density particleboard core or greater and be a minimum thickness of 1-1/4".
- 18. Work surfaces to include at least one (1) grommet hole with sleeve or one (1) knockout or integral shaped edge for wire pass-thru.
- 19. The Bidder must supply a complete line of storage as part of their open plan systems catalog offering to include, at a minimum: 1) Freestanding files (lateral and vertical); 2) bookcases; 3) storage towers; 4) Under-surface files (mobile, freestanding, supporting in a file/file and box/box/file configuration); 5) panel attached overhead storage (open shelf and enclosed).
- 20. All storage must meet or exceed current, applicable ANSI/BIFMA standards.
- 21. All metal storage units must be a minimum of 20 gauge cold rolled steel.
- 22. All metal storage units must utilize welded seamless construction with reinforced corners.
- 23. Storage accessory options must include, at a minimum, pencil drawers, drawer dividers and hanging rails.

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- 24. Storage options shall include at a minimum, metal and laminate.
- 25. Storage front options must include, at a minimum, flipper doors.
- 26. All storage shall be painted with one (1) coat of powder coat enamel, or similar process, that compliments the applicable work station.
- 27. All storage laminate tops must be a minimum 1-1/16" thick self-edged high-pressure laminate over a core of high-density particle board, where applicable.
- 28. All cabinets are equipped with an interlock safety mechanism, permitting only one drawer to be opened at a time.
- 29. Locking devices standard on all units. Locks shall have removable and interchangeable cores and plugs. Master key and core plug pullers must be available for all locking devices offered. A minimum of one key per lock shall be provided with each lock.
- 30. All storage must have counterweights where applicable.
- 31. File drawer load bearing must have a minimum capacity of 100 lbs.
- 32. Bookcase shelves shall be constructed of 20-gauge steel and be adjustable at 1" increments.
- 33. Each roll out shelf/drawer is equipped with fully-progressive ball bearings: two heavy duty, three-section suspensions, sound absorbers and shall not bounce-back or creep when drawer is closed.
- 34. Where provided, all receding doors shall have guiding mechanism fitted with nylon guides to prevent metal to metal contact to cabinet sides and closed doors.
- 35. Glides are accessible from inside the unit; four glides per lateral file or storage unit and two glides per vertical file.
- 36. File storage shall have full extension slide arm suspensions for full access to storage space.
- 37. Overhead storage must have both wall hung, and panel supported installations.
- 38. Frame construction type shall be rigid frame construction (min. 2" thick) and shall be constructed in such a manner that it will support handing on components, work surfaces, etc. with attendant loads, without warping, bending, flexing or breaking.
- 39. Panel and stacker options include solid, glazed, open or half-open panels. Fabric covering shall be applied smoothly and wrinkle free and the weave shall be straight with the panel. It shall be attached to frame by a method that will allow removal and replacement of fabric as required. No seams or fabric joints shall be visible in faces of panels unless required for special designs.
- 40. All products must have an identification tag/sticker affixed which includes the order number (if available), manufacturer's name, make, model number and the date of production.

# In addition to all the general specifications mentioned above (1-38), the following specifications apply to Group 1:

- 39. Raceway Types: Base raceway to support power and tele/data cable requirements.
- 40. Work surface options shall include, at a minimum: Rectangular, Corner Unit Round, "U" or "D" shape, Corner Unit Squared, P-Shape.
- 41. Work Surface finishes shall be available in a variety of high-pressure laminates with a variety of work surface edge finish options.

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## 3.1.2.2 PRODUCT SPECIFICATIONS - CATEGORY B: PRIVATE OFFICE AND ACCESSORIES

For the purposes of cost comparison, typicals have been created for various levels of style, finishes and options for Private Office products and have been identified as:

Group 1: Laminate and Thermofoil

Group 2: Metal Group 3: Wood

Bidders must meet all the mandatory Private Office specifications as shown below.

#### **General specifications for all Private Office Groups:**

- 1. Work surfaces to include at least one (1) grommet hole with sleeve or one (1) knockout or one (1) channel.
- 2. Work surfaces shall be available in a variety of shapes to include at a minimum: 1) rectangular; 2) corner unit rounded; 3) "U" or "D" shape; 4) corner unit squared; 5) P-shape; 6) corner unit extended; 7) concave or irregular shapes.
- 3. Work surface shall have a leveling mechanism such as glides.
- 4. Base assemblies shall be attached to the underside of the work surface.
- 5. All electrical power components shall be certified UL listed.
- 6. Task lighting component shall be available with LED lamps.
- Tack boards or tackable surfaces must be available.
- 8. Tack board fabric must be Class A fire rated and meet or exceed current ASTM and National Fire Protection Association (NFPA) Code.
- 9. All components are to be finished on all sides.
- 10. All storage must meet or exceed, applicable ANSI/BIFMA standards.
- 11. Storage accessory options must include, at a minimum, pencil drawers, drawer dividers and hanging rails.
- 12. All cabinets are equipped with an interlock safety mechanism, permitting only one drawer to be opened at a time.
- 13. Locking devices standard on all units. Locks shall have removable and interchangeable cores and plugs. Master key and core plug pullers must be available for all locking devices offered. A minimum of one key per lock shall be provided with each lock.
- 14. All storage must have counterweights where applicable.
- 15. File drawer load bearing must have a minimum capacity of 100 lbs.
- 16. Each roll out shelf/drawer is equipped with fully-progressive ball bearings: two heavy-duty, three-section suspensions, sound absorbers and shall not bounce-back or creep when drawer is closed.
- 17. Glides are accessible from inside the unit; four glides per lateral file or storage unit and two glides per vertical file.
- 18. Where provided, all receding doors shall have guiding mechanism fitted with

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- nylon guides to prevent metal on metal contact to cabinet sides and closed doors.
- 19. File storage shall have full extension slide arm suspensions for full access to storage space.
- 20. Overhead storage must have both wall hung and work surface supported installations.
- 21. Storage options shall include, at a minimum, 1) metal 2) laminate and 3) wood veneer and be available in finishes that are coordinated with desking collections.
- 22. All storage laminate tops must be 1-1/16" thick self-edged high-pressure laminate over a core of high-density particle board, where applicable.
- 23. All products must have an identification tag/sticker affixed which includes the order number (if available), manufacturer's name, make, model number and date of production.

# In addition to all of the above general specifications (1-23), the following specifications relate to Group 1 - Laminate and Thermofoil:

24. Storage options shall include, at a minimum, laminate and be available in finishes that will coordinate with desking collections.

# In addition to all of the above general specifications (1-23), the following specifications relate to Group 1 - Laminate and Thermofoil and Group 3 - Wood:

- 25. Storage front options must include, at a minimum, cabinet doors.
- 26. All components to be finished on all sides.

# In addition to all of the above general specifications (1-23), the following specifications relate to Group 2 - Metal:

- 27. Work surfaces shall be available in two work surface finishes at a minimum: 1) a variety of high-pressure laminates and 2) wood veneer.
- 28. Work surface frames supporting components shall be seam welded and constructed of 16-gauge tubular steel.
- 29. All steel desk components shall be painted with one (1) coat of power coat enamel.
- 30. All metal storage units must be a minimum of 20-gauge cold rolled steel and must utilize welded seamless construction with reinforced corners.
- 31. Storage front options must include, at a minimum, flipper doors.
- 32. All storage shall be painted with one (1) coat of powder coat enamel, or similar process, that compliments the applicable work station.
- 33. Bookcase shelves shall be constructed of 20-gauge steel and be adjustable at 1" increments.

## In addition to all of the above general specifications (1-23), the following

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#### specifications relate to Group 2- Metal and Group 3 - Wood:

34. Work surfaces shall be available in a variety of edge finish options, including wood veneer

# In addition to all of the above general specifications (1-23), the following specifications relate to Group 3 - Wood:

- 35. Work surface construction to have, at a minimum, a natural wood veneer over a particle board substrate of 40 lb. density particle board core or greater and be a minimum thickness of 1-1/4".
- 36. At a minimum, work surfaces shall be available in wood veneer in a variety of species and stains.
- 37. The Bidder must supply a complete line of storage as part of their private wood catalog offering to include, at a minimum: 1) freestanding files (lateral and vertical); 2) bookcases; 3) storage towers; 4) under-surface files (mobile, freestanding supporting a file/file and box/box/file configuration); 5) overhead storage (open shelf and enclosed).

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#### 3.1.2.3 PRODUCT SPECIFICATIONS - CATEGORY C: SEATING

Bidders must meet all mandatory seating specifications as shown below.

- All seating products, ergonomic and non-ergonomic, must meet or exceed current and applicable ANSI/BIFMA standards for performance, durability, structural adequacy, ergonomics and safety.
- 2. All components and materials must pass the California Technical Bulletin #117 flammability test, where applicable.
- 3. All seating with upholstered and/or covered back and/or seat must have a standard fabric/material offering.
- 4. All task style seating must have a five-star base unit that measures at a minimum, 23 inches in diameter.
- 5. All ergonomic seating must include removable caster options to be able to change use between carpet and non-carpet flooring. Where applicable, all mobile seating must include caster options for use on carpet and non-carpet flooring.
- 6. All non-ergonomic seating must include glide options for use on carpet and non-carpet flooring.
- 7. All ergonomic seating must have pneumatic height adjustability.
- 8. All ergonomic seating must have lumbar support.
- All adjustment mechanisms must be readily operable and within easy reach of the chair user. Adjustments must be capable of being accomplished without the use of tools.
- 10. The entire upper chair assembly must be capable of 360-degree rotation.
- 11. Where applicable, all ganging materials must have factory-installed fastening devices capable of holding the chairs together in rigid and secure groups.
- 12. Where applicable, all stacking/nesting chairs must be able to stack or nest a minimum of four (4) chairs without damage.
- 13. All products must have an identification tag/sticker affixed which includes the order number (if available), manufacturer's name, make, model number and the date of production.

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#### 3.1.2.4 PRODUCT SPECIFICATIONS - CATEGORY D: DESKS AND TABLES

Bidders must meet all mandatory desk and table specifications as shown below.

- 1. All tables must meet or exceed current and applicable ANSI/BIFMA standards for performance, durability, structural adequacy and safety.
- 2. Worksurfaces must be available in high-pressure laminate and wood veneer.
- 3. At a minimum, wood veneer work surfaces must be available in a variety of species and stain selections.
- 4. Worksurface edge options must include flat-vinyl T-edge, 3mm PVC edge, self-edge and solid wood.
- 5. Where applicable, solid wood edge must be available in a variety of edge profile selections.
- Worksurface construction must have, at a minimum, a particle board substrate of 45 lb. density or greater and be a minimum thickness of 1-1/4".
- 7. Table base must have a leveling mechanism such as glides.
- 8. All electrical power components must be certified UL Listed.
- 9. Where applicable, folding and nesting tables must have a lock or catch mechanism to keep legs in place during transit.
- 10. All folding and nesting tables must be able to stack or nest without damage.
- 11. Where applicable, cord management capabilities for the routing of power and data must be provided.
- 12. For tables with power/data capability, contractor must offer a modesty panel option.
- 13. Height-adjustable tables must be available with electrical mechanical adjustments.
- 14. Desk and table options shall include, at a minimum: wheel options, height options, base styles, nesting and/or ganging capabilities.
- 15. All products must have an identification tag/sticker affixed which includes the order number (if available), manufacturer's name, make, model number and the date of production.

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## 3.1.2.5 PRODUCT SPECIFICATIONS - CATEGORY E: FILING, METAL STORAGE AND WOOD CASE GOODS

Bidders must meet all mandatory filing, metal storage and wood case good specifications as shown below.

- 1. All storage must meet or exceed current and applicable ANSI/BIFMA standards for performance, durability, structural adequacy and safety.
- 2. All file storage, 2 drawers or more, must have counterweights.
- All storage must be painted with a minimum of one (1) application of powder coat enamel, or similar process, and must be available in a variety of color selections.
- 4. At a minimum, wood veneer surfaces must be available in a variety of species and stain selections.
- 5. All storage units must have the ability to be leveled.
- 6. Where applicable, all receding doors must have guiding mechanism fitted with nylon guides.
- 7. Locking devices standard on all units. Locks shall have removeable and interchangeable cores and plugs. Master key and core plug pullers must be available for all locking devices offered. A minimum of one key per lock shall be provided with each lock.
- 8. All file storage must be equipped with an interlock safety mechanism, permitting only one drawer to be opened at a time.
- 9. Bookcase shelves must be adjustable at a minimum of 1" increments.
- 10. File drawer load bearing must have a minimum capacity of 100 lbs.
- 11. Book shelf load bearing must have a minimum capacity of 100 lbs.
- 12. All file storage must have a full extension slide arm suspension for full access to storage space.
- 13. Provide private office overhead storage product(s) that are work surfacesupported and accommodate a clearance of more than 19 inches. Contractor must provide documentation or specifications and/or methods used to accommodate this clearance upon request.
- 14. All products must have an identification tag/sticker affixed which includes the order number (if available), manufacturer's name, make, model number and date of production.

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#### 3.1.2.6 PRODUCT SPECIFICATIONS - CATEGORY F: SPECIAL ERGONOMIC PRODUCTS

Bidders must meet all mandatory ergonomic specifications as shown below.

#### Style A: Sit/Stand Ergonomic Desks - Vertical-Lift Complete Desktop Style

Equivalent to Ergotron WorkFit T, Ergotron WorkFit TL or Badger State Industries (BSI) S2S or similar product which meets the minimum specifications below:

- 1. Fully assembled
- 2. Sits on top of existing desk
- 3. Product options which have single and/or dual monitor capability
- 4. Tiered keyboard/mouse deck
- 5. Counterbalancing lift mechanism lifting worksurface vertically
- 6. Available in a variety of worksurface widths, starting at a minimum of 35".
- Available with platform weight limits that will support the worksurface width, starting at a minimum of 35 lbs.
- 8. Height range minimum of 15"
- 9. All products must have an identification tag/sticker affixed which includes the order number (if available), manufacturer's name, make, model number and date of production.

#### Style B: Sit/Stand Ergonomic Desks - Forward-Lift Complete Desktop Style

Equivalent to Varidesk Pro Plus 30, Varidesk Pro Plus 36, Varidesk Pro Plus 48, Varidesk Exec 40, Varidesk Exec 48, Varidesk Cube Corner 36, Varidesk Corner Cube 48, Varidesk Cube Plus 40, Varidesk Cube Plus 48, Varidesk Pro 30, VIVO Stand Up Desk Risers or similar product which meets the minimum specifications as listed below:

- 1. Fully assembled
- 2. Sits on top of existing desk
- 3. Product options which have single and/or dual monitor capability
- 4. Tiered keyboard/mouse deck
- 5. At a minimum, spring-assisted lift mechanism lifts up and forward towards user. Electric lift feature available.
- 6. Available in a variety of worksurface widths, starting at a minimum of 30".
- 7. Height range of 4-1/2" to 18.75"
- 8. Corner Cube worksurfaces available
- Available with platform weight limits that will support the worksurface width, starting at a minimum of 35 lb. and increasing appropriately to provide support.
- 10. Optional electric lift assist capability.
- 11. All products must have an identification tag/sticker affixed which includes the manufacturer's name, make, model number and date of production.

#### Style C: Sit/Stand Ergonomic Desks - Vertical Lift Free standing post and base

Equivalent to Humanscale QuickStand Eco or Ergotron WorkFit-S or similar product which meets the minimum specifications stated above and has the additional requirements of:

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- 1. Product options which have single and/or dual monitor capability
- 2. Tiered key
- 3. Worksurface: small, medium, large, xlarge
- 4. Fully integrated cable management feature
- 5. Platform weight limit: minimum of 35 lbs.
- 6. All products must have an identification tag/sticker affixed which includes the manufacturer's name, make, model number and date of production.

#### **Electronically Adjustable Table Base**

Equivalent to Symmetry Switchback Base, Badger State Industries (BSI) Elegante XT Table Base or similar product which meets the minimum specifications below:

- 1. Various foot depth options 24" and 30" at a minimum.
- 2. Weight capacity: 250 lbs.
- 3. Available options for usable table top surfaces but at a minimum 24" 36" depths x 42" x 84" widths (adjustable range).
- 4. Base height range: 22.6" to 48.7" (including 1-1/8" top)
- 5. 4 position memory hand control
- 6. Anti-collision protection
- 7. Speed: at a minimum 1-1/2" per second
- 8. All products must have an identification tag/sticker affixed which includes the manufacturer's name, make, model number and date of production.

#### **Miscellaneous Work Station Accessories**

The State may need other ergonomic work station accessories, such as anti-fatigue mats, keyboard trays, monitor arms etc.. The specifications will be specific to each individual product and will be requested by the Authorized User.

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## 3.1.2.7 PRODUCT SPECIFICATIONS - CATEGORY G: CAFETERIA, TABLES, SEATING, ACCESSORIES

Bidders must meet all mandatory cafeteria tables, seating and accessories specifications as shown below.

- 1. All products must be standard catalog items.
- 2. Cafeteria tables and seating must be durable and available in a variety of sizes, styles, finishes and options.
- 3. With and without attached seating (benches/stools), wall mounted, freestanding, cafe, bistro, barstool, booths and fixed seating.
- 4. Tables must be stain resistant and easy to clean.
- 5. Tables must be available in a variety of base/leg, finishes, shape and size and height options.
- 6. ADA compliant/wheelchair accessibility options must be available.
- Polyurethane foams shall have a minimum polymer density of 1.7 PCF or higher. Loaded or filled foam will not be allowed. Minimum IFD Softness value is 28-32 medium.
- 8. All products must have an identification tag/sticker affixed which includes the order number (if available), manufacturer's name, make, model number and date of production.

## 3.1.2.8 PRODUCT SPECIFICATIONS - CATEGORY H: OUTDOOR FURNITURE AND ACCESSORIES

Bidders must meet all mandatory outdoor furniture and accessories specifications as shown below.

- 1. All products must include a coating which will not fade, crack, stain, peel, warp, rust or discolor for the life of the product.
- 2. All products shall be standard catalog items.
- 3. All products offered must meet or exceed ANSI/BIFMA X5.4 Lounge and Public Seating and X5.5 Desks/Tables Standards or equivalent.
- 4. All products must have an identification tag/sticker affixed which includes the order number (if available), manufacturer's name, make, model number and the date of production.

#### 3.2 PERFORMANCE AND SUPPORT REQUIREMENTS

Please Note: There are Bid Factors that relate to this requirement. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically.

If submitting a paper bid, Bid Factors can be downloaded from the Supporting Documents and included with your paper bid submission.

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## 3.2.1 PERFORMANCE AND SUPPORT REQUIREMENTS - GENERAL REQUIREMENTS

All products must be capable of performing at an effectiveness level in accordance with manufacturer's specifications, advertised data sheets and technical publications.

Contractor and/or Authorized Dealers must notify DOA Contract Manager of changes in key personnel to maintain accurate and complete contact information.

Contractor shall provide, at time of award, a complaint resolution process that shall include names, titles, phone numbers, email addresses and any other pertinent information needed to address and resolve complaints.

# 3.2.2 PERFORMANCE AND SUPPORT REQUIREMENTS - ACCOUNT MANAGEMENT

Contractor must provide all Authorized Users with a single, local point of contact (i.e. account representative, account manager) and a back-up point of contact to answer questions and resolve problems. In addition, the Contractor must provide contact information for all Authorized Dealers.

Contractor and/or Authorized Dealers must notify the DOA Contract Manager as soon as practicable of any change in contact information for customer service representatives and account representatives/managers.

Contractor's and Authorized Dealer's customer service representatives must be available by telephone and email and must respond to all communications within twenty-four (24) hours.

It is the Contractor's responsibility to communicate to their Authorized Dealers all terms and conditions of the contract and to enforce/ensure that the Authorized Dealers adhere to and are compliant. The State reserves the right to remove an Authorized Dealer for non-compliance or for any reason (at the discretion of the State) with thirty (30) day written notice to the Contractor.

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## 3.2.2.1 PERFORMANCE AND SUPPORT REQUIREMENTS - ACCOUNT MANAGEMENT - ANNUAL BUSINESS REVIEWS

The Contractor must meet (in-person or via teleconference) with the DOA Contract Manager at a minimum of once per year, or as requested to discuss contract performance. The Business Review meeting may include, but is not limited to, the following:

- Review of performance metrics (i.e., fill rate, order accuracy rate, response times, results of surveys, etc.)
- Year to Date spend metrics
- Review of any authorized user or agency issues
- If under a corrective action plan, status of issues and improvement tasks

Agencies/Authorized Users reserve the right to request meetings with the Contractor to discuss issues related to contract performance. The Contractor shall furnish at the request of the DOA Contract Manager, meeting minutes and/or notes from any meetings held with an agency or Authorized User.

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# 3.2.3 PERFORMANCE AND SUPPORT REQUIREMENTS - AUTHORIZED DEALER REQUIREMENTS

Contractor must assign a minimum of one (1) and maximum of ten (10) local/regional dealer(s) to service authorized users under the contract resulting from this bid. Dealer information must be made available on the dedicated website maintained by the Contractor. If dealers have multiple locations, only the corporate name will count as one dealer.

Dealers must abide by all terms and conditions under this contract, including but not limited to Affirmative Action Contract Compliance reporting. It is the Dealer's responsibility to familiarize and communicate to their staff all terms and conditions of the contract and to raise questions directly with the manufacturer.

Dealers are required to provide customer service, sales service, warranty service, design services and installation services. If requested, the Authorized Dealer shall participate in any final inspection (walk-through) to confirm that the products and/or services used in the project have been provided/completed satisfactorily.

Dealers must maintain insurance levels as required by the State of Wisconsin. A Certificate of Insurance must be provided for each dealer at the point of contract implementation and at the point of new dealer additions during the contract term. Certificates of insurance must be provided annually or are required based upon policy expiration dates.

Dealers must offer rebates, special offers, discounts and promotions made available by the manufacturer at the point of quote order and rebates, special offers, discounts and promotions must be reflected on all documents, i.e., quotes, invoices, etc.

Regardless of the delivery location or order size, Authorized Dealers must adhere to manufacturer's lead times as provided on the Bidder's price sheets. Authorized Dealers must coordinate delivery and installation dates and times with the appropriate end user for each order.

If a dealer utilizes subcontractors to provide services under this contract, the subcontractor must abide by all terms and conditions as outlined in this RFB and the subsequent contract. A Certificate of Insurance must be provided to the State before the subcontractor is allowed to perform any on-site services.

Dealers may be added or removed from the Contract by notifying the DOA Contract Manager in writing. APPENDIX D: DEALER INFORMATION FORM and APPENDIX A: BIDDER REQUIRED FORM (DOA-3832) must be provided for each and every dealer at the time of contract negotiations/implementation. The State reserves the right to remove an Authorized Dealer for non-compliance or for any reason (at the discretion of the State) with thirty (30) day notice to the manufacturer.

Manufacturer must publish on the dedicated website, the names, addresses, phone number(s), email addresses and account manager/contact names for all dealers who will be supporting the State contract.

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### 3.2.4 PERFORMANCE AND SUPPORT REQUIREMENTS - DESIGN SERVICES

The following requirements are written to reflect open plan office panel systems but are to be incorporated for other types of furniture, as applicable.

- 1. Contractor shall provide, through their Authorized Dealer Network, all design, layout and reconfigure services at no cost to the State. "No Cost" Design/Layout revisions by the State shall be limited to no more than two revisions. If the State exceeds two revisions, the fee for completing any additional revisions shall be charged at a fee which does not exceed \$60 per hour and will require prior approval from the Authorized User.
- If exceptional circumstances arise for additional design services, beyond what is noted above, the Authorized Dealer must contact the designated authorized user and submit proposed design fees for approval prior to performing the additional services. This rate shall not exceed \$60 per hour.
- 3. Fabric, paint and finishes shall be available electronically and incorporated into CAD drawings to aid in the selection process.
- 4. The accuracy of all facility dimensions, obstructions and attributes shall be the responsibility of the Contractor's Authorized Dealer.
- 5. Contractor's Authorized Dealer shall be responsible for overages, shortages and all other ordering errors resulting from orders based on the design work completed by the Authorized Dealer. Approval of the design work by the Authorized User does not constitute responsibility for the Authorized Dealer design or ordering process.
- 6. If the Authorized Dealer is found to have designed and specified a furniture installation which does not fit properly due to inaccurate floor plans, it shall be the Authorized Dealer's responsibility, both financially and logistically, to resolve the matter to the satisfaction of the Authorized User. No payment shall be made until the issue is fully resolved and approved by the Authorized User.
- 7. Contractor's Authorized Dealer shall provide an installation plan showing in detail, the position of all new furniture products, wall heights, colors, types of panels, and voice/data outlets. The Authorized User shall approve, in writing, the final plan.
- 8. Contractor's Authorized Dealer shall be responsible for all plans and their review for correct product application and stability and shall notify the Authorized User immediately of any deviations or inconsistencies with product capabilities, including unusual assembly requirements.
- 9. Contractor's Authorized Dealer shall be 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 Contractor is responsible for the quick shipment and installation of the missing parts within the agreed upon timeframe and at no additional cost to the State.
- 10. Field verification of facility dimensions, including going to the site to inspect and measure the space along with updating the customer provided CAD drawings to reflect accurate dimensions or creating the CAD drawings if they don't exist.
- 11. Contractor's Designers shall ensure that the drawings meet all building, electrical and fire codes and may obtain approval from building department as required. In addition, all ADA codes/requirements must be met.

### RECONFIGURATION DESIGN SERVICES

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- 1. Product Inventory: Contractor's Authorized dealer must have their designer go out to the existing space and assess the existing furniture layout and products. A drawing and specification list of the existing furniture layout is required prior to beginning a reconfigure. If the original design was completed by the Contracted Supplier or Authorized Dealer and they have the drawings/design on file, the Authorized Dealer shall verify the existing layout against the drawings design on file, the Authorized Dealer shall verify the existing layout against the drawings then update the drawings to verify an accurate design/layout/count of existing products prior to beginning the new design. If the original design was not completed by the Contracted Supplier or Authorized Dealers, or they don't have drawings/design on file, then the Authorized Dealer shall need to create a new set of drawings, at no cost to the State, that reflects the current furniture layout prior to beginning the new design.
- 2. Field Verification of facility dimensions, this includes going on site to inspect and measure the space along with updating the customer provided CAD drawings to reflect accurate dimensions or creating the CAD drawings if they don't exist.
- 3. Contractor's Designers shall ensure that the drawings meet all building, electrical and fire codes and may obtain approval from building department as required. In addition, all ADA codes/requirements must be met.
- Furniture Space Planning, Layout and 3D Rendering, this may include multiple revisions based on agency feedback. Space planning may include preliminary block plans to determine space utilization or may include specific product application and design.
- 5. Furniture Specification, this includes creating parts list based on the layout of the space, application of CMF, and specification/coordination of electrical/data. This also includes a double check of work to make sure all specifications meet code and match the requested finishes, quantities, and sizes of the floor plan. This may also include time to research and present multiple product options are requested. Each time the layout of CMF is revised the specification must also be revised. A proposal is created from final specifications and allows and order to be placed.
- 6. Color, Material and Finish (CMF) recommendations. This may include a time to research and present multiple options as requested.

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## 3.2.5 PERFORMANCE AND SUPPORT REQUIREMENTS - INSTALLATION SERVICES

- 1. Delivery and installation dates must be coordinated to ensure there is no unnecessary interruption of ongoing Authorized User's activities.
- Delivery must be completed by the acknowledged and agreed upon delivery and installation date. In the event that a delivery is late and an alternative delivery date has not been negotiated between the Contractor and the Authorized User, the State may seek Liquidated Damages (See Section 4.8 Special Terms and Conditions -Liquidated Damages).
- 3. Contractor's Dealers must provide the Authorized User with at least forty-eight (48) hours notice of pending delivery and installation. For installations requiring outside trade work to be done, if an estimated delivery date will not be met the Contractor's Dealer must notify the Authorized User as soon as possible to re-schedule the delivery and installation.
- 4. In the event that the State has other agreements with other contractors for additional work, the Contractor's Dealer will fully cooperate with such contractors and shall not commit any act which will interfere with the performance by any other contractor or the State.
- 5. Contractor's Dealer must make their presence known to the Authorized User's building contact or ordering end user and shall do so each day when the installation staff arrives and departs.
- 6. Products will not be considered accepted until the installation is complete for the applicable product(s).
- 7. The State reserves the right to complete a punch list at completion of the delivery and/or installation.
- 8. Contractor will be required to adhere to any and all security policy/processes which may be in place at any State office location. Contractor shall contact the Authorized User, well in advance of the start of any project, to obtain security instructions specific to that facility. (For additional information, see Section 4.13 Special Terms and Conditions Access to Secure Facilities).
- Parking at State facilities/campuses may or may not be available. Contractor shall contact the Authorized User, well in advance of the start of any project, to obtain parking instructions specific to that facility. All parking fees shall be at the Contractor's expense.

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## 3.2.6 PERFORMANCE AND SUPPORT REQUIREMENTS - STORAGE/WAREHOUSING

Due to unforeseen circumstances and if unable to accept a delivery as scheduled, dealer must store the order(s) at their warehouse at no charge, for a period up to thirty (30) calendar days unless agreed upon differently by the Authorized User, Dealer and/or Contractor.

Should the storage exceed thirty (30) calendar days, charges for storage may be negotiated between the Authorized User and Dealer and/or Contractor. However, no charges for storage can be assessed without the written approval of the Authorized User.

Contractor/Authorized Dealer shall assume all responsibility, including insurance (equal to or greater than the value of the furniture being stored) for any and all furniture stored at their warehouse. In the event of any damage or loss while in Contractor's/Authorized Dealers possession, said furniture shall be replaced with the same or equivalent furniture at no additional cost to the State.

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### 3.2.7 PERFORMANCE AND SUPPORT REQUIREMENTS - PRODUCT WARRANTY

The Bidder (manufacturer) shall, at a minimum, warrant the office furniture products and materials (excluding fabric) offered, from date of installation, as defined below:

- System Furniture Minimum of 10 years
- · Seating Minimum of 10 years
- Desk/Tables Minimum of 10 years
- Filing, Metal Storage and Wood Case Goods Minimum of 10 years
- Ergonomic Minimum of 3 years for base legs; Sit/stands a minimum of 10 years (with the exception of the electrical components which shall be a minimum of 3 years).
- Electrical components (i.e., wiring, switches, etc.) Minimum of 3 years

Bidder agrees its products to be free from defect in materials and workmanship, given normal use and care, over the period of the manufacturer's warranty.

Bidder agrees to repair and/or replace without charge (including freight both ways) any product or part thereof that proves to be defective or fails within the warranty period as specified.

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 and installation) throughout the warranty.

Products which require warranty repair or replacement must be repaired or replaced within a reasonable time frame or within a time frame that is agreed upon, in writing, with the Authorized User.

Bidder must include with their bid submission a copy of their product warranty policy(ies) for all products being offered to the State.

Please Note: There are Bid Factors that relate to this requirement. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically. If submitting a paper bid, Bid Factors can be downloaded from the Supporting Documents and included with your paper bid submission.

### 3.2.8 PERFORMANCE AND SUPPORT REQUIREMENTS - RESPONSE TIME

The Dedicated Account Manager and any other Contractor staff shall respond to all communications within twenty-four (24) hours of contact during normal business hours. If the issue will take more than 24 hours to resolve, the Contractor must communicate an anticipated timeline for resolution.

A Customer Service call center must be available to accept and handle calls and/or emails between normal business hours (8:00 AM CDT to 6:00 PM CDT), Monday - Friday.

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## 4 SPECIAL TERMS AND CONDITIONS OF BID

The State reserves the right to negotiate special terms and conditions when it is in the best interest of the State to do so. The Bidder shall not submit its own contract document as a substitute for the State's Special Terms and Conditions.

Bidders shall accept all terms and conditions or submit point-by-point exceptions along with proposed alternative language for each point. The State may or may not consider any of the Bidder's suggested revisions. Any changes or amendment to any of the terms and conditions will occur only if the change is in the best interest of the State.

Please Note: There are Bid Factors that relate to this requirement. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically. If submitting a paper bid, Bid Factors can be downloaded from the Supporting Documents and included with your paper bid submission.

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### 4.1 SPECIAL TERMS AND CONDITIONS - ORDERS

Authorized Users shall be responsible for placing their own orders and will determine the ordering method which will be used. Contractor must have the ability to accept orders by all of the following ordering methods.

- Via a local Wisconsin telephone number and/or a toll free number
- Via Fax
- Via e-mail

Accurate invoices for all orders must be received within five (5) business days of agreed upon invoice receipt date, or within five (5) days after receipt of order if no receipt date is specified. Contractor shall submit invoices only after the entire installation is completed, including punch list items. Under the discretion of the Authorized User, invoices received prior to installation completion may be held until installation is complete. Payment of invoices prior to delivery does not alter Contractor's obligations under Section 4.2.

Contractor and all dealers must maintain a minimum invoice accuracy and/or timeliness rate of 97% as measured by products ordered and reported on a bi-annual basis. Invoices shall be made available to end users in hard copy and electronic copy if requested.

Contractors and their Dealers shall not invoice service fees or additional costs to any Authorized User during the term of the Contract unless approved by the DOA Contract Manager or otherwise agreed to by the Authorized User prior to order. Additional costs/fees that are not allowed include but are not limited to the following:

- delivery location fees
- small order/"minimum" order fees
- "Special Order" fees
- P-Card related charges
- Return fees for inaccuracies or other error on the part of the Contractor and/or Dealer (e.g. restocking fees)
- Advance payment or money down
- In the event of a price change between the date of order and the date of delivery and/or installation, Contractor's dealers shall only charge the lower price.

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### 4.2 SPECIAL TERMS AND CONDITIONS - DELIVERY REQUIREMENTS

Delivery shall be made by common carrier or Bidder's vehicle, with unloading to be performed by the carrier or Bidder and carton(s) transported to the desktop of the individual specified on the order or inside dock at the location specified on the order or any alternate location as specified on the order. Bid prices shall include all packaging, freight and insurance costs.

Failure to bid FOB Destination, Freight Prepaid and Allowed will disqualify the Bid.

The Bidder may not, throughout the life of the contract, charge the State Fuel Surcharges or any other similar freight fees.

Contractor and/or Authorized Dealer are responsible for filing and expediting all freight claims with carriers. The Contractor shall pay title and risk of loss or damage charges. If concealed damage has occurred, damage which is not apparent at the time of delivery and was only discovered after packaging has been opened and the contents examined, the filing of all freight claims will be the responsibility of the Contractor and/or Contractor's Authorized Dealer.

## 4.3 SPECIAL TERMS AND CONDITIONS - DUPLICATES AND OVER SHIPMENTS

Upon written notification by the Procuring Agency of a duplicate or over shipment, goods shall be removed at the Contractor's expense. If such goods are not removed within ten (10) business days of receipt of notification from the Procuring Agency, the Procuring Agency, at its discretion, may charge the Contractor a per diem (1% of total invoice value of the duplicate/over shipment) for each and every day the duplicate/over shipment remains on State property.

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### 4.4 SPECIAL TERMS AND CONDITIONS - RETURN POLICY

Authorized Users shall coordinate returns with the Contractor's Authorized dealer.

Upon notification by the Authorized User of a duplicate shipment, over-shipment or shipment received in poor condition, the products must be promptly removed. The Contractor and the Authorized dealer shall coordinate the removal.

Full credit for returned goods shall be made within thirty (30) days of receipt of the returned goods unless otherwise agreed upon between the Contractor and the Authorized User.

The State shall not be charged a re-stock fee for any returned for damaged product and/or Contractor error. The Contractor/Dealer must bear all packaging, shipping and insurance costs for the return of the product. Contractor/Dealer shall be liable for any damages to the product, unless caused by fault or negligence of the Authorized User, that occurs during the return process.

The State reserves the right to return product for failure of performance. The State reserves the right to accept either a full refund for the returned product or replacement of the product.

If the State has made and error, and it is part of the standard product offering, a re-stock fee, not to exceed 25%, may be charged. If the item is a custom made product, the product manufacturer's re-stock policy will apply.

### 4.5 SPECIAL TERMS AND CONDITIONS - NEW AND DISCONTINUED ITEMS

The Contractor may offer new products in their product offering at any time, however any new product must follow the scope of the contract and meet the minimum specifications for the category. The State retains the right of refusal or acceptance of any new product(s) being offered.

Upon discontinuation of a product, the Contractor must inform the State of the product discontinuation 90 days prior to the last date of production.

Discounts for these products must reflect the fixed contract discount for the awarded product line. Contractors may request additional similar product lines be added to the contract; however, pricing (including discounts) must be consistent with the current contract items. The DOA Contract Manager will evaluate requests and update the contract offering via written amendment as appropriate. The Contractor 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.

Contractor shall utilize APPENDIX E: REQUEST TO ADD/DELETE PRODUCTS when requesting additions or deletions of product lines to the contract.

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### 4.6 SPECIAL TERMS AND CONDITIONS - PRODUCT SAMPLES

The State reserves the right, at any time throughout the life of the contract, to request product samples to assess products or verify product compliance with Bid Specifications, and/or to identify alternate products to achieve cost savings, etc. Samples shall be delivered within five (5) days of request. All samples shall be provided at no cost to the State and shall be returned to the Contractor, at the Contractor's expense.

Upon request, Contractor and/or Authorized Dealers must provide product samples (e. g. laminate, wood, finish, and fabric samples) and/or demonstrate finished samples such as a complete work station or private office, to Authorized Users at no additional cost.

### 4.7 SPECIAL TERMS AND CONDITIONS - BACKGROUND CHECKS

Due to the nature of this solicitation, the Procuring Agency reserves the right to conduct background checks on the organization, its officers and employees, and subcontractors, if applicable in order to determine whether any conviction exists that is substantially related to the solicited commodity or service, or if such conviction may otherwise adversely affect the Bidder's ability to perform under the resulting Contract. The State is the sole determinant of whether the results of a background check(s) will negatively impact the Contractor's ability to meet contractual obligations and requirements.

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### 4.8 SPECIAL TERMS AND CONDITIONS - LIQUIDATED DAMAGES

The State will suffer damages due to the Contractor's lack of performance of certain terms and conditions of the Contract. Since it is impractical and extremely difficult to fix the actual damages sustained in the event of any such non-performance, the State may impose the following as liquidated damages, and not as a penalty, for the performance failures listed below.

- Late delivery date and alternative delivery date has not been negotiated between the Contractor and the Authorized User: The Contractor may be charged a penalty in the amount of 1% of the total invoice value of the shipment, per day, for each day that the delivery is late. In lieu of liquidated damages, the Contractor may provide temporary furniture, at no cost to the State, if agreed to by the Authorized User. Liquidated damages may be imposed at the discretion of the Authorized User but such imposition does not preclude the Authorized Users from compensation from the Contractor or Authorized Dealer for other quantifiable expenses caused by the late delivery. Contractor shall be invoiced by the Authorized User for any liquidated damages imposed and payment shall be made by the Contractor within 30 days of receipt of the invoice.
- Duplicate or Over Shipment: Upon written notification by the Authorized User of a
  duplicate or over shipment, goods shall be removed at the Contractor's expense. If
  such goods are not removed within ten (10) business days of receipt of notification
  from the Authorized User, the Authorized User, at its discretion, may charge the
  Contractor a per diem (1% of the total invoice value of the duplicate/over shipment)
  for each day the duplicate/over shipment remains on State property.

### 4.9 SPECIAL TERMS AND CONDITIONS - TOBACCO-FREE ENVIRONMENT

Contractor's employees shall refrain from using tobacco products while providing services onsite. Disregard of the facility's policy concerning tobacco use could result in a fine and immediate expulsion of the Contractor's and subcontractor's employee(s) off the State's property.

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## 4.10 SPECIAL TERMS AND CONDITIONS - FRATERNIZATION/AGENCY WORK RULES

All Contractors and their subcontractors (if applicable) working on-site are subject to departmental rules. A copy of these rules may be obtained by written request to the Procuring Agency's Procurement Manager identified in this RFB.

Contractor agrees to have a written policy on fraternization that prohibits the forming of improper relationships between Contractor's employees and customers or clients. Engaging in personal relationships with customers or clients is prohibited under this contract. Personal relationships include, but are not limited to, any sexual, social or physical contact.

State of Wisconsin agencies may require a separate agency specific fraternization agreement with Contractors based on the type of public service provided to their clients and customers. Contracted vendors will be required to conform to the requirements of the buying agency.

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### 4.11 SPECIAL TERMS AND CONDITIONS - PAYMENT TERMS

The payment methods may vary from Authorized Users and projects and the Contractor must be able to accept payment by:

- State's Purchasing Card (P-Card)
- Check
- ACH

State agencies must meet a statutory mandate to pay or reject invoices within 30 days of receipt. Before payment is made, the procuring agency must verify that all invoiced charges are correct and financial conditions are in compliance with the contract and corresponding Purchase Order. Only properly submitted invoices will be officially received for payment. Prompt payment requires that invoices be clear, complete and in compliance with the conditions of the Request for Bid and subsequent purchase orders.

Each invoice shall be itemized and must include any applicable purchase order number. Payment for invoices that do not include detailed pricing information may be delayed until this information is received.

The Contractor shall submit charges to reflect the prices and discounts established for the items on the contract. The Contractor will be paid after goods and/or services have been delivered, installed (if required) and accepted as specified. A good faith dispute creates an exception to prompt payment.

The Contractor shall not request from Authorized Users any advance payment or money down.

#### P-Card

Most agencies will use the State's Purchasing Card (P-Card) for payment. The Contractor must accept P-Cards and agrees to not charge any markup or other fee(s) for the use of the card.

The Contractor, agrees to indemnify and hold the State, it's employees and agents, harmless for, from and against any and all claims, cause of action, suits, judgements, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of State customer credit card or identity information managed, retained or maintained by the Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information.

### 2%10, Net 30

If an Authorized User chooses to be invoiced for orders versus paying with a P-Card, 2%10, net 30 terms shall apply to all invoices.

### Other Payment Terms

The State or a specific agency may request other payments methods, for example, ACH or other electronic payment method.

The State or agency shall communicate such requirement to the DOA Contract Manager and upon approval from the DOC Contract Manager will work directly with the Contractor to meet the Agency's specific payment requirement.

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There shall be no cost to the State form the Contractor to adhere to any payment method.

Please Note: There are Bid Factors that relate to this requirement. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically. If submitting a paper bid, Bid Factors can be downloaded from the Supporting Documents and included with your paper bid submission.

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### 4.12 SPECIAL TERMS AND CONDITIONS - CERTIFICATES OF INSURANCE

Upon request by the State of Wisconsin, the Bidder shall provide copies of insurance policies and/or insurance certificates in effect during this Contract. The insurance policies shall be issued by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A- unless otherwise approved in writing by the State's Contract Administrator and the signature of an authorized agent.

The policies and/or certificates shall be submitted to the State upon request, for annual review and/or when insurance coverage(s) or providers are changed. In the event the Contractor's required insurance policies in effect during this Contract are modified or cancelled, Contractor shall immediately provide notice to the State of Wisconsin.

The Certificates of Insurance listed below shall be provided as stated herein to:

Department of Administration State Bureau of Procurement Cathy Neidner, Procurement Specialist - Advanced 101 E. Wilson Street, 6th Floor Madison, WI 53707-3405

Copies of these required insurance policies and certificates must be provided on an annual basis throughout the term of the contract. In addition, copies must be provided to the Buying Agency upon request.

Additional Insured: The Contractor shall add the "State of Wisconsin, its officers, employees and agents" as an additional insured under the commercial general and professional liability policies.

The minimum insurance coverage and limits will be required in the contract resulting from the Bid award:

Workers Compensation (WC)	
Commercial General Liability (CGL): Aggregate including: Products and Complete Operations Each Occurrence	\$1,000,000 \$1,000,000
Automobile Liability - Combined Single Limit	\$1,000,000
Professional Liability (malpractice)	\$2,000,000

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### 4.13 SPECIAL TERMS AND CONDITIONS - ACCESS TO SECURE FACILITIES

Execution of this contract may require access/entrance into secure facilities or secure areas of operation by Department of Transportation (DOT), Department of Corrections (DOC) as well as secure treatment facilities operated by the Department of Health Services (DHS).

In addition to the secure facilities mentioned above, Contractor may be required to adhere to any and all security policy/processes which may be in place at any State office location. Contractor shall contact a facility, well in advance of the start of any project, to obtain security instructions specific to that facility.

Contractor or subcontractor must inform the facility Security Director if any of their employees have been convicted of a felony, drug conviction or is currently on probation or awaiting a hearing; has a friend or family member within the specific project facility; or has ever been confined within a Correctional facility. The Contractor will be notified if any of their workers will not be allowed to work at or within the secured facility.

Contractor staff may be required to pass through a metal detector and/or have all carry-in items x-rayed or searched.

Compliance to all security and identification procedures, at each State location, will be at no additional cost to the State.

Common guidelines include, but are not limited to:

- Contractor and Contractor's employees and/or subcontractors, must comply
  with the security requirements at each State of Wisconsin facility. Contractors
  are responsible for communicating common security restriction(s) to all their
  employees and/or subcontractors.
- Stricter security procedures are in place at DOT, DOC, DHS facilities and/or any State agency or UW Campus. Contractor and Contractor's employees or subcontractors must comply with all requirements.
- Identification: All Contractor's and/or subcontractor's employees, while on State property, are required to carry or display acceptable identification. Requirements may vary by agency. It is the Contractor's responsibility to ensure that acceptable identification is used.
- Vehicle Security: All Contractor's and subcontractor's vehicles must be locked when the vehicle is unattended. All vehicles shall park in the designated/assigned area.
- Patient/Inmate Contact: Fraternization with inmates or patients is prohibited.
  In the event of contact, Contractor or subcontractor must report any contact to
  the Agency before leaving the site. Nothing is to be given to inmates or
  patients (food, mail, money, newspapers, magazines, etc.) without
  authorization. Nothing is to be received from inmates or patient or removed or

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transported from secure facilities.

### Contraband

Although specific policies may vary somewhat between State facilities, contraband items are prohibited on the person. Items may be left at security, however, illegal items will not be returned. Contraband items include, but are not limited to:

- drugs
- tobacco products
- cell phones, digital telephones, pagers, cameras, video equipment
- computers or laptops
- · adult or pornographic materials
- explosive and weapons (including pocket knives and razor blades)
- containers holding flammable liquids must be kept in an approved container and contents clearly identified.

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## 4.14 SPECIAL TERMS AND CONDITIONS - CANCELLATION AND TERMINATION

### **TERMINATION FOR CAUSE**

The State may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract. The Contractor may terminate this Contract after providing the State one hundred and twenty (120) calendar days' notice of the State's right to cure a failure of the State to perform under the terms of this Contract. Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

### TERMINATION FOR CONVENIENCE

Either party may terminate this Contract at any time, without cause, by providing a written notice; the State of Wisconsin by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least one hundred and twenty (120) calendar days' notice to the State in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual Service hours provided. The State shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.

### **CONTRACT CANCELLATION**

The State reserves the right to cancel this Contract in whole or in part without penalty if the Contractor:

- Fails to perform any material obligation required under the Contract
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice
- Makes an assignment for the benefit of creditors
- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes
- Incurs a delinquent Wisconsin tax liability
- Fails to submit a non-discrimination or affirmative action plan as required in

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- the Standard Terms and Conditions (DOA-3054)
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law)
- Becomes a federally debarred Contractor
- Is excluded from federal procurement and non-procurement contracts
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract
- Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information
- Contractor performance threatens the health or safety of a State employee or State customer

## 4.15 CANCELLATION AND TERMINATION - CONTRACT CANCELLATION AT TIME OF RENEWAL

If over a course of one contract year there has been no sales activity with any Contractor, the State reserves the right, at time of contract renewal, to cancel the contract with that Contractor at no penalty to the State or Contractor.

## 4.16 SPECIAL TERMS AND CONDITIONS - CATALOG AND PRODUCT LITERATURE

Contractor and/or Authorized Dealers must provide current manufacturer's catalogs (hard copy and/or electronic), when requested, at no additional cost to any Authorized User. There is no limit to the number of catalogs which may be requested.

Contractor's current catalog must identify an accurate list price for all products. In the event of a price change approved by the DOA Contract Manager but not yet published in the catalog, the Contractor and/or Authorized Dealers must notify the Authorized User of the current price prior to order.

Upon request, Contractor and/or Authorized Dealer must provide specific literature at no additional cost.

If hard copy versions of catalogs have been provided, the Contractor and/or Authorized Dealer must provide updated materials at a minimum of once a year (if applicable). Updates must be sent to the Authorized User that originally requested the hard copy versions.

### 4.17 SPECIAL TERMS AND CONDITIONS - eCOMMERCE

If desired by the State, the Bidder agrees to implement a business-to-business cXML partnership between the Bidder's eCommerce system and the State's eCommerce system (WISBuy and Shop@UW) at no additional cost to the State.

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### 4.18 SPECIAL TERMS AND CONDITIONS - SAMPLE CONTRACT

The intended result of this RFB is to enter into a contractual agreement with the selected Bidder (s). A Sample Contract has been provided as APPENDIX: C: SAMPLE CONTRACT. The contract specifically incorporates by reference all the mandatory requirements and specifications of the Bid Sections including:

- Mandatory bid requirements
- · Conditions specific to this bid
- Pricing Structure

The Bidder at time of bid submission may communicate any proposed changes to the Sample Contract by uploading a version of Appendix C with the proposed changes clearly identified.

If DOA, at its sole discretion, determines that it is in the best interest of the State to do so, it may agree with the selected Bidder to negotiate some of the contract terms or the special conditions of the Bid. However, such negotiations may not affect the method of award, disadvantage another Bidder or affect the scope of the Bid.

As with any contract, once executed, both parties will be expected to meet and perform all of its respective contract obligations. Failure to do so will subject that non-performing part to various contract remedies.

# 5 COST STRUCTURE AND PRICE SHEET INSTRUCTIONS 5.1 METHOD OF BID

The Bidder shall submit a net unit price and, if applicable, an extended net total for each item specified. Prices shall be in U.S. dollars unless otherwise indicated. In the event of errors in calculation, unit price shall prevail.

Only original manufacturers will be allowed to submit bids. Dealers of the original manufacturer may not respond to the RFB. Any bid response received from a Dealer shall be rejected.

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### **5.2 PRICE SHEET INSTRUCTIONS**

Bidders shall complete the Price Sheets per the instructions. Bidders may not alter the Price Sheets in any manner unless the instructions on the Price Sheet indicate otherwise.

In order to be considered responsive, the Bidder must meet all the mandatory requirements for each category as identified in the Product Specifications in the bid document. Bidder's may respond to any or all categories.

Please confirm which category(ies) you will be bidding on by using the Bid Factor associated with this line.

Please Note: There are Bid Factors that relate to this section. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically. If submitting a paper bid, Bid Factors can be downloaded from the Supporting Documents and included with your paper bid submission.

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## 5.2.1 INSTRUCTIONS FOR PRICE SHEET A: CATEGORY A: SYSTEMS FURNITURE AND ACCESSORIES

PRICE SHEET A: SYSTEMS FURNITURE AND ACCESSORIES must be downloaded, completed and uploaded into the eSupplier Portal if submitting your bid electronically. If submitting a paper bid, the price sheet must be downloaded, completed and the price sheet included with your paper bid submission.

NOTE: Workbook has two tabs - Open Plan Group 1 and Open Plan Group 2

- 1. Bidder must identify the product line that most closely matches the typical. For the purposes of this bid and the contract resulting from this RFB, the product line identified will be the Bidder's primary product line ("Primary").
  - All surfaces to be standard laminate finishes with standard PVC edge style
  - All metal and/or plastic to be standard
  - · All locks to be keyed alike
  - Provide all connectors, electrical components and finish trim
- 2. Bidder must provide standard lead time information.
- 3. Bidder must provide a list price for every component listed in the typical.
- 4. Bidder must provide a fixed discount from list pricing for the primary line ("Primary Discount"). The Primary Discount must be the same for every component in the typical. Percentages must be valid numerical percentages. Percentages input will be carried out to two (2) decimal places.
- 5. The discounted component price, extended price and the Typical Total will calculate using existing formulas. Do not adjust the formulas in any way.
- 6. For components which would be considered a "custom" ordered product, Bidder must identify the custom components as required. Even if the component in the typical is not a current production standard for your company, you can provide the component as custom, provide a list price and Primary Discount for all such product lines.
- 7. Statements such as "negotiable", "varies" or a blank response will be considered unresponsive. The typical drawing is for informational and illustrative purposes only. Bidders who intend to combine portions of more than one (1) Primary Product line to meet the typical must honor the same Primary Discount for all such product lines.
- 8. Bidder may only enter data into the fields highlighted in yellow. Any alteration to other fields of the price sheet will result in bid rejection.
- 9. Bidder must provide the name and date of the price list which will be in effect at the time of the contract initiation.
- 10. Catalog Discounts:
  - Bidder must submit discounts from the list price for all product lines they are willing to offer from their catalog ("Catalog Discount:).
  - For all Catalog Discounts, Bidder must identify the product line and applicable discount. Bidders also have the option of providing a single Catalog Discount for all product lines in their catalog for each category not otherwise identified.
  - Percentages must be valid numerical percentages. Statements such as "negotiable", "varies" or a blank response will be considered unresponsive.

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## 5.2.2 INSTRUCTIONS FOR PRICE SHEET B: CATEGORY B: PRIVATE OFFICE FURNITURE AND ACCESSORIES

PRICE SHEET B: PRIVATE OFFICE FURNITURE AND ACCESSORIES must be downloaded, completed and uploaded back into the eSupplier Portal if submitting your bid electronically. If submitting a paper bid, the price sheet must be downloaded, completed and the price sheet included with your paper bid submission.

NOTE: Workbook has three tabs - Group 1 Laminate, Group 2 Metal, Group 3 Wood

- Bidder must identify the product line that most closely matches the typical. For the purposes of this bid and the contract resulting from this RFB, the product line identified will be the Bidder's primary product line ("Primary").
  - All surfaces to be standard laminate finishes with standard PVC edge style
  - All metal and/or plastic to be standard
  - · All locks to be keyed alike
  - Provide all connectors, electrical components and finish trim
- 2. Bidder must provide standard lead time information.
- 3. Bidder must provide a list price for every component listed in the typical.
- 4. Bidder must provide a fixed discount from list pricing for the primary line ("Primary Discount"). The Primary Discount must be the same for every component in the typical. Percentages must be valid numerical percentages. Percentages input will be carried out to two (2) decimal places.
- 5. The discounted component price, extended price and the Typical Total will calculate using existing formulas. Do not adjust the formulas in any way.
- 6. For components which would be considered a "custom" ordered product, Bidder must identify the custom components as required. Even if the component in the typical is not a current production standard for your company, you can provide the component as custom, provide a list price and Primary Discount for all such product lines.
- 7. Statements such as "negotiable", "varies" or a blank response will be considered unresponsive. The typical drawing is for informational and illustrative purposes only. Bidders who intend to combine portions of more than one (1) Primary Product line to meet the typical must honor the same Primary Discount for all such product lines.
- 8. Bidder may only enter data into the fields highlighted in yellow. Any alteration to other fields of the price sheet will result in bid rejection.
- 9. Bidder must provide the name and date of the price list which will be in effect at the time of the contract initiation.
- 10. Catalog Discounts:
  - Bidder must submit discounts from the list price for all product lines they are willing to offer from their catalog ("Catalog Discount:).
  - For all Catalog Discounts, Bidder must identify the product line and applicable discount. Bidders also have the option of providing a single Catalog Discount for all product lines in their catalog for each category not otherwise identified.
  - Percentages must be valid numerical percentages. Statements such as "negotiable", "varies" or a blank response will be considered unresponsive.

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### 5.2.3 INSTRUCTIONS FOR PRICE SHEET C: CATEGORY C: SEATING

PRICE SHEET C: SEATING must be downloaded, completed and uploaded back into the eSupplier Portal if submitting your bid electronically. If submitting a paper bid, the price sheet must be downloaded, completed and the price sheet included with your paper bid submission.

- 1. Bidder must identify the product line that most closely matches the market basket item. For the purposes of this bid and the contract resulting from this RFB, the product line identified will be the Bidder's primary product line ("Primary").
- 2. Bidder must provide standard lead time information.
- 3. Bidder must provide a list price and the fixed discount from list price ("Primary Discount") for every line item. Percentages must be valid numerical percentages. Percentages input will be carried out to two (2) decimal places.
- 4. The discounted line item price, extended price and the Product Total will calculate using the existing formulas DO NOT adjust the existing formulas in any way.
- 5. For Ergonomic seating, Standard Duty and Heavy Duty, fill in the "Ergonomic Features" 1, 2 and 3.
- 6. In response to pricing and discounting, statements such as "negotiable", "varies" or a blank response will be considered unresponsive.
- 7. Product descriptions are informational and illustrative purposes only.
- 8. Bidder may only enter data into the fields highlighted in yellow. Any alteration to other fields of the price sheet will result in bid rejection.
- 9. Bidder must provide the name and date of the price list which will be in effect at the time of the contract initiation.
- 10. Catalog and Volume Discounts:
  - Bidder is strongly encouraged to submit a catalog discount from the list price for all other product lines they are willing to offer from their catalog ("Catalog Discounts") at various volume thresholds.
  - Bidder must provide the name and date of the catalog which will be in effect at the time of the contract initiation.
- 11. Delivery only Discount:
  - Product pricing is FOB Destination Delivered and installed as a standard.
    Bidders must provide an additional discount from the total net order amount
    ("Delivery-only Discount") for all ergonomic seating product lines on the
    contract resulting from the RFB that are only delivered (not installed) to a
    customer's specified location. Delivery-only orders must arrive assembled.

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### 5.2.4 INSTRUCTIONS FOR PRICE SHEET D: CATEGORY D: DESKS AND TABLES

PRICE SHEET D: DESKS AND TABLES must be downloaded, completed and uploaded back into the eSupplier Portal if submitting your bid electronically. If submitting a paper bid, the price sheet must be downloaded, completed and the price sheet included with your paper bid submission.

- 1. Bidder must identify the product line that most closely matches the market basket item. For the purposes of this bid and the contract resulting from this RFB, the product line identified will be the Bidder's primary product line ("Primary").
- 2. Bidder must provide standard lead time information.
- 3. Bidder must provide a list price and the fixed discount from list price ("Primary Discount") for every line item. Percentages must be valid numerical percentages. Percentages input will be carried out to two (2) decimal places.
- 4. The discounted line item price, extended price and the Product Total will calculate using the existing formulas DO NOT adjust the existing formulas in any way.
- 5. For items, components or features that would be considered a "custom" order, identify the custom component(s) as required. Even if the component is not a current production standard for the Bidder, if they can be provided as a custom, Bidder must provide a list price and Primary Discount.
- 6. In response to pricing and discounting, statements such as "negotiable", "varies" or a blank response will be considered unresponsive.
- 7. Product descriptions are informational and illustrative purposes only.
- 8. Bidder may only enter data into the fields highlighted in yellow. Any alteration to other fields of the price sheet will result in bid rejection.
- 9. Bidder must provide the name and date of the price list which will be in effect at the time of the contract initiation.
- 10. Catalog and Volume Discounts:
  - Bidder is strongly encouraged to submit a catalog discount from the list price for all other product lines they are willing to offer from their catalog ("Catalog Discounts") at various volume thresholds.
  - Bidder must provide the name and date of the catalog which will be in effect at the time of the contract initiation.
- 11. Delivery only Discount:
  - Product pricing is FOB Destination Delivered and installed as a standard.
    Bidders must provide an additional discount from the total net order amount
    ("Delivery-only Discount") for all ergonomic seating product lines on the
    contract resulting from the RFB that are only delivered (not installed) to a
    customer's specified location. Delivery-only orders must arrive assembled.

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## 5.2.5 INSTRUCTIONS FOR PRICE SHEET E: CATEGORY E: FILING, METAL STORAGE AND WOOD CASE GOODS

PRICE SHEET E: FILING, METAL STORAGE AND WOOD CASE GOODS must be downloaded, completed and uploaded back into the eSupplier Portal if submitting your bid electronically. If submitting a paper bid, the price sheet must be downloaded, completed and the price sheet included with your paper bid submission.

- 1. Bidder must identify the product line that most closely matches the market basket item. For the purposes of this bid and the contract resulting from this RFB, the product line identified will be the Bidder's primary product line ("Primary").
- 2. Bidder must provide standard lead time information.
- 3. Bidder must provide a list price and the fixed discount from list price ("Primary Discount") for every line item. Percentages must be valid numerical percentages. Percentages input will be carried out to two (2) decimal places.
- 4. The discounted line item price, extended price and the Product Total will calculate using the existing formulas DO NOT adjust the existing formulas in any way.
- 5. For items, components or features that would be considered a "custom" order, identify the custom component(s) as required. Even if the component is not a current production standard for the Bidder, if they can be provided as a custom, Bidder must provide a list price and Primary Discount.
- 6. In response to pricing and discounting, statements such as "negotiable", "varies" or a blank response will be considered unresponsive.
- 7. Product descriptions are informational and illustrative purposes only.
- 8. Bidder may only enter data into the fields highlighted in yellow. Any alteration to other fields of the price sheet will result in bid rejection.
- 9. Bidder must provide the name and date of the price list which will be in effect at the time of the contract initiation.
- 10. Catalog and Volume Discounts:
  - Bidder is strongly encouraged to submit a catalog discount from the list price for all other product lines they are willing to offer from their catalog ("Catalog Discounts") at various volume thresholds.
  - Bidder must provide the name and date of the catalog which will be in effect at the time of the contract initiation.
- 11. Delivery only Discount:
  - Product pricing is FOB Destination Delivered and installed as a standard. Bidders must provide an additional discount from the total net order amount ("Delivery-only Discount") for all ergonomic seating product lines on the contract resulting from the RFB that are only delivered (not installed) to a customer's specified location. Delivery-only orders must arrive assembled.

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## 5.2.6 INSTRUCTIONS FOR PRICE SHEET F: CATEGORY F: SPECIAL ERGONOMIC PRODUCTS

PRICE SHEET F: SPECIAL ERGONOMIC PRODUCTS must be downloaded, completed and uploaded back into the eSupplier Portal if submitting your bid electronically. If submitting a paper bid, the price sheet must be downloaded, completed and the price sheet included with your paper bid submission.

- 1. Bidder must identify the product line that most closely matches the market basket item. For the purposes of this bid and the contract resulting from this RFB, the product line identified will be the Bidder's primary product line ("Primary").
- 2. Bidder must provide standard lead time information.
- 3. Bidder must provide a list price and the fixed discount from list price ("Primary Discount") for every line item. Percentages must be valid numerical percentages. Percentages input will be carried out to two (2) decimal places.
- 4. The discounted line item price, extended price and the Product Total will calculate using the existing formulas DO NOT adjust the existing formulas in any way.
- 5. In response to pricing and discounting, statements such as "negotiable", "varies" or a blank response will be considered unresponsive.
- 6. Product descriptions are informational and illustrative purposes only.
- 7. Bidder may only enter data into the fields highlighted in yellow. Any alteration to other fields of the price sheet will result in bid rejection.
- 8. Bidder must provide the name and date of the price list which will be in effect at the time of the contract initiation.
- 9. Catalog and Volume Discounts:
  - Bidder is strongly encouraged to submit a catalog discount from the list price for all other product lines they are willing to offer from their catalog ("Catalog Discounts") at various volume thresholds.
  - Bidder must provide the name and date of the catalog which will be in effect at the time of the contract initiation.
- 10. Delivery only Discount:
  - Product pricing is FOB Destination Delivered and installed as a standard.
    Bidders must provide an additional discount from the total net order amount
    ("Delivery-only Discount") for all ergonomic seating product lines on the
    contract resulting from the RFB that are only delivered (not installed) to a
    customer's specified location. Delivery-only orders must arrive assembled.

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## 5.2.7 INSTRUCTIONS FOR PRICE SHEET G: CATEGORY G: CAFETERIA TABLES, SEATING AND ACCESSORIES

PRICE SHEET G: CAFETERIA TABLES, SEATING AND ACCESSORIES must be downloaded, completed and uploaded back into the eSupplier Portal if submitting your bid electronically. If submitting a paper bid, the price sheet must be downloaded, completed and the price sheet included with your paper bid submission.

- 1. Bidder must identify the product line that most closely matches the market basket item. For the purposes of this bid and the contract resulting from this RFB, the product line identified will be the Bidder's primary product line ("Primary").
- 2. Bidder must provide standard lead time information.
- 3. Bidder must provide a list price and the fixed discount from list price ("Primary Discount") for every line item. Percentages must be valid numerical percentages. Percentages input will be carried out to two (2) decimal places.
- 4. The discounted line item price, extended price and the Product Total will calculate using the existing formulas DO NOT adjust the existing formulas in any way.
- 5. In response to pricing and discounting, statements such as "negotiable", "varies" or a blank response will be considered unresponsive.
- 6. Product descriptions are informational and illustrative purposes only.
- 7. Bidder may only enter data into the fields highlighted in yellow. Any alteration to other fields of the price sheet will result in bid rejection.
- 8. Bidder must provide the name and date of the price list which will be in effect at the time of the contract initiation.
- 9. Catalog and Volume Discounts:
  - Bidder is strongly encouraged to submit a catalog discount from the list price for all other product lines they are willing to offer from their catalog ("Catalog Discounts") at various volume thresholds.
  - Bidder must provide the name and date of the catalog which will be in effect at the time of the contract initiation.
- 10. Delivery only Discount:
  - Product pricing is FOB Destination Delivered and installed as a standard. Bidders must provide an additional discount from the total net order amount ("Delivery-only Discount") for all ergonomic seating product lines on the contract resulting from the RFB that are only delivered (not installed) to a customer's specified location. Delivery-only orders must arrive assembled.

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## 5.2.8 INSTRUCTIONS FOR PRICE SHEET H: CATEGORY H: OUTDOOR FURNITURE AND ACCESSORIES

PRICE SHEET H: OUTDOOR FURNITURE AND ACCESSORIES must be downloaded, completed and uploaded back into the eSupplier Portal if submitting your bid electronically. If submitting a paper bid, the price sheet must be downloaded, completed and the price sheet included with your paper bid submission.

- 1. Bidder must identify the product line that most closely matches the market basket item. For the purposes of this bid and the contract resulting from this RFB, the product line identified will be the Bidder's primary product line ("Primary").
- 2. Bidder must provide standard lead time information.
- 3. Bidder must provide a list price and the fixed discount from list price ("Primary Discount") for every line item. Percentages must be valid numerical percentages. Percentages input will be carried out to two (2) decimal places.
- 4. The discounted line item price, extended price and the Product Total will calculate using the existing formulas DO NOT adjust the existing formulas in any way.
- 5. In response to pricing and discounting, statements such as "negotiable", "varies" or a blank response will be considered unresponsive.
- 6. Product descriptions are informational and illustrative purposes only.
- 7. Bidder may only enter data into the fields highlighted in yellow. Any alteration to other fields of the price sheet will result in bid rejection.
- 8. Bidder must provide the name and date of the price list which will be in effect at the time of the contract initiation.
- 9. Catalog and Volume Discounts:
  - Bidder is strongly encouraged to submit a catalog discount from the list price for all other product lines they are willing to offer from their catalog ("Catalog Discounts") at various volume thresholds.
  - Bidder must provide the name and date of the catalog which will be in effect at the time of the contract initiation.
- 10. Delivery only Discount:
  - Product pricing is FOB Destination Delivered and installed as a standard.
    Bidders must provide an additional discount from the total net order amount
    ("Delivery-only Discount") for all ergonomic seating product lines on the
    contract resulting from the RFB that are only delivered (not installed) to a
    customer's specified location. Delivery-only orders must arrive assembled.

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### 5.3 REQUESTING PRICE ADJUSTMENTS

All prices, costs and conditions outlined in this RFB shall remain fixed and valid for acceptance for a term of sixty (60) days from date of bid opening, unless otherwise noted.

The percentage discount(s) off the Contractor's MSRP offered for each product category shall remain firm for the duration of the resulting contract of this RFB including all optional renewals. The State may, at any time accept lower pricing (greater discounts).

The Contractor's MSRP shall remain in effect for at least one (1) year from the contract effective date. Following, MSRP prices may change pursuant to the publication of an updated catalog but no more frequently than once every twelve (12) months and must be approved by the State prior to implementing any price change. The Contractor and their Authorized Dealers remain responsible for contract activities at the current price stated in the approved price list for all orders until the approval of a new price list has been given by the State.

Any price increases proposed after the initial Contract term must be submitted in writing to the DOA Contract Manager a minimum of ninety (90) days before the proposed effective date of the increase. Notice of price increases must be fully documented and reflect industry-wide increases. Contractors will be required to provide written justification and verifiable evidence of change in price. The State may consider sources such as Consumer Price Index, Producer Price index or other pricing indices as needed, economic and industry data; manufacturer or supplier letters noting the increase in pricing and any other data the State deems relevant. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals that changes are needed, both parties will negotiate such changes for no longer than 30 days, unless extended by mutual agreement. The State reserves the right to reject any price increase that is deemed to be excessive or that has not been sufficiently justified.

### Surcharges

In the event of a surcharge request (i.e. fuel, energy, transportation, etc.), the Contractor must provide a signed notification letter on company letterhead detailing the effect date, the amount, written justification and any additional information necessary to fully understand and implement the surcharge.

Any request for surcharges must be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. All documentation used to justify a price increase cannot also be used to justify the amount of any surcharge.

Notification letter(s) must be received by the DOA Contract Manager no less than thirty (30) calendar days prior to the suggested effective date of the surcharge.

The DOA Contract Manager must approve all surcharges before they are effective for Contract orders. Any surcharged assessed to Authorized Users of the Contract without prior written approval of the DOA Contract Manager shall not be paid and/or shall be credited or refunded back to the Authorized User. Surcharges must be reflected on all invoices as a separate line item and identified as a surcharge.

Surcharges shall be temporary and based only on documentable increases in cost to the

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Contractor that are demonstrated to be industry-wide. Surcharges must be based on an independently verifiable benchmark of cost (e.g. Department of Energy national average fuel price index).

Decreases or the elimination of surcharges may occur at any time. Upon request and throughout the course of the surcharge, the Contractor must submit additional documentation to justify the continued assessment of any surcharge. Where the DOA Contract Manager deems the continuation of a surcharge to be unwarranted or excessive, the Contractor must discontinue the assessment of surcharges to the Authorized Users.

### Trade Tariffs

In the event of a price increase request solely based upon Trade Tariffs, the Contractor must provide a signed notification letter on company letterhead detailing the effect date, the amount, written justification and any additional information necessary to fully understand and implement the price increase.

Any request must be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. All documentation used to justify a price increase cannot also be used to justify an increase due to trade tariffs. Contractors must be able to demonstrate that the tariffs have directly affected the Contractor and are not a result of their supply chain increasing prices (based on tariffs) which would be incorporated into their MSRP.

Notification letter(s) must be received by the DOA Contract Manager no less than thirty (30) calendar days prior to the suggested effective date of the increase.

The DOA Contract Manager must approve all increases before they are effective for Contract orders. Any increased prices charged to Authorized Users of the Contract without prior written approval of the DOA Contract Manager shall not be paid and/or shall be credited or refunded back to the Authorized User.

#### **Price Decreases**

Any price decreases from the manufacturer/supplier or passed along in any way to the Contractor are required to be passed along to the State immediately.

#### Accommodating Changes in Technology

If it is in the best interest of the State, in response to market-specific technology, the State reserves the right to negotiate changes in the pricing model used for establishing contract pricing. The Contractor agrees to provide the DOA Contract Manager with any pertinent data that would assist in the analysis of pricing model changes.

Subject to negotiation and mutual agreement to any changes, the Contractor agrees to implement and transition to any mutually agreed upon pricing model with the agreed upon time frame. Modifications will not be made if the change would have provided a significant competitive advantage to any bidder over another at the time the bid was originally awarded.

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# 6 BID PROCEDURE AND INSTRUCTIONS 6.1 CALENDAR OF EVENTS

Listed below are important dates and times by which actions related to this Request for Bid shall be completed. In the event that the Procuring Agency finds it necessary to change any of these dates and times (except estimated dates and times), it will do so by posting an amendment to this RFB on eSupplier Portal.

DATE	EVENT
June 28, 2019	Date of Issue of the RFB
July 12, 2019	Date Questions Due
July 19, 2019	Responses to Questions (estimate)
July 26, 2019 at 2:00 PM CDT	Bids Due from Bidders
August 8, 2019	Award Date (estimate)
August 14, 2019	Contract Start Date (estimate)

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### 6.2 CORRESPONDENCE, CLARIFICATIONS AND QUESTIONS

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document by July 12, 2019. If at any time prior to the bid due date, a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Bidder shall immediately notify the Procuring Agency representative named below of the issue in writing and request modification or clarification of the RFB document.

The Wisconsin eSupplier Portal is the preferred method for submitting questions and/or clarifications.

Email is also accepted for the submission of questions and/or clarifications and shall refer to Request for Bid #28313-CN and be directed to Cathy Neidner, Procurement Specialist, Advanced at <a href="mailto:catherine.neidner@wisconsin.gov">catherine.neidner@wisconsin.gov</a>.

Please note any Bidder questions received outside of the Wisconsin eSupplier Portal shall be documented and posted to the Wisconsin eSupplier Portal.

Bidder questions that are asked within the Wisconsin eSupplier Portal do not appear on the document that contain outside Wisconsin eSupplier Portal questions.

It is the Bidder's responsibility to check the Wisconsin eSupplier Portal for any additional questions and answers pertaining to this RFB.

In the event that it becomes necessary to provide additional clarifying data, information, or to revise any part of this RFB, amendments or addendums shall be posted on the Wisconsin eSupplier Portal.

All contact or communication with any employee or officer of the State of Wisconsin concerning this RFB, except Cathy Neidner is strictly prohibited during the period from the date this RFB is released until the date the notice of intent to award is issued. Cathy Neidner may authorize in writing contact or communication with another State employee or officer as circumstances may dictate. Prospective Bidders who hold a current Contract with the Procuring Agency may continue to communicate with the Procuring Agency Contract Administrator regarding the performance of that current Contract only.

### 6.3 REASONABLE ACCOMMODATIONS

Upon request, the Department shall provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with a disability. If accommodations are needed at a Bid opening please contact: Cathy Neidner at 608-266-3620 (voice) or email at catherine.neidner@wisconsin.gov.

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### 6.4 WISCONSIN eSUPPLIER PORTAL REGISTRATION

Only Bidders registered with the State of Wisconsin's eSupplier Portal (the State's electronic purchasing information system) will receive future official notice for this service/commodity. The State of Wisconsin purchasing information and Bidder notification service is available to all businesses and organizations that want to sell to the State. Anyone may access the Wisconsin eSupplier Portal on the Internet at www. esupplier.wi.gov to get information on state purchasing practices and policies, goods and services that the State buys, and tips on selling to the State. Bidders may use the same Web site address for inclusion on the Bidders list for goods and services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an e-mail message each time a State agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for bid in their designated commodity/service area(s) with an estimated value over \$50,000. Organizations without internet access receive paper copies in the mail. Increasingly, State agencies also are using Wisconsin eSupplier Portal to post simplified bids valued at \$50,000 or less. Bidders also may receive e-mail notices of these simplified bid opportunities.

### 6.5 BIDDER CONFERENCE

There will be no Bidder Conference.

### 6.6 SUBMITTING A BID

Bidders have two options in responding to this Bid. The Bidder may respond to this bid electronically through the State of Wisconsin's eSupplier Portal (preferred method) or via traditional hard copy bid submittal.

### 6.7 ELECTRONIC BID SUBMITTAL (STRONGLY PREFERRED)

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. The State has developed questions that you will be prompted with online to guide your electronic response to the RFB. If you respond electronically, you do not need to submit a mailed copy of any materials unless you are directed to do so elsewhere in the bid document.

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### 6.8 HARD COPY BID SUBMITTAL

Bidders still have the option to mail or otherwise provide a hard copy bid when responding to this RFB. If your company elects to do so (instead of the electronic bid option described above), Bidders shall submit an original signed Bid, marked as stated below, and all materials required for acceptance of their Bid by the deadline to:

USPS ADDRESS	COMMON CARRIER ADDRESS
Cathy Neidner	Cathy Neidner
Department of Administration	Department of Administration
State Bureau of Procurement	State Bureau of Procurement
PO Box 7867	101 E. Wilson Street, 6th Floor
Madison, WI 53703-7867	Madison, WI 53707-3405

While hard copy (paper) bids will still be allowed in response to the eSupplier Portal sourcing events, the State has no liability for errors made in inputting any information provided via a paper bid.

All Bids shall be packaged, sealed in a box or envelope and clearly marked with the following information on the outside of the package:

BIDDER NAME AND ADDRESS:
RFB TITLE: Statewide Furniture
RFB NUMBER: 28313-CN
RFB DUE DATE AND TIME: July 26, 2019 2:00 PM CDT

### 6.9 EMAIL BID SUBMITTAL

Email bids will not be accepted.

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### 6.10 FORMAT OF BID RESPONSE

Bidders responding to this RFB outside of the Wisconsin eSupplier Portal shall comply with the following format requirements:

**Bidder Required Form:** Include the signed, required form DOA-3832 (See APPENDIX A) with the bid and those certifications required for submittal of a bid. Bids submitted in response to this RFB shall be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

By submitting a signed bid, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and shall not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or shall be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

**Cost Information:** Provide price information on the Price Sheets which can be found as Bid Factors and Price Sheets which can be downloaded, if submitting a paper bid, the Bid Factors and Attachments can be downloaded from the Supporting Documents. All prices for furnishing the product(s) and/or service(s) included in the bid in accordance with the terms and conditions in this RFB shall be included. No alternate price formats will be accepted. Alternate price formats may eliminate consideration for this bid.

**Bid Response Qualifications and Requirements:** The Bidder shall respond to each qualification and requirement via the eSupplier Portal or if submitting paper documents, the Bidder shall download the Bid Factors from the Supporting Documents.

Any alteration of the Bid forms or Appendices is prohibited and will result in rejection of the Bid.

### 6.11 INCURRING COSTS

Neither the State of Wisconsin nor the Procuring Agency is liable for any costs incurred by the Bidder in responding to this RFB.

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# 7 BID ACCEPTANCE AND AWARD 7.1 BID OPENING

A public Bid opening will be held on July 26, 2019 at 2:00 PM CDT at 101 E. Wilson Street, Madison, Wisconsin. The names of all Bidders may be read aloud at that time.

### 7.2 BID REVIEW

All Bids will be reviewed by DOA's Procurement Manager to ensure compliance with submittal requirements. DOA shall be the sole judge as to Bidders' compliance with the Bid instructions.

### 7.3 BID ACCEPTANCE

Bids that do not comply with Mandatory Requirements or Mandatory Specifications will be rejected. Bids that do not comply with Special Terms and Conditions of Bid may be rejected. DOA in its sole discretion retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid, if deemed to be in the best interest of the State.

Only bids received from original manufacturers will be accepted. Dealers of the original manufacturer may not respond to this RFB. Any bid response that is received from a Dealer shall not be considered.

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### 7.4 METHOD OF AWARD

The State intends to award per the following:

Category A: Systems Furniture and Accessories: No more than eight (8) Bidders based upon the lowest cost of the Typical Total.

Category B: Private Office Furniture and Accessories: No more than eight (8) Bidders based upon the lowest cost of the Typical Total.

Category C: Seating: No more than eight (8) Bidders based upon the Market Basket Total.

Category D: Desks and Tables: No more than eight (8) Bidders based upon the Market Basket Total.

Category E: Filing, Metal Storage and Wood Case Goods: No more than eight (8) Bidders based upon the Market Basket Total.

Category F: Special Ergonomic Products: No more than five (5) Bidders based upon the Market Basket Total.

Category G: Cafeteria Tables, Seating and Accessories: No more than five (5) Bidders based upon the Market Basket Total.

Category H: Outdoor Furniture and Accessories: No more than five (5) Bidders based upon the Market Basket Total.

The State reserves the right to award to more Bidders, in any category, if necessary to ensure that the State's needs are fully met. The State is the sole determinant of its best interest.

Although Bidders are required to provide Catalog Discounts, those discounts will not be factored into the award of the Contract but will be used to determine pricing on future orders placed against the contract resulting from this RFB. Catalog discounts shall remain fixed for the entire contract.

Costs from all responsive, responsible bids will be summarized, by category, and ranked in the order of lowest cost.

### PRICE SHEET A: Systems Furniture and Accessories

To determine the lowest Typical Total, the Bidder's List Price for each component will be discounted by the percentage provided as their Primary Discount, arriving at a Component Discount Price.

The Component Discount Price will then be multiplied by the quantity of that component

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identified in the Typical, arriving at an Extended Price per component.

The Extended prices will then be added together, arriving at the Typical Total for the Systems Furniture and Accessories category.

### PRICE SHEET B: Private Office and Accessories

To determine the lowest Typical Total, the Bidder's List Price for each component will be discounted by the percentage provided as their Primary Discount, arriving at a Component Discount Price.

The Component Discount Price will then be multiplied by the quantity of that component identified in the Typical, arriving at an Extended Price per component.

The Extended prices will then be added together, arriving at the Typical Total for the Private Office and Accessories category.

### PRICE SHEET C: Seating

A market basket of various seating products is provided on the price sheet.

To determine the lowest category cost, the Bidder's list price for each market basket item will be discounted by the percentage provided as their primary discount, arriving at the Product Discount Price.

Extended prices for each item will be added together, arriving at the total market basket for the Seating category.

### PRICE SHEET D: Desks and Tables

A market basket of various desk and table products is provided on the price sheet.

To determine the lowest category cost, the Bidder's list price for each market basket item will be discounted by the percentage provided as their primary discount, arriving at the Product Discount Price.

Extended prices for each item will be added together, arriving at the total market basket for the Desk and Tables category.

### PRICE SHEET E: Filing, Metal Storage and Wood Case Goods

A market basket of various filing, metal storage and wood case good products is provided on the price sheet.

To determine the lowest category cost, the Bidder's list price for each market basket item will be discounted by the percentage provided as their primary discount, arriving at the Product Discount Price.

Extended prices for each item will be added together, arriving at the total market basket

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for the Filing, Metal Storage and Wood Case Goods.

### PRICE SHEET F: Special Ergonomics

A market basket of various ergonomic products is provided on the price sheet.

To determine the lowest category cost, the Bidder's list price for each market basket item will be discounted by the percentage provided as their primary discount, arriving at the Product Discount Price.

Extended prices for each item will be added together, arriving at the total market basket for the Special Ergonomics category.

### PRICE SHEET G: Cafeteria Tables, Seating and Accessories

A market basket of various cafeteria tables, seating and accessories is provided on the price sheet.

To determine the lowest category cost, the Bidder's list price for each market basket item will be discounted by the percentage provided as their primary discount, arriving at the Product Discount Price.

Extended prices for each item will be added together, arriving at the total market basket for the Cafeteria Tables, Seating and Accessories category.

### PRICE SHEET H: Outdoor Furniture and Accessories

A market basket of various outdoor furniture and accessories is provided on the price sheet.

To determine the lowest category cost, the Bidder's list price for each market basket item will be discounted by the percentage provided as their primary discount, arriving at the Product Discount Price.

Extended prices for each item will be added together, arriving at the total market basket for the Outdoor Furniture and Accessories category.

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### 7.5 BIDDER REFERENCES/CLIENT LIST

The Bid shall include bidder references by completing Section 3 of APPENDIX A: BIDDER REQUIRED FORM (DOA-3832), listing at least four (4) names or companies with whom the Bidder has done business similar in size and scope as required by this RFB within the last three (3) years. For each organization listed, the Bidder shall include the company name, address, contact person, email address and telephone number along with a brief description of the product or service that formed the basis of the business relationship. The Procuring Agency will determine which references to contact in order to assess the quality of the product or service.

The Department will determine which, if any, references to contact to assess the quality of work performed. These references shall serve as the primary references for the purpose of this RFB, the State specifically reserves the right to contact any clients or past clients about the firm's performance under past and present conditions.

### 7.6 USE OF SUBCONTRACTORS

The Contractor will be responsible for the contract performance of its subcontractors. The Contract will be between the Department of Administration and the awardee. The Contractor will be responsible for its subcontractors' performance of the pertinent contract obligations including related Specifications, insurance requirements and applicable regulations. The Bidder shall identify any potential subcontractor it intends to use to provide the product or service it will provide if awarded the Contract. All subcontractors shall be approved in writing by the Procuring Agency. Any proposed substitution of an approved subcontractor shall be submitted in writing to the Department of Administration 30 days prior to implementation of the substitution, and include the substitute's qualifications, the reason for the change, and the intended effective date of the substitution. Failure to notify the Procuring Agency may result in cancellation of the Contract without notice and without penalty to the State.

The Contractor shall be responsible for all subcontractor(s) work and payment. Buying agencies will not pay for any subcontractor or third party directly.

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# 7.7 SUPPLIER DIVERSITY 7.7.1 MINORITY-OWNED BUSINESS ENTERPRISE

Minority-owned business enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <a href="http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program">http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program</a>. The State of Wisconsin is committed to the promotion of MBEs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified MBEs that compete for State Contracts. This means that State agencies may make an award to the MBE submitting the lowest qualified bid when that qualified Bid is not more than 5% higher than the apparent low Bid. (A MBE Bidder preference will not be considered on a printing or stationery procurement.) Policy provides that MBEs should have the maximum opportunity to participate in the performance of its Contracts. The Contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to MBEs or by using such enterprises to provide commodities and services incidental to this agreement.

The Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to the Procuring Agency.

A listing of certified MBEs, as well as the services and commodities they provide, is available at: <a href="https://wisdp.wi.gov/search.aspx">https://wisdp.wi.gov/search.aspx</a>.

### 7.7.2 VETERAN-OWNED BUSINESS

The State Bureau of Procurement encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <a href="http://dva.state.wi.us">http://dva.state.wi.us</a> There is no price preference for certified VBs that compete for State Contracts.

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### 7.7.3 DISABLED VETERAN-OWNED BUSINESS

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <a href="http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program">http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program</a>. The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified DVBs that compete for State Contracts. This means that State agencies may make an award to the DVB submitting the lowest qualified Bid when that qualified Bid is not more than 5% higher than the apparent low Bid. (A Bidder preference will not be considered on a printing or stationery procurement.) Policy provides that DVBs should have the maximum opportunity to participate in the performance of its Contracts. The Supplier/Contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to DVBs or by using such enterprises to provide commodities and services incidental to this agreement.

The Supplier/Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their Contract amount.

A listing of certified DVBs, as well as the services and commodities they provide, is available at: <a href="https://wisdp.wi.gov/search.aspx">https://wisdp.wi.gov/search.aspx</a>.

### 7.8 WOMAN-OWNED BUSINESS ENTERPRISE

Woman-owned business enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <a href="http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program">http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program</a>.

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State Contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <a href="https://wisdp.wi.gov/search.aspx">https://wisdp.wi.gov/search.aspx</a>.

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### 7.9 DEBARMENT

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Agency from doing business with the Federal Government. Information on debarment is available at the following websites: <a href="https://www.sam.gov/portal/SAM/">https://www.sam.gov/portal/SAM/</a>.

### 7.10 AWARD NOTIFICATION

All Bidders who respond to this RFB with a Bid shall be notified in writing of the Agency's intent to contract.

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## **8 REQUIRED FORMS**

The following is a list of forms pertaining to this RFB. An "X" preceding the form indicates that it shall be completed and returned with the Bid response.

Χ	APPENDIX A: BIDDER REQUIRED FORM (DOA-3832)
Х	APPENDIX B: BID FACTORS (if submitting a paper bid, otherwise bid factors will be responded to on-line in the eSupplier Portal).
Х	APPENDIX C: SAMPLE CONTRACT (only required if exception is taken to the terms and conditions of the contract. Please provide a redlined copy along with proposed changes as part of your bid submission).
Х	PRICE SHEET A: SYSTEMS FURNITURE AND ACCESSORIES (If submitting a bid for this category, download from Supporting Documents; provide a hard copy if responding with a paper bid, otherwise respond with an uploaded copy to the Bid Factor associated with Price Sheet A).
X	PRICE SHEET B: PRIVATE OFFICE (If submitting a bid for this category, download from Supporting Documents; provide a hard copy if responding with a paper bid, otherwise respond with an uploaded copy to the Bid Factor associated with Price Sheet B).
Х	PRICE SHEET C: SEATING (If submitting a bid for this category, download from Supporting Documents; provide a hard copy if responding with a paper bid, otherwise respond with an uploaded copy to the Bid Factor associated with Price Sheet C).
Х	PRICE SHEET D: DESKS AND TABLES (If submitting a bid for this category, download from Supporting Documents; provide a hard copy if responding with a paper bid, otherwise respond with an uploaded copy to the Bid Factor associated with Price Sheet D).
Х	PRICE SHEET E: FILING, METAL STORAGE AND WOOD CASE GOODS (If submitting a bid for this category, download from Supporting Documents; provide a hard copy if responding with a paper bid, otherwise respond with an uploaded copy to the Bid Factor associated with Price Sheet E).
Х	PRICE SHEET F: SPECIAL ERGONOMICS (If submitting a bid for this category, download from Supporting Documents; provide a hard copy if responding with a paper bid, otherwise respond with an uploaded copy to the Bid Factor associated with Price Sheet F).
Х	PRICE SHEET G: CAFETERIA TABLES, SEATING AND ACCESSORIES (If submitting a bid for the category, download from Supporting Documents; provide a hard copy if responding with a paper bid, otherwise respond with an uploaded copy to the Bid Factor associated with Price Sheet G).
X	PRICE SHEET H: OUTDOOR FURNITURE AND ACCESSORIES (If submitting a bid for the category, download from Supporting Documents; provide a hard

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copy if responding with a paper bid, otherwise respond with an uploaded copy to the Bid Factor associated with Price Sheet H).

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