

STATE OF DELAWARE
Office of Management and Budget
Government Support Services



Government Support Services – Contracting
100 Enterprise Place
Suite # 4
Dover, DE 19904-8202

State of Delaware
Furniture
Request for Proposal
Contract No. GSS11479-FURNITURE

August 16, 2011

- Deadline to Respond -
September 22, 2011
1:00 PM, EDT

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Date: August 16, 2011

CONTRACT NO. GSS11479-FURNITURE

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Furniture. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS11479-FURNITURE

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
 - a. Attachment 1 – No Proposal Reply Form
 - b. Attachment 2 – Non-Collusion Statement
 - c. Attachment 3 – Exceptions
 - d. Attachment 4 – Company Profile and Capabilities
 - e. Attachment 5 – Confidentiality and Proprietary Information
 - f. Attachment 6 – Business References
 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 – Office of Minority and Women Business Enterprise Certification Application
 - k. Appendix A – Scope of Work Details
 - l. Appendix B – Prototypical Drawings
 - m. Appendix C – Pricing Form(s) and Instructions

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by Tuesday, September 27, 2011, 1:00 PM, EDT to be considered.

Proposals must be mailed to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Courtney McCarty at 302-857-4557 or email courtney.mccarty@state.de.us.

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals for Furniture.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement the above services.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued to cover the Furniture requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, School Districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. The basis for such selection shall be:

- Ability to select an alternative supplier based on agency budget constraints.
- Vendor ability to meet all contract requirements

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5. CONTRACT PERIOD

Each contractor's contract shall be valid for two (2) years from January 1, 2012 through December 31, 2013. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	Tuesday, August 16, 2011
Written Questions Due No Later Than (NLT)	Wednesday, August 24, 2011 – 4:30pm
Written Answers Due/Posted to Website NLT	Thursday, September 1, 2011
Proposals Due NLT	Thursday, September 22, 2011 – 1:00pm
Public Proposal Opening	Thursday, September 22, 2011 – 1:00pm
Proposal Evaluation/Presentations as required	As required
Vendor Best & Final Discussions, as required	As required
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by 4:30 PM, EDT, Wednesday, August 31, 2011. All questions will be answered in writing by Thursday, September 8, 2011 and posted on www.bids.delaware.gov website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

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D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Courtney McCarty
Office of Management and Budget, Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
courtney.mccarty@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

II. SCOPE OF WORK

A. OVERVIEW:

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Furniture as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. DETAILED REQUIREMENTS:

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing and other requested information found in the Excel Spreadsheet, Appendix C.

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III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures **MUST** be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

D. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

E. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

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F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT

Bid Bond Waived.

L. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two paper copies and one electronic copies on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix C Excel sheets, in Excel format.

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All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM Local Time on Thursday, September 22, 2011. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES, GSS11479-FURNITURE
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM Local Time on Thursday, September 22, 2011. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

M. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 22, 2011. Delaware reserves the right to ask for an extension of time if needed.

N. WITHDRAWAL OF PROPOSALS

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

O. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

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P. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

Q. ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, revisions will be posted at www.bids.delaware.gov and www.gss.omb.delaware.gov. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

R. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

S. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

T. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

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U. EXCEPTIONS

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Office of Management and Budget, Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

V. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

W. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov>.

X. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Y. CONFIDENTIALITY

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

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Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

Z. ATTACHMENTS

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 – Office of Minority and Women Business Enterprise Certification Application
- Attachment 11 – Performance Bond Form
- Appendix A – Scope of Work Details
- Appendix B – Prototypical Drawings
- Appendix C – Pricing Tabs and Instructions

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IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Office of Management and Budget, Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

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4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

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GOVERNMENT SUPPORT SERVICES, GSS11479-FURNITURE
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

5. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

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7. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

Office of Management and Budget, Government Support Services shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The offeror's financial, physical, personnel or other resources, including subcontracts;
 - b. The offeror's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the offeror is qualified legally to contract with the State;
 - e. Whether the offeror supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)
4. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.

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5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria:
 - Ability to select an alternative supplier based on agency budget constraints.
 - Vendor ability to meet all contract requirements.

C. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- Brief history of the organizations, including accreditation status, if applicable.
- Applicant's experience, if any, providing similar services. At least three references are required (See § 22 – Special Provisions).
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Financial information (balance sheets and income statements) for the past three years.
- Describe the methodology/approach used for this project including a work plan and time line.

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D. CRITERIA AND SCORING

	Evaluation Criteria	Points
1	Proposal Compliance: Complete proposal package as described in Section D	Pass or Fail
3	Warranty – Section E.22. & Appendix C	50
4	Online Ordering – Section E.8. & Appendix C	50
5	Customer Service – Section E.1. & Appendix C	60
6	Delivery – Section E.17. & Appendix C	50
8	Dealer Authorization – Section E.3. & Appendix C	40
9	Product Evaluation – Appendix C	50
10	Environmental Evaluation – Appendix C	50
11	Cost Proposal/Pricing Structure or Total Proposed Cost	50
	Total Overall Points Available	400

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

E. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

F. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

G. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

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V. **MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

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VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. DEFINITIONS: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

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VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml>. Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

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5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. LAWS TO BE OBSERVED

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor(s).

7. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

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8. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

9. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

10. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

11. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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12. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

13. PRICES

Prices and/or rates shall remain firm for the initial two year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

14. PRICE ADJUSTMENT

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

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If agreement is reached to extend this contract beyond the initial two (2) year period from January 1, 2012 through December 31, 2013, the Office of Management and Budget, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

15. SHIPPING TERMS

FOB Destination, freight prepaid.

16. FUNDING OUT or Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17. PERFORMANCE BOND REQUIREMENT

Vendors awarded contracts are required to furnish a 100% Performance Bond in accordance Office of Management and Budget, Government Support Services with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If Office of Management and Budget, Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Office of Management and Budget, Government Support Services Bond Form.

18. MANDATORY INSURANCE REQUIREMENTS

Certificate of Insurance and/or copies of insurance policies for the following:

- a.** As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.

1. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

- b.** Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

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- c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES, GSS11479-FURNITURE
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

Note: The State of Delaware shall not be named as an additional insured.

19. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.
<https://onestop.delaware.gov/osbrlpublic/Home.jsp>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

20. INDEMNIFICATION

- a. **General Indemnification**: By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.
- b. **Proprietary Rights Indemnification**: Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the product(s) to a degree that the State of Delaware agrees to and accepts in writing.

21. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

22. FORCE MAJEURE

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

23. HOLD HARMLESS

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

24. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

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25. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

26. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at: http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liasions.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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27. ORDERING PROCEDURE

Successful Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

28. BILLING

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

29. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

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29. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

30. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

31. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7.

32. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

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Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found:

<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

34. PERSONNEL/EQUIPMENT/SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

35. MINIMUM WAGE RATES

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Vendor should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

36. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

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- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

37. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this RFP may be terminated as follows by Office of Management and Budget, Government Support Services.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

38. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

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39. INTEREST OF VENDOR

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

40. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

41. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

42. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

43. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

44. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

45. GRATUITIES

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

46. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

47. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

48. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

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49. AMENDMENTS

This contract may be amended, in writing, by mutual agreement of the successful vendor and Office of Management and Budget, Government Support Services.

50. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

51. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

52. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

53. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

54. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Government Support Services
GSS11479-FURNITURE
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

55. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

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6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful Vendor's shall be required to advise and provide the Office of Management and Budget, Government Support Services of the gross costs associated with this contract.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS11479-FURNITURE

Furniture

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Office of Management and Budget, Government Support Services by 1:00 PM, EDT, Thursday, September 22, 2011 at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES, GSS11479-FURNITURE
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 1

NO PROPOSAL REPLY FORM

CONTRACT: GSS11479-FURNITURE

CONTRACT TITLE: Furniture

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

	1.	We do not wish to participate in the proposal process.
	2.	We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
	3.	We do not feel we can be competitive.
	4.	We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
	5.	We do not wish to sell to the State. Our objections are:
	6.	We do not sell the items/services on which Proposals are requested.
	7.	Other:

	FIRM NAME	SIGNATURE

		We wish to remain on the Vendor's List for these goods or services.
		We wish to be deleted from the Vendor's List for these goods or services.

COMPANY NAME _____

CONTACT _____ PHONE NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 2

CONTRACT NO.: GSS11479-FURNITURE **TITLE:** Furniture
OPENING DATE: September 22, 2011, 1:00 p.m. EDT

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services.

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

☐	Corporation
☐	Partnership
☐	Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.	Women Business Enterprise (WBE)	YES	NO	Minority Business Enterprise (MBE)	YES	NO	Disadvantaged Business Enterprise (DBE)	YES	NO
	(circle one)				(circle one)			(circle one)	

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 4

GSS11479-FURNITURE
Furniture
PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Outline a detailed plan to provide continued service and support to the Department and Eligible Users in the event the Respondent's company goes out of business, merges with another company, is acquired by another company, etc.

2.	List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list shall include the other company's name, name of the project, the nature of the litigation, and the current status of the dispute.

3.	List any past disputes as a result of which your company has been terminated from an awarded contract. List the company's name, the term of the contract, and an explanation as to why your company was terminated.

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Attachment 5

GSS11479-FURNITURE
Furniture
PROPOSAL REPLY SECTION

- ☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Add additional pages as needed.

STATE OF DELAWARE
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Government Support Services

Attachment 6

GSS11479-FURNITURE
Furniture
PROPOSAL REPLY SECTION

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Vendor must supply at least three (3) business references consisting of current or previous customers of similar scope and value with your reply. Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Email:
Number of years doing business with :
Describe type of work performed:
2. Business Name/Mailing Address:
Contact Name/Phone Number:
Email:
Number of years doing business with :
Describe type of work performed:
3. Business Name/Mailing Address:
Contact Name/Phone Number:
Email:
Number of years doing business with :
Describe type of work performed:

If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Contract Name/Dates:
Describe type of work performed:

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Attachment 7

GSS11479-FURNITURE
Furniture
PROPOSAL REPLY SECTION

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. Insert Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

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ATTACHMENT 8

[illegible]

Note: A copy of the contract specific Usage Report will be sent by electronic mail to the Awarded Vendor.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

ATTACHMENT 9

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required			Requested detail								
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid	

Note: A copy of the contract specific report will be sent by electronic mail to the Awarded Vendor

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 10

State of Delaware
Office of Minority and Women Business Enterprise
Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

GSS11479-FURNITURE

Furniture

**APPENDIX A
SCOPE OF WORK**

A. OVERVIEW

The State of Delaware is requesting proposals for office furniture including all customer service, installation, and design services. In addition to the standard furniture categories/lines, the State of Delaware is requesting proposals for furniture component parts that would be purchased solely by Delaware Correctional Industries for use in their furniture manufacturing program. All products offered must be new. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

B. APPENDIX B

The vendor must submit with the bid, drawings and specifications that show a specific response to the prototypical contained in the RFP for each grade bid, to include plan view and elevations or isometrics. The specifications must include catalog number, quantity; finish grade, dimensions, description and unit list price. The vendor must also provide a product listing that includes all the panels, components, accessories, electrical components and hardware to guarantee a complete and total installation.

The prototypical workstation standards will be used as a basis for evaluating the adaptability of each contract line of systems furniture to fulfill the requirements for this installation, and to assist in a cost comparison between various vendors.

Prototypical drawings can be found in Appendix B. Vendors should make additional copies of the Prototypical, as required.

C. APPENDIX C

Appendix C is an Excel workbook to be completed electronically by the offeror. Vendors are asked to provide contract pricing for several Furniture categories per the specifications listed in the Proposal Reply Section of this RFP. These items represent only a sample of those items the State is expected to purchase during the term of the contract. However, prices provided will be used as a basis for evaluating the pricing portion of this Request for Proposal. Vendors are required to provide a discount off List Price as of August 1, 2010 for furniture items/category of the same manufacturer brand and series bid. Additionally, vendors will provide discounts off List Price for at least ten (10) other manufacturer brands that they have the ability to procure from to meet other possible state furniture needs.

The State will not make a distinction in minor dimension variances due the different brands of the same furniture item (s) when awarding this contract. Vendors are asked to provide pricing based on the grade of furniture stated in the specifications either as an exact match, or suitable/comparable substitute. All bid prices must include installation, when applicable.

Appendix C will also be used to submit other relevant information that will be used to evaluate each offeror's ability to fulfill the contract. Any information that is required in the RFP response and hasn't been addressed in this workbook shall be submitted in hardcopy form. Instructions for completing the Excel workbook can be found on the first tab of the workbook (Labeled: Instructions).

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D. PROPOSAL COMPLIANCE

A bidder's proposal shall contain the following minimum requirements:

1. Cover Letter
2. Table of Contents
3. Short Description of Company History
4. Original signed and notarized copy of the Non-Collusion Agreement (Attachment 2)
5. Responses to RFP and Appendix A, Scope of Work
6. A copy of the Bid Proposal section (Appendix C) filled out with the requested information for evaluation purposes
7. Three Years of Financial Reporting
8. Exceptions (Attachment 3)
9. Business Profile and Capabilities (Attachment 4)
10. Confidentiality and Proprietary Information (Attachment 5)
11. Three Business References (Attachment 6)
12. Subcontractor Information Form (Attachment 7), if applicable
13. Authorized Dealer Documentation
14. DCI Component Mandatory Documentation, if applicable – refer to Section 25.f.10. for required documentation.

Refer to Format of Proposal, L "Number of Copies with Mailing of Proposals" for submission requirements.

When completing the forms, you are required to break out your response into all components requested. Submission of incomplete responses may result in your proposal being considered non-responsive. Please do not deviate from the structure established by this RFP. If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.

E. GENERAL REQUIREMENTS

1. CUSTOMER SERVICE

The Supplier(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 number preferred).

2. QUARTERLY MEETINGS

Both the State and the Supplier(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

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3. DEALER AUTHORIZATION

Vendors are required to submit Dealer Authorization paperwork for each product line included in the bid.

4. PRODUCT AVAILABILITY

Suppliers must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by a designated State of Delaware representative, as listed in the final contract, during the term of the agreement. Manufacturer's discontinuation of any products must be communicated to Contract Users and Contract Officer by suppliers in writing within five (5) business days. In such instances, suppliers agree to work with Contract Users to identify and implement alternative options that maintain or reduce costs associated with the replacements.

5. SUBSTITUTIONS

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered where requested in Appendix C, provided the supplier(s) certifies that the function, characteristics, performance and endurance qualities of the material offered is comparable to that specified. However, substitution on any product or quantities on any order will not be accepted by Contract Users, unless authorized in writing by a designated buyer.

6. QUALITY ASSURANCE GUARANTEES

The Supplier(s) is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the supplier(s). The Supplier(s) is to agree to repair and/or immediately replace without charge to Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified.

7. ELECTRONIC CATALOG

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

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8. ELECTRONIC ORDERING

Vendors are asked to include any Electronic Ordering capabilities available for state agencies to purchase their furniture requirements in the Bid Quotation Section of this RFP.

9. ACCELERATED PAYMENT SCHEDULE

Vendors are asked to provide any discounts associated with accelerated monthly payments from state agencies.

10. SHIPPING

A packing label must be on each box and include the following information such as:

- Contract User's Name
- Address
- Department and floor
- Point of contact
- Telephone number
- Mail code

A packing slip must also be included which will include information such as:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items
- Unit price

11. RETURNS

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form, or not included on the requisition form or purchase order may, at the discretion of the contract user, be returned to the Supplier's warehouse at the Supplier's expense within 30 days. Return Authorizations must be credited immediately once the Supplier receives the returned goods. The vendor shall not be responsible for incorrect product being ordered by an Agency without the guidance of the vendor and can only be returned at the discretion of the vendor.

12. CANCELLATION OF ORDER

Orders can only be cancelled if production has not been started by the manufacturer or if the mutually agreed delivery time cannot be met by the vendor.

13. DELIVERY TIME

Vendors will provide order delivery times for each category of furniture bid in the Proposal Quotation Section of this Request for Proposal.

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Office of Management and Budget
Government Support Services

14. RECYCLED PRODUCTS

Remanufactured products shall not be accepted, however, the State of Delaware encourages vendors to offer newly manufactured products with recycled materials, though not mandatory under the terms of this contract. Offering such products with recycled materials shall have no impact on the award process. **However, the vendor is required to submit with the bid, a description of the manufacturer's recycled materials program, as it pertains to each brand bid.** Failure to provide this information shall make your bid non-responsive.

15. GENERAL

All furniture, panels and components shall be of a design material and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearance, and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.

16. FURNITURE SELECTION AND LAYOUT (DESIGNER SERVICES)

The vendor shall include in their price proposal, an hourly rate for layout & design services in connection with any subsequent state request that occurs after the initial purchase and installation. The vendor shall work with the requesting state agency to determine furniture selection:

- a. Fabric, paint, and finishes shall be available electronically and incorporated in CAD drawings to aid in the selection process. The accuracy of all facility dimensions, obstructions, and attributes shall be the responsibility of the Vendor.
- b. The Vendor shall be responsible for overages, shortages or all other ordering errors resulting from orders based on the design work completed by the Vendor. Approval of design work by the Ordering Agency does not constitute responsibility for the Vendor's design or ordering process.
- c. If the Vendor is found to have designed and specified a new furniture installation which does not fit properly due to inaccurate floor plans, it shall be the Vendor's responsibility (financially and logistically) to resolve the matter to the Ordering Agency's satisfaction.
- d. The Vendor is responsible for notifying the Ordering Agency immediately of any deviations or inconsistencies with product capabilities including unusual assembly requirements.
- e. The Vendor is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at assemble time, the Vendor is responsible for the quick shipment of the missing parts.

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17. DELIVERY

The Vendor shall be responsible for all delivery, unloading, staging, and storage of furniture, and, equipment. The Vendor shall notify the State at least (7) working days prior to each delivery. The Vendor shall not proceed with delivery and installation until he has express, written approval from the agency to do so.

Unless otherwise noted on a Purchase Order the Vendor must comply with the following delivery requirements:

- a. Vendor must be able to offer the following delivery methods. Please note that Vendors are required to notify the ordering agency at least seven (7) working days prior to delivery. The Vendor shall not proceed with delivery and installation until he has express, written approval from the ordering agency to do so.
 1. Drop Ship – Products will be delivered by a common carrier to a dock.
 2. Installation – Products will be delivered, unloaded, and assembled according to design plan and to a move-in ready condition.
- b. Delivery of goods shall be made to any location specified on the purchase order. This could include multiple delivery locations on one purchase order.
- c. Under no circumstances will ordering agency personnel assist with unloading product.
- d. Emergency or rush deliveries request by the Ordering Agency that require special shipping and handling charges may be at the Ordering Agency's expense, but only with prior written approval from the ordering agency. Approved emergency or rush shipping charges shall be added to an invoice as a separate line item.
- e. In the event emergency or rush delivery is required as the result of an error on the Vendor's part all shipping and handling charges shall be the responsibility of the Vendor.
- f. Delivery must be completed within ninety (90) days after receipt of order. Bids listing delivery in excess of ninety (90) days will not be considered responsive.
- g. ***All deliveries and installation work shall be performed during regular working hours - 8:00 a.m. to 4:30 p.m. Monday through Friday. Changes thereto may be granted with written approval of the Agency. Any work required after regular working hours or on Saturdays, Sundays, or legal holidays, as may be reasonably required consistent with contractual obligations, shall be done at no additional cost to the State. The vendor shall obtain approval from the Agency for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency***

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18. INSTALLATION SERVICES

The Vendor shall take precautions during the installation of any product not to damage the premises or the property of the ordering agency. If damages do occur as a result of operations under this contract, the Vendor is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Vendor shall make restitution, as agreed up on by all parties. **Installation services shall include the following:**

- a. All receiving, uncrating, assembly and installation of all furniture and components at site.
- b. Work shall be performed and completed in accordance with a work schedule developed and coordinated with the using agency.
- c. The contractor shall supervise, direct the work, and be solely responsible for all construction requirements, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract.
- d. The contractor shall employ a full-time competent supervisor and necessary foremen and assistants, who shall be in attendance on the project site during the entire installation period.
- e. The contractor shall keep the job site free from accumulation of refuse, scrap materials and debris at all times. The site shall present a neat, and orderly appearance. All materials shall be removed from the site on a daily basis, including loading, cartage, hauling and dumping. State dumpsters are not to be used for disposal of those materials. This will be at the contractor's expense. Final clearing and cleanup shall be done promptly and properly. If not, the State shall have the right to employ others and charge the cost to the contractor, after first giving a (3) three working day notice of such intent. Final payment shall be withheld, until the work area is determined acceptable by the State.

19. DISASSEMBLY, RELOCATION AND RECONFIGURATION SERVICES

Vendor shall include in the price proposal, an hourly rate for disassembly, moving, and reconfiguration services in connection with systems furniture installations that are not part of the initial purchase and installation. This rate will serve as the basis for the actual cost estimate to be submitted when a specific requirement is requested by a using agency.

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20. OBSOLESCENCE

The Vendor must certify that the items offered, are functionally similar items, which will interface with the system, and will remain available for a minimum period of five (5) years.

21. ENVIRONMENTAL

Vendors shall explain their public commitment to environmental sustainability. List all third party certification programs that they have achieved and the level of compliance.

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22. WARRANTY

Vendor The contract must warrant the office furniture products and materials (excluding fabric) offered under this contract:

- a. Systems Furniture – Minimum of 10 years
- b. Seating – Minimum of 10 years
- c. Desk/Tables – Minimum of 10 years
- d. Filing, Storage and Case Goods – Minimum of 10 years
- e. Special School Furniture – Minimum of 10 years
- f. 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 period.
- g. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

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23. REQUEST FOR QUOTE

When responding to an agency request for quote, the successful Vendor(s) must provide a written proposal on company letterhead or proposal form, which shall include at a minimum, the following:

- a. Product Identity - Name of Manufacturer.
- b. Quotes shall include all miscellaneous items (hardware, brackets, clamps, braces, etc.) that would be necessary for the installation and layout in compliance with the manufacturer's recommendation. If applicable, manufacturer's standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in the quote.
- c. The quantity and extended list price for each component shall be totaled and the appropriate discount applied to the grand total within a specific product line and contract.
- d. A schedule that will define the manufacturing cycle, state of delivery/installation and completion.
- e. Floor layout(s) of the product installation.

24. MANUFACTURER'S CATALOGS AND PRICE LISTS

The successful Vendor(s) shall furnish, upon request, copies of manufacturer catalogs and published price lists submitted with their proposal to any State Agency requesting such information at no cost to the State.

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25. PRODUCT LINE DEFINITIONS AND MINIMUM REQUIREMENTS

a. SYSTEMS FURNITURE AND ACCESSORIES

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

All panels and components shall be designed of material and workmanship to withstand hard daily usage over an extended life. Products must be free of all imperfections, defects and hazards which might affect appearance, normal life, serviceability, or user safety. All panels must stand erect and rest firmly on their bases to assure safety, good appearance, and provide a stationary work station. All panels shall be plumb, level, and tight where the panels join together. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without the penetration of the flooring and without the use of floor fasteners and must allow for reconfiguration without any floor patching.

2. MANDATORY MINIMUM REQUIREMENTS

- All products offered shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- All panel system products offered shall meet or exceed applicable test and performance standards prescribed in ANSI/BIFMA X5.6-2010 Panel Systems – Test.
- Workstations shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage. Workstations shall be designed in a manner that components may be completely removed from one side without disturbing the other workstation.
- Component mounting hardware shall be concealed from view or flush, and feature safety locking devices or be manufactured in a manner to prevent accidental dislodging. Exposed fasteners are not permitted.

b. SEATING

1. **DEFINITION:** Seating includes executive, task/work, guest/side, reception/lounge, conference room, stackable, and stools.

2. MANDATORY MINIMUM REQUIREMENTS

- All products offered must meet ANSI/BIFMA X5-1-2002 General Purpose Office Chairs – Test.
- All products offered shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- All products offered shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- Polyurethane foams shall have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam. Minimum IFD Softness value is 28-32 medium.
- All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

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c. DESK AND TABLES

1. **DEFINITION:** A desk/table is freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have drawer(s), doors, or other storage elements. This category includes; but not limited to, free standing desks, conference room tables, small office tables, side tables, and dining tables.
2. **MANDATORY MINIMUM REQUIREMENTS**
 - All products offered must meet ANSI/BIFMA X5.5-2008 Desks/Table Products – Tests.
 - All products offered shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
 - All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
 - Vendor must provide standard trim for all exposed ends, junctions, corners or changes in height.

d. FILING, STORAGE, AND CASE-GOODS

1. **DEFINITION:** The filing, storage and case-goods category includes, but not limited to: bookcases, wardrobes, cabinets, free standing and mobile pedestals, and wall mounted shelving.
2. **MANDATORY MINIMUM REQUIREMENTS**
 - All products offered must meet ANSI/BIFMA X5.9-2004 Storage Units – Tests.
 - All products offered shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
 - All products offered shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
 - All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

e. SPECIAL SCHOOL FURNITURE

1. **DEFINITION:** The special school furniture category includes, but not limited to: cafeteria, library, early education, auditorium, dorm, and locker room furniture.
2. **MANDATORY MINIMUM REQUIREMENTS**
 - All products offered must meet or exceed current applicable ANSI/BIFMA standards.
 - All products offered shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
 - All products offered shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
 - All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

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f. COMPONENTS – DELAWARE CORRECTIONAL INDUSTRIES

1. GENERAL

Component parts are request for all above categories for the exclusive use of the Delaware Correctional Industries furniture manufacturing program.

2. APPROVED PRODUCT LINES

A list of product lines currently approved by DCI can be found in Appendix C.

3. PRICES

All prices quoted are net prices for component parts, completed sub-assemblies, or finished parts, including hardware and fasteners for complete assembly and installation by inmate workers within the State of Delaware. Prices shall be FOB destination.

4. PRICE LIST

Price lists, identified by component, are being requested for each product group supplied in the following stages of completion:

- a. SYSTEMS FURNITURE AND ACCESSORIES –**
 - All component parts, finished, unassembled, no fabric
 - Raceway componentry unassembled
 - Overhead Storage component parts, unassembled
- b. SEATING –**
 - All knocked down parts, no foam, no fabric
 - Bidders are to include prices of pre-cut foam and bulk fabric
- c. DESKS AND TABLES –**
 - All component parts, finished, unassembled
- d. FILE, STORAGE, AND CASE GOODS –**
 - All component parts, unassembled
 - All component parts, assembled
- e. SPECIAL SCHOOL FURNITURE –**
 - All component parts, unassembled
 - All component parts, assembled

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5. DELIVERY

The bidder shall furnish a delivery schedule for each type of furniture as to time required for delivery after receipt of order (ARO); to be no greater than 40 days. Delaware Correctional Industries (DCI) must be notified by phone at least forty-eight hours prior to delivery so that necessary arrangements can be made. Only certain delivery hours are available for different levels of secure correctional warehouses. Non-compliance with delivery hours may result in delivery delays, at the vendor's expense.

6. DISCOUNTS

Price list submitted with proposal, for items not included in the Core List groupings, shall contain the list price and DCI's discounted purchase price. All bidders must specify in writing that the prices quoted DCI are the absolute lowest prices for the same product being offered to similar customers.

7. TYPE OF FURNITURE

Bidders shall specify at the time of bidding whether products are new or used/refurbished. New furniture must be current production, not discontinued items.

In the event items are added to the accepted manufacturer's line during the life of the contract, said additions will be made available to the State at the same discounts offered on the original bid proposal. All lines must be submitted in writing to the State for approval, with a copy of the new catalog and price list.

8. SAMPLES

If requested by either the Department of Correction Purchasing Administrator or DCI, the bidder shall furnish a reasonable quantity of samples to complete appropriate tests including quality, suitability, compliance to code and standards, etc. The samples will be submitted at no cost to DCI and the State will not be responsible for any damages to the same which may result.

9. SUPPORT SERVICES REQUIREMENTS

a. ENGINEERING SUPPORT AND TRAINING

- Bidder shall have available, at no additional cost to DCI, an engineering staff to support operations in relation to manufacturing layout and ongoing manufacturing operations within the Delaware Department of Correction.
- Bidder shall also have available, at no additional cost to DCI, technical staff to help in the design and fabrication of fixtures and tooling necessary to produce subassemblies and finished products.
- Design and development staff shall be available, at no additional cost to DCI, for any special product applications that DCI's customers shall require.
- Technical support shall be available, at no additional cost to DCI, for consultation with architects, electricians and communications personnel.

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b. QUALITY CONTROL

- Bidder shall, at no additional cost to DCI, supply control documents and in-house training to DCI staff and inmates on the quality control procedures required to produce and install both the subassemblies and finished products.

c. SALES AND MARKETING SUPPORT

- Bidder shall, at no additional cost to DCI, provide product literature on all finished products.
- Sales and marketing training shall be on an ongoing basis and will be provided by the bidder, at no additional cost to DCI.
- Bidder shall provide DCI with free product samples to be utilized as a showroom for Sales and Marketing staff.

d. OFFICE DESIGN/CAD SERVICES

- Bidder shall provide space planning training, at no additional cost to DCI.
- Bidder shall utilize a computer bases CAD system for drawing of the workstation layouts and generation of the bill of materials required. All required drawings will be provided at no cost to DCI.
- Bidder shall provide separate bids on providing space planning on an hourly rate. There shall also be a ½ day and full-day rate for on-site visits.

e. PRODUCT INSTALLATION SUPPORT SERVICES

- Installation training must take place at the DCI facility and will consist of at least two days of training per year, at no charge to DCI.
- Bidder must have available installation supervisors that can coordinate all the logistics involved with the successful installation of finished products at sites DCI does not desire to install.

f. TRAINING

- Bidder, at no additional cost to DCI, will be required to submit training outlines and estimated time required to adequately train all DCI staff. All training and support will be supplied on an ongoing basis due to inmate and staff turnover.

10. COMPONENT MANDATORY SUBMISSION REQUIREMENTS

Bidders submitting proposals for the component portion must submit the following additional information. Failure to submit all items shall result in rejection of the proposal for the component section.

a. MANUFACTURER'S PUBLISHED DESCRIPTIVE LITERATURE AND PRICE LIST

- Provide latest manufacturer's descriptive specifications literature and price list for each manufacturer's product line bid. The price list shall include unit list price by component and sub-assembly for each product and number of components for each product, product identification code for each finished and component part, a part by part componentry list showing factory number for each part and identifying multiple stages of completion and average assembly hours for each product.
- List of standard finishes and colors for each item included in the bid.
- Swatch book of standard fabric available for each item of seating and panel.

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b. LETTER OF RELEASE

- Bidder must include a letter of release by an authorized official of the furniture manufacturer to allow DCI the right to assemble, finish, install, market, and sell the proposed product under DCI's name without restrictions, royalties or licensing fees.

c. STATEMENT OF COMPLIANCE

- Bidder must include a notarized statement of compliance from the respective manufacturer for each product being bid, certifying that the product has been designed and engineered to meet or exceed all appropriate established codes and standards regarding durability, performance and life safety, and to meet or exceed all current applicable ANSI-BIFMA standards or any update thereof.

d. AGREEMENT AND DESCRIPTION OF TECHNICAL ASSISTANCE

- Bidder shall supply, at no additional cost to DCI, technical assistance for setting up and development of the assembly operations at DCI's production facilities, as well as with marketing and packaging of the bidder's products.
- Attach a letter describing the level and extent of technical assistance.

e. MANUFACTURER'S ASSEMBLY TIME STUDY

- Bidder must include one example of a manufacturer generated time study for the completion of the assembly process with anticipated learning curves, for at least one complex product.

f. DESCRIPTION OF CADD SERVICES

- Bidder must include a description and sample of the CADD drawings available from your firm and the maximum turnaround time to provide hard copy drawings for submission to DCI's clients.

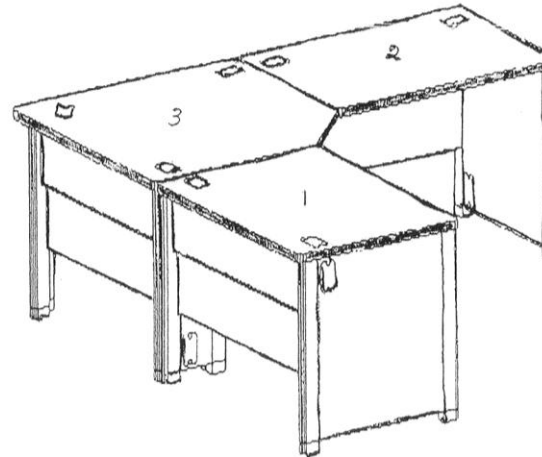
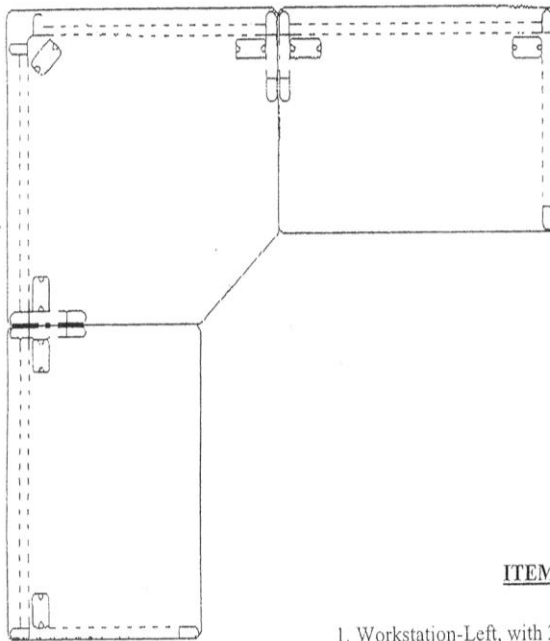
g. BIDDER'S QUALIFICATION SHEET

- Bidders are requested to submit evidence of qualifications to meet all requirements as required by the DCI. Required information can be found and completed in Appendix C.

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APPENDIX B
PROTOTYPICAL DRAWINGS

METAL BASED MODULAR FURNITURE GROUPING - EXAMPLE 1
ABCO Dialog Series, or approved equal



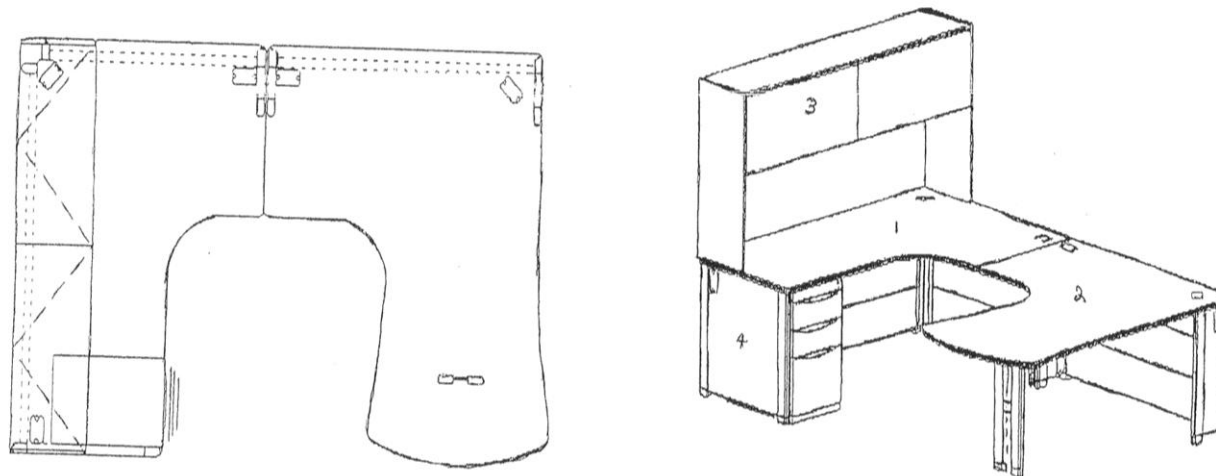
ITEM DESCRIPTION

1. Workstation-Left, with 2/3 Modesty Panel, 30"Dx42"Wx29"H
2. Workstation-Right, with 2/3 Modesty Panel, 30"Dx42"Wx29"H
3. Straight Corner WS, with 2/3 Modesty Panel, 30"Dx42"Wx29"H

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APPENDIX B
PROTOTYPICAL DRAWINGS

METAL BASED MODULAR FURNITURE GROUPING - EXAMPLE 2
ABCO Dialog Series, or approved equal



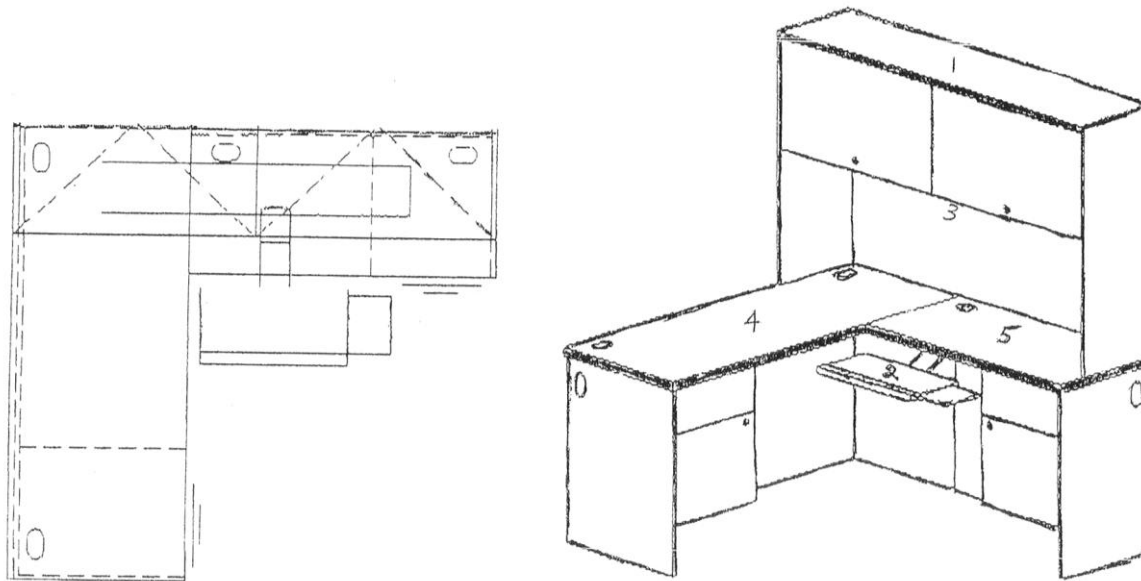
ITEM DESCRIPTION

1. Extended Corner with Full Modesty Panels-Dimensions 30"x72"x48"x30"
2. Left-Connecting Extended Peninsula with Full Modesty Panels-Dimensions 30"x54"x72"x36"
3. Hutch with Flipper Door under top with Full Back & Tack Board-Dimensions 15"Dx72"Wx38"H
4. Metal Box/Box/File Stationary Pedestal-Dimensions 15-1/4"Wx27-3/4"H

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**APPENDIX B
PROTOTYPICAL DRAWINGS**

**WOOD LAMINATE BASED MODULAR FURNITURE GROUPING - EXAMPLE 1
ABCO Utility Series, or approved equal**



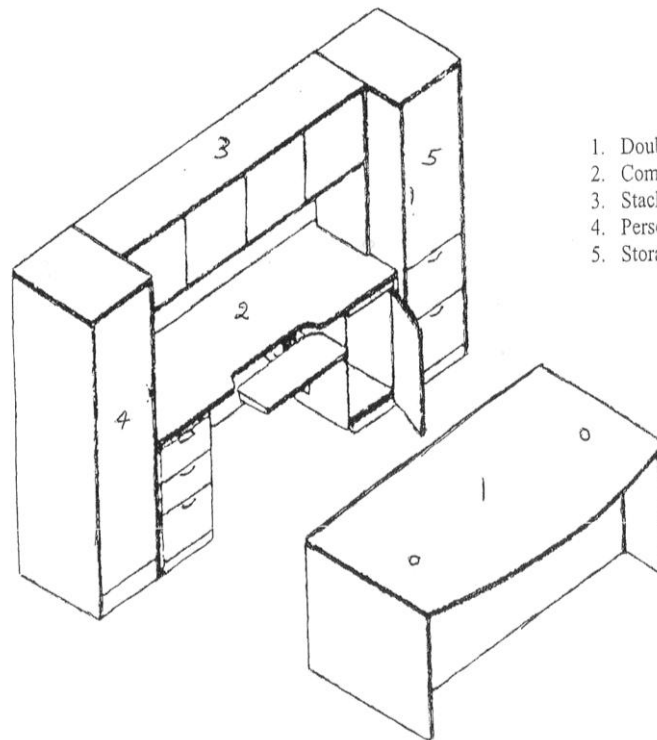
ITEM DESCRIPTION

1. Hutch with Flipper Door under Top, Full Back Tack Board, 15"Dx66"Wx38"H
2. Platform Fully Articulated Keyboard with Mouse Pad and Palm Rest
3. Task Light for Hutch that Fits 48" and Larger Units
4. Single Pedestal Return-BF Pedestal and Full Leg-Right, 20"Dx42"Wx29"H
5. Single Pedestal Rectangle Credenza, Left BF, Right Full, 24"Dx60"Wx 29"H

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APPENDIX B
PROTOTYPICAL DRAWINGS

WOOD LAMINATE BASED MODULAR FURNITURE GROUPING - EXAMPLE 2
ABCO Utility Series, or approved equal



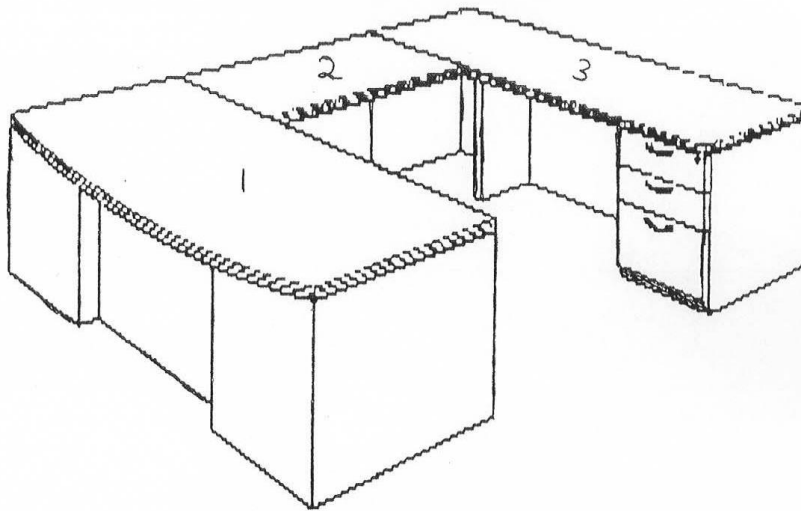
ITEM DESCRIPTION

1. Double Pedestal Desk 72"Wx36"Dx29 1/2"H
2. Computer Credenza, with Box/Box/File-CPU, 72"Wx24"Dx29 1/2"H
3. Stack-on Storage 72"Wx145/8"Dx37 1/2"H
4. Personal Wardrobe and Storage Cabinet-Left, 18"Wx24"Dx67"H
5. Storage with File Cabinet-Right, 18"Wx24"Dx67"H

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APPENDIX B
PROTOTYPICAL DRAWINGS

WOOD LAMINATE BASED MODULAR FURNITURE GROUPING - EXAMPLE 3
Indiana Desk Resilience, 3800 Series, or approved equal



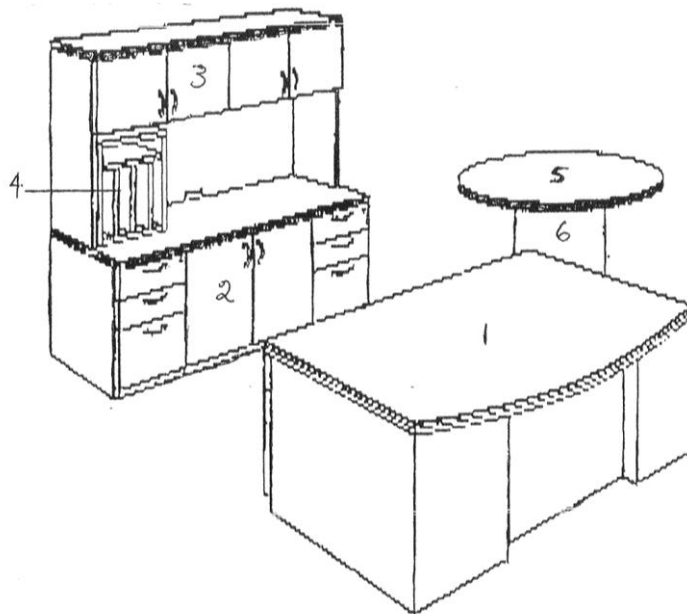
ITEM DESCRIPTION

1. Top Left Pedestal Desk, 42"Dx 72"Wx30"H
2. Bridge Unit, 24"Dx48"Wx30"H
3. Right Pedestal Credenza, 24"Dx72"Wx30"H

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**APPENDIX B
PROTOTYPICAL DRAWINGS**

WOOD LAMINATE BASED MODULAR FURNITURE GROUPING - EXAMPLE 4
Indiana Desk Resilience, 3800 Series, or approved equal



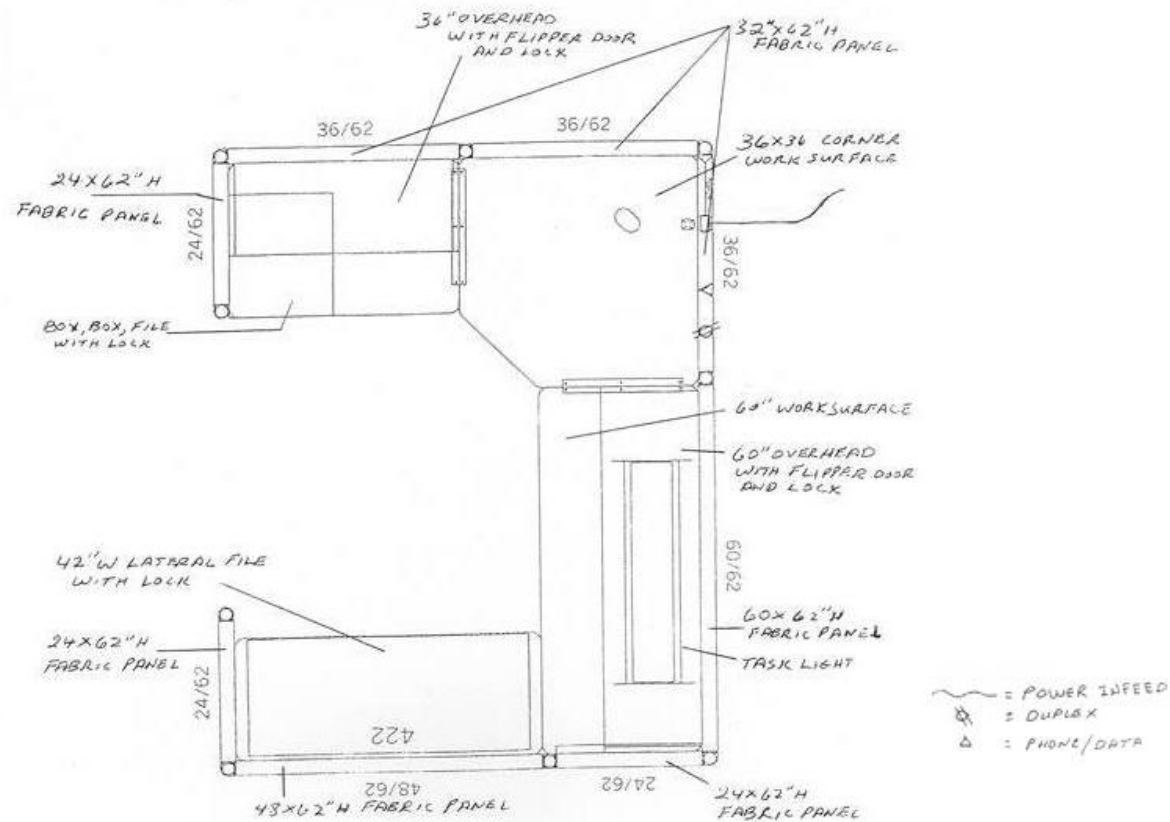
ITEM DESCRIPTION

1. Double Pedestal Desk, 42"Dx72"Wx30"H
2. Storage Credenza, 24"Dx72"Wx30"H
3. Hutch with Doors, 14"Dx72"Wx42"H
4. Portable Tower Unit, 14"Dx18"W
5. Round Table Top, 48"x48"
6. Table Base, 20"x 20"H

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APPENDIX B
PROTOTYPICAL DRAWINGS

NEW SYSTEMS FURNITURE PROTOTYPICAL - CLERICAL WORKSTATION



APPENDIX B

PROTOTYPICAL DRAWINGS

NEW SYSTEMS FURNITURE PROTOTYPICAL - MANAGER WORKSTATION

