



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: February 21, 2017

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Multiple Contractors. See Attachment A.

**Project Title/Description:**  
Furniture Products & Services

**Purpose:**  
Award of Contract: Master Agreement No. MA-PO-17-163. Contract is for an initial term of one (1) year in the shared annual not-to-exceed award amount of \$3,500,000.00 and includes four (4) one-year renewal options. Administering Department: Facilities Management.

**Procurement Method:**  
Pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement Authorized, the Procurement Director authorized Requisition No.17-103 to utilize the State of Arizona Contract Nos. ADSP013-040689, ADSP013-040686 and Northern Arizona University, University of Arizona and Arizona State University (Universities) Contract No. P17GB001, which were awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

Corporate Interior Systems, Inc. (CIS) and Omni Workspace Company, LLC (Atmosphere) will be utilized on the Universities Cooperative Agreement and National Design & Trade Network (Interior Solutions) will be utilized on the State of Arizona Cooperative Agreement. Goodmans Inc. will be utilized on both Cooperative Agreements. Facilities Management will purchase Goodmans Inc. through the State of Arizona only when manufacturers Bretford, Mitylite and Mooreco are required as the Universities contract does not provide these. All other Goodmans Inc. purchases will be made through the Universities. See Attachment B, Facilities Management Memorandum.

PRCUID No.: 240401

Attachment: Master Agreement.

**Program Goals/Predicted Outcomes:**  
To provide furniture products and services for Pima County facilities and departments.

**Public Benefit:**  
The ability to furnish new or remodeled county facilities and replace aging furniture.

**Metrics Available to Measure Performance:**  
Furniture products and services will meet the ANSI/BIFMA standards for safety.

**Retroactive:**  
No.

FEB 14 17 PM 03:57:00 CLK/CFM

To: COB- 2-14-17 (5)  
Ver. - 1  
Pgs. 77 Addendum

Procure Dept 02/14/17 03:57:00

**Original Information**

Document Type: MA Department Code: PO Contract Number (i.e.,15-123): 17-163

Effective Date: 03/01/2017 Termination Date: 02/28/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 3,500,000.00  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): General Fund

Cost to Pima County General Fund: 3,500,000.00

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Meagan Lynch, Commodities Contract Officer

Department: Procurement Telephone: 724-9071

Department Director Signature/Date: [Signature] 2/9/17

Deputy County Administrator Signature/Date: [Signature] 2-14-17

County Administrator Signature/Date: [Signature] 2/14/17  
(Required for Board Agenda/Addendum Items)

## **Attachment A**

Furniture Products & Services- MA-PO-17-163

### **Contractor Name**

- 1) Corporate Interior Systems, Inc. (Headquarters: Phoenix, AZ)
- 2) Goodmans Inc. (Headquarters: Phoenix, AZ)
- 3) National Design & Trade Network, dba Interior Solutions (Headquarters: Salt Lake City, UT)
- 4) Omni Workspace Company, LLC, dba Atmosphere Commercial Interiors, LLC (Headquarters: Minneapolis, MN)

## Attachment B



**PIMA COUNTY**

FACILITIES MANAGEMENT

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### MEMORANDUM

**DATE:** Jan.23, 2017

**TO:** Mary Jo Furphy, Procurement Director

**FROM:** Tom Gordon, FM Renovations & Interiors Manager 

**SUBJECT:** Furniture Contracts 2017

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Facilities Management (FM) requests the following five contracts for the new Furniture Master Agreement (MA) required to replace the existing MA which expires on February 28, 2017. FM staff worked with Meagan Lynch at Procurement to review the best existing Furniture Cooperative Agreements available. With these Cooperative Agreements, FM staff can continue to procure furniture from the wide range of manufacturers, and their vendors, whose products and services have offered the best quality and pricing to Pima County in the past. The existing Az State and Universities Cooperative Agreements have been deemed to offer the best options now available to achieve this goal.

#### **REQUESTED VENDOR CONTRACTS FOR NEW FURNITURE MA**

- Omni Workspace Company, LLC (Atmosphere Commercial Interiors, LLC) thru Universities:  
Atmosphere is not part of the Az State Co-op Agreement, therefore their manufacturers can only be procured through the Universities Co-op Agreement.
- CIS (Corporate Interior Systems, Inc.) thru Universities:  
Although CIS is listed on both of the available Co-op Agreements, the CIS Universities agreement is the only one which offers Pennco, who is a proven manufacturer of lockers and other storage items with a proven record with Pima County.
- Goodmans Inc., two contracts – one thru Az State and one thru Universities:  
Goodmans provides a better discount on the Universities agreement, however the Az State agreement will be utilized when procuring Bretford, Mitylite, Mooreco, and any other manufacturers who are not on the Universities agreement.
- National Design & Trade Network (Interior Solutions) thru Az State:  
Interior Solutions is not part of the Universities Co-op Agreement, therefore their manufacturers can only be procured through the Az State Co-op Agreement.

c: Gary Campbell, Kristy McDermott, Bonnie Goble, Bette Tew



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1700000000000000163

MA Version: 1

Page: 1 of 8

Description: Furniture Products & Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MEAGAN LYNCH
	<b>Phone:</b> 5207249071
	<b>Email:</b> Meagan.Lynch@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 03-01-2017
	<b>Expiration Date:</b> 02-28-2018
	<b>NTE Amount:</b>
	<b>Used Amount:</b> \$0.00

<b>V E N D O R</b>	<b>CORPORATE INTERIOR SYSTEMS IN</b>	<b>Contact:</b> STEPHANIE BOURLAND
	<b>DBA: CORPORATE INTERIOR SYSTEMS INC</b>	<b>Phone:</b> 602-243-7842
	<b>3311 E BROADWAY RD</b>	<b>Email:</b> sbourland@cisinphx.com
	<b>PHOENIX AZ 85040</b>	<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
Award of Contract for an initial one (1) year term with four (4) one-year renewal options in the shared annual not-to-exceed award amount of \$3,500,000.00. Attachment: Universities Cooperative Procurement Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

**PIMA COUNTY**

Master Agreement No: 1700000000000000163

MA Version: 1

Page: 2 of 8

Line	Description					
1	Free Form Furniture Services Service Contract Amt (Not-To-Exceed) 0.00			Service From		Service To
2	Free Form Furniture Products Discount 0.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1700000000000000163

MA Version: 1

Page: 3 of 8

Description: Furniture Products & Services

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	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MEAGAN LYNCH
	<b>Phone:</b> 5207249071
	<b>Email:</b> Meagan.Lynch@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 03-01-2017
	<b>Expiration Date:</b> 02-28-2018
	<b>NTE Amount:</b>
	<b>Used Amount:</b> \$0.00

<b>V E N D O R</b>	<b>GOODMANS INC</b>	<b>Contact:</b> LORI BAUTCH
	<b>DBA: Goodmans Interior Structures</b>	<b>Phone:</b> 520-628-2707
	<b>PO BOX 53512</b>	<b>Email:</b> lpena@goodmans.info
	<b>PHOENIX AZ 85072</b>	<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
Award of Contract for an initial one (1) year term with four (4) one-year renewal options in the shared annual not-to-exceed award amount of \$3,500,000.00. Attachments: Universities and State of Arizona Cooperative Procurement Agreements.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

**PIMA COUNTY**

Master Agreement No: 1700000000000000163

MA Version: 1

Page: 4 of 8

Line	Description					
1	Free Form Furniture Services					
	Service Contract Amt (Not-To-Exceed)			Service From		Service To
	0.00					
2	Free Form Furniture Products					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			





# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1700000000000000163

MA Version: 1

Page: 5 of 8

Description: Furniture Products & Services

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	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MEAGAN LYNCH
	<b>Phone:</b> 5207249071
	<b>Email:</b> Meagan.Lynch@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 03-01-2017
	<b>Expiration Date:</b> 02-28-2018
	<b>NTE Amount:</b>
	<b>Used Amount:</b> \$0.00

<b>V E N D O R</b>	<b>National Design and Trade Network</b>	<b>Contact:</b> Nanette Houghton
	<b>DBA: Interior Solutions</b>	<b>Phone:</b> 801-531-7538
	<b>522 South 400 West</b>	<b>Email:</b> nhoughton@interiorsolutions.net
	<b>Salt Lake City UT 84101</b>	<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
Award of Contract for an initial one (1) year term with four (4) one-year renewal options in the shared annual not-to-exceed award amount of \$3,500,000.00. Attachment: State of Arizona Cooperative Procurement Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

**PIMA COUNTY**

Master Agreement No: 1700000000000000163

MA Version: 1

Page: 6 of 8

Line	Description					
1	Free Form Furniture Services					
	Service Contract Amt (Not-To-Exceed)			Service From		Service To
	0.00					
2	Free Form Furniture Products					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1700000000000000163

MA Version: 1

Page: 7 of 8

Description: Furniture Products & Services

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	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MEAGAN LYNCH
	<b>Phone:</b> 5207249071
	<b>Email:</b> Meagan.Lynch@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 03-01-2017
	<b>Expiration Date:</b> 02-28-2018
	<b>NTE Amount:</b>
	<b>Used Amount:</b> \$0.00

<b>V E N D O R</b>	<b>OMNI WORKSPACE COMPANY, LLC</b>	<b>Contact:</b> LLOYD ELSON
	<b>DBA: ATMOSPHERE COMMERCIAL INTERIORS, LLC</b>	<b>Phone:</b> 612-343-7352
	<b>81 S 9TH STREET, #350</b>	<b>Email:</b> LLOYD.ELSON@ATMOSPHERECI.COM
	<b>MINNEAPOLIS MN 55402</b>	<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
Award of Contract for an initial one (1) year term with four (4) one-year renewal options in the shared annual not-to-exceed award amount of \$3,500,000.00. Attachment: Universities Cooperative Procurement Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

**PIMA COUNTY**

Master Agreement No: 1700000000000000163

MA Version: 1

Page: 8 of 8

Line	Description					
1	Free Form Furniture Services					
	Service Contract Amt (Not-To-Exceed)			Service From		Service To
	0.00					
2	Free Form Furniture Products					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

<b>PIMA COUNTY PROCUREMENT DEPARTMENT</b> <b>ADMINISTERING DEPARTMENT: FACILITIES MANAGEMENT</b>  <b>PROJECT: Furniture Products &amp; Services</b>  <b>CONTRACTOR: Corporate Interior Systems Inc.</b> 3311 E Broadway RD Phoenix, AZ 85040  <b>AMOUNT: \$3,500,000.00</b>  <b>FUNDING: General Funds</b>  <b>PIMA COUNTY CONTRACT NO.: MA-PO-17-163</b>	<b>CONTRACT</b>
	<b>NO. MA-PO-17-163</b> <b>AMENDMENT NO.</b> _____ This number must appear on all invoices, correspondence and documents pertaining to this contract.

**COOPERATIVE PROCUREMENT AGREEMENT**

**1. AUTHORIZATION**

Pursuant to Pima County Procurement Code 11.24.010 Cooperative Procurement Authorized, purchase (delivery) order documents are authorized to be issued utilizing the terms and conditions defined by the **Universities Contract No. P17GB001- Corporate Interior Systems (53 pages)**, incorporated by reference to the above Pima County Contract Number, a copy of which is attached as Attachment 1 and **Corporate Interior Systems Price List (42 pages)** a copy of which is attached as Attachment 2.

**2. STANDARD TERMS AND CONDITIONS**

Additional terms under this contract. In case of conflict these are superior to terms defined by other contract documents.

**A. Contract Term/Renewals, Not to Exceed Contract Amount, and Revisions:**

The initial term of the contract will be for a one (1) year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties.

The annual not-to-exceed dollar amount of the contract is \$3,500,000.00. In the event the contract exceeds this amount, Pima County will issue a revised Master Agreement to increase the dollar amount of the contract.

Proposed Revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes.

**B. Indemnification Clause:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims

arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

**C. Insurance Requirements:**

Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

1. Insurance Coverages and Limits:

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

1.1. **Commercial General Liability (CGL)** – Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

1.2. **Business Automobile Liability** – Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

1.3. **Workers' Compensation and Employers' Liability** - Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

Note: The Workers' Compensation requirement does not apply if Contractor is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

1.4. **Professional Liability (Errors and Omissions) Insurance** – Professional Liability to include professional misconduct and negligent acts of anyone performing professional services under this Contract with policy limits not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. A Claims-Made policy is acceptable.

2. Additional Coverage Requirements:

2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.2. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

2.3. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and

volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements

2.4. Wavier of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.

2.5. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).

2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

3. Verification of Coverage:

3.1. Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

- The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
- A notation of policy deductibles or SIRs relating to the specific policy, and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.

3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.

3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

3.4. Cancellation Notice: Contractor will not permit or allow its insurance policies and endorsements to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days' advance written notice from the Contractor to the County of the change to the policy(ies). Contractor must provide written notice to County within two (2) business days of Contractor's receipt of notice from any insurer of any of the foregoing events. For cancellation of non-payment, Insurer must provide County with written notice ten (10) days prior to cancellation of policy.

4. Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**C. Cancellation for Conflict of Interest:**

This Agreement is subject to the provisions of A.R.S. Section 38-511

**D. Israel Boycott Certification:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

**3. COOPERATIVE CONTRACT CLARIFICATIONS FOR THIS CONTRACT**

**A. Written Orders:**

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order documents. Order documents will be furnished to Contractor via e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk.

**B. Invoice Submittal:**

Invoices are to be sent to:

Pima County Finance & Risk Management- Accounts Payable  
P.O. Box 791  
Tucson AZ, 85701

**C. Notices:**

Notices regarding this award should be addressed to:

Tom Gordon  
Pima County Facilities Management  
150 West Congress, 3<sup>rd</sup> floor; Tucson, AZ 85701  
(520) 724-3085/ [tom.gordon@pima.gov](mailto:tom.gordon@pima.gov)



IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

**APPROVED:**

**Corporate Interior Systems Inc.**

\_\_\_\_\_  
Chair, Board of Supervisors

*Janice White*  
\_\_\_\_\_  
Authorized Officer Signature

Date: \_\_\_\_\_

*Janice White, Director of Finance*  
\_\_\_\_\_  
Printed Name and Title

Date: *1/26/17*

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

*Tobin Rosen*  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

*1/24/17*  
\_\_\_\_\_  
Date

**CONTRACT**

This Contract, is entered into as of January 1, 2017, between the Arizona Board of Regents for and on behalf of Northern Arizona University, hereinafter known as "University", and Corporate Interior Systems, hereinafter known as "Offeror".

The initial term of this Contract shall be effective from January 1, 2017 through December 31, 2022, with an option to renew five (5) additional one (1) year periods with a total term not to exceed ten (10) years.

Pursuant and subject to the provisions of University's Request for Proposal P17GB001, Addenda 1, 2 and 3, Clarifications 1, 2 and 3, and Notice of Award hereinafter referred to as "Proposal", and Offeror's response, dated August 11, 2016 and Offeror's responses to Clarifications 1, 2 and 3, hereinafter referred to as "Response", (attached hereto and incorporated herein by reference as Exhibits A, and B, respectively).

Offeror shall hereby provide Furniture Procurement and Installation Related Services for Northern Arizona University, Arizona State University and the University of Arizona during the term of this Contract subject to the requirements, terms and conditions of this Contract and those set forth in the Proposal.

In the event of conflict, the order of precedence shall be this Contract, Proposal and then Response.

The contact for Northern Arizona University shall be Taryn Williams, PO Box 5637, Flagstaff, AZ, 86011, Email: Taryn.Williams@nau.edu. She shall have authority at Northern Arizona University to make use of Offeror's resources as deemed necessary.

The contact for Arizona State University shall be Gail Horney, ASU Purchasing and Business Services, PO Box 875212, Tempe, AZ, 85287-5212, Attention: Sr. Buyer, Furniture. She shall have authority at Arizona State University to make use of Offeror's resources as deemed necessary.

The contact for the University of Arizona shall be Ted Nasser, PO Box 210300, Tucson, AZ, 85721, E-Mail: enasser@email.arizona.edu. He shall have authority at the University of Arizona to make use of Offeror's resources as deemed necessary.

The undersigned have read the foregoing Contract and, as duly authorized signatories of their respective entities, hereby agree to be bound by its requirements, terms and conditions.

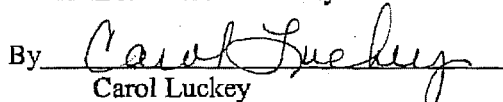
Corporate Interior Systems  
Attn: Lisa Johnson, President & CEO

By 

Its President/CEO

Date 12-21-16

The Arizona Board of Regents  
for and on behalf of  
Northern Arizona University

By 

Its Assistant Director, Purchasing

Date 12/22/16



**NORTHERN  
ARIZONA  
UNIVERSITY**

**Proposal Acknowledgement Receipt**

**CONTRACTING AND PURCHASING SERVICES**

**Request for Proposal number: P17GB001**

**Request for Proposal description: Furniture Procurement and Installation Related Services**

Complete, sign, and submit this document to NAU Contracting and Purchasing Services. The completed and signed document may be faxed to NAU Contracting and Purchasing Services at 928-523-1343, emailed to Glenn.Birkett@nau.edu or delivered through any other method.

Name of Firm		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		Fax Number
(   ) -		(   ) -
E-mail address, if available		Federal Taxpayer ID Number
Print Name of Firm's Authorized Agent		Signature of Firm's Authorized Agent
Title of Authorized Signer		Date

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## SECTION A            REQUEST FOR PROPOSAL

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Northern Arizona University (NAU), Arizona State University (ASU) and the University of Arizona (UA), (collectively known as the “Universities”), are requesting sealed Offers from qualified firms and/or individuals for Furniture Procurement and Installation Related Services.

Offers shall be received in the Office of the Executive Director of Procurement, NAU, Building 98B, Box 4124, 545 E. Pine Knoll, Flagstaff, AZ 86011-4124 until 2:00 P.M., Arizona Local Time, on July 25, 2016 , at which time a representative of the Universities shall announce publicly the names of those firms submitting Offers. No other public disclosure shall be made until after award of the Contract resulting from this Request for Proposal (RFP).

Any and all questions regarding this RFP shall be directed to NAU Contracting and Purchasing Services and to no other office or individual at the Universities. NAU may answer informal questions orally. NAU makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Offeror shall not be entitled to rely on any verbal response from the Universities. Formal questions regarding any part of this RFP that may result in a material issue or a formal addendum must be submitted in writing. All correspondence regarding this RFP shall be directed to NAU Contracting and Purchasing Services, contact information is below:

Glenn Birkett  
Senior Buyer  
Telephone: 928-523-6094  
Fax: 928-523-1343  
E-Mail: Glenn.Birkett@nau.edu

## **SECTION B                      BACKGROUND INFORMATION**

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### **1. UNIVERSITIES' BACKGROUND**

NAU, ASU and UA are governed by the Arizona Board of Regents (ABOR) and are fully accredited institutions of higher learning supported by the State of Arizona.

- 1.1. NAU specific: Additional information on NAU may be accessed from:  
<http://www4.nau.edu/pair/Factbook/>.
- 1.2. ASU specific: Additional information on ASU may be accessed from:  
<http://www.asu.edu/>.
- 1.3. UA specific: Additional information on UA may be accessed from:  
[www.arizona.edu/](http://www.arizona.edu/). Specific demographic information on UA may be accessed from:  
<http://oirps.arizona.edu/UAFactBook.asp>.

### **2. PROPOSAL BACKGROUND**

- 2.1. This RFP is part of a competitive negotiation process intended to allow the Universities to obtain goods and/or services as outlined herein in a manner which is most advantageous to the Universities. This RFP provides the Universities the flexibility to negotiate with Offerors, if desired, to arrive at a mutually agreeable relationship. Price may weigh heavily in the evaluation process but will not be the only factor under consideration and may not be the determining factor. All Offers will be considered public record and available for review, as allowed by law, during regular office hours after award by contacting NAU's Executive Director of Procurement.
- 2.2. The initial term of a resulting Contract shall be five (5) years, from date of award, with an option to renew five (5) additional one (1) year periods with a total term not to exceed ten (10) years.
- 2.3. It is the Universities' intent to select the Offer(s), which are most favorable in all respects, including scope, availability of services, quality of services, past performance history and price. If not otherwise stated herein, multiple awards may be made, or an award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of the Universities. The Universities may award contracts for new or used product. The Universities reserve the right to award by any combination of Manufacturers or resellers, and to award a match for existing manufactured product.
- 2.4. The successful Offeror(s) will be expected to work closely with each of the Universities' designated representatives to administer an effective and efficient program.
- 2.5. Procurements for new construction and/or major remodeling with a net value of \$250,000 or greater may, at the option of each University, be bid and purchased

separately from this Contract.

## SECTION C INSTRUCTIONS TO OFFERORS

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1. No department, school, or office at NAU has the authority to solicit official RFPs other than Contracting and Purchasing Services. All solicitations shall be performed under the direct supervision of the Executive Director of Procurement and in accordance with NAU policies and procedures.
2. Offer shall be submitted in the format shown in Section D. Offers in any other format may be rejected. Conditional Offers shall not be considered. Submit Offer signed by an authorized individual. Offer that is not signed may be rejected.
3. Offers to be submitted as:
  - 3.1. One (1) complete Offer, printed and bound, clearly marked as original; and
  - 3.2. Five (5) copies of the complete Offer on CD or other portable storage medium.
4. Submit Offer, sealed and marked as follows:

**Offeror's Name**  
**Offeror's Title**  
**RFP Number**  
**Date And Time Offer Is Due**

5. No telephonic, electronic, or facsimile Offer shall be considered. Offers received after the date and time set for opening will be rejected. The Universities reserve the right to extend the due date and time at the Universities' sole discretion prior to the scheduled due date and time.
6. If responding by mail, allow sufficient time for on-campus delivery.
7. Any person, firm, corporation, and/or association submitting an Offer shall be deemed to have read and understood all the terms, conditions, and requirements specified herein.
8. Definitions:
  - 8.1. "ADA" - shall refer to the Americans with Disability Act.
  - 8.2. "ASU" - shall refer to Arizona State University.
  - 8.3. "Contract" - shall mean the agreement entered into between the ABOR for and on behalf of NAU, ASU and UA and the successful Offeror as a result of this RFP.
  - 8.4. "Fiscal Year" - shall refer to the Universities' financial accounting period extending from July 1<sup>st</sup> of one calendar year to June 30<sup>th</sup> of the following calendar year.
  - 8.5. "LED" - shall refer to light emitting diode.
  - 8.6. "LEED" - shall refer to a green building certification program that recognizes best-in-class building strategies and practices.
  - 8.7. "May" - indicates something that is not mandatory but permissible/desirable.



- 8.8. "Manufacturer" - shall refer to subcontractors of the Offeror that manufacture products offered under this RFP.
  - 8.9. "NAU" - shall refer to Northern Arizona University.
  - 8.10. "NRC" - shall refer to Noise Reduction Coefficient.
  - 8.11. "Offer" - shall mean the proposal from an individual or firm for the provision outlined in this RFP.
  - 8.12. "Offeror" - shall mean a person or firm that is submitting an Offer in response to this RFP and who shall enter into a Contract with the Universities.
  - 8.13. "PVC" - shall refer to Polyvinyl Chloride.
  - 8.14. "RFP" - shall refer to Request for Proposal.
  - 8.15. "Shall", "Must", "Will" – indicates mandatory requirements. Failure to meet these mandatory requirements will result in rejection of Offer as non-responsive.
  - 8.16. "Should" - indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the Universities may, at their sole option, ask Offeror to provide the information or evaluate the Offer without the information.
  - 8.17. "STC" - shall refer to Sound Transmission Class.
  - 8.18. "UA" - shall refer to the University of Arizona.
  - 8.19. "UL" - shall refer to Underwriters Laboratory.
  - 8.20. "Universities" - shall refer collectively to NAU, ASU and UA.
9. Any information considered to be proprietary by the Offeror shall be placed in a separate envelope and marked "Proprietary Information". To the extent the NAU Executive Director of Procurement concurs, this information shall be considered confidential and not public information. The NAU Executive Director of Procurement shall be the final authority as to the extent of material, which will be considered confidential. Pricing information shall not be considered confidential.
  10. Offer may be withdrawn at any time prior to the time and date set for opening.
  11. Offer and accompanying documentation will become the property of the Universities at the time the Offer is opened.
  12. The Universities reserve the right to cancel this solicitation, reject any or all Offers or any part thereof, or to accept any Offer or any part thereof and to waive or decline to waive irregularities in any Offer when it is determined that it is in its best interest to do so. The Universities have the right to hold Offers for a period of ninety (90) days after the opening date, the right to accept an Offer not withdrawn before the date set for opening, to negotiate with any Offeror considered qualified, or make any award without written discussion.
  13. The Universities reserve the right to conduct discussions and negotiations with Offeror, to accept revisions of Offer, and to negotiate price changes. The Universities shall not disclose any information derived from Offer or from discussions with other Offerors.
  14. The Universities may request a presentation, demonstration or samples be given to a selection committee in the event the Offer is deemed to be among the most advantageous

to the Universities. NAU Contracting and Purchasing Services will schedule all presentations and in the event a presentation is scheduled, evaluation criteria and scoring may be included in the presentation invitation.

- 14.1. If presentation is to be held as a webinar, Offeror will indicate information required to provide such presentation to the Universities, for example; Universities' User Login.
15. Offeror may submit requests for changes or additions to the Universities' terms and conditions set forth in Section F. Any such changes must be submitted with the Offer as required in Section D.5, or the Offeror will have waived the right to object or add to the Universities' terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement or any other agreement, but rather as additional terms that do not conflict with the Universities' terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to the Universities' terms and conditions may, if the Universities at their sole discretion determine not to accept the alternate terms and conditions, be rejected as non-responsive.
16. By submitting an Offer, the Offeror agrees that any information provided within the Offer and accepted by the University shall become a binding part of a resulting Contract.
17. The successful Offeror(s) will be expected to enter into a Contract with the Universities which shall be a summation of the RFP, addenda, the Offer, and negotiations. The order of precedence shall be the RFP, addenda, the Offer, and negotiations. The Universities' terms and conditions shall be incorporated into the resulting Contract between the Universities and the successful Offeror. The resulting Contract shall be with the Offeror submitting the response and not with any sub-contractors to include those defined as Manufacturer under Section C.8.8.
18. The Universities are committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the Offeror shall make every effort to use SB & SDB in the performance of the Contract.
19. **Performance and Payment Bonds:** Project specific performance and payment bonds may be outlined and required at the Universities' sole discretion.
20. Requests for clarification of information to be received no later than July 18, 2016. Interpretation and/or correction shall be given as written addenda to the RFP. Each addendum shall be mailed, faxed or E-mailed to each Offeror of record. Failure to object within the timeframe will constitute a waiver of the right to object and shall not be grounds for a protest.
21. Any objections to alleged errors, irregularities, improprieties, specifications or content shall be made prior to the time and date set for opening. Failure to object prior to the time and date set for opening will constitute a waiver of the right to object and shall not be grounds for a protest.

22. Failure to receive an addendum shall give Offeror the option of:
  - 22.1. Accepting the resulting Contract, if offered, including all addenda, at the proposed price.
  - 22.2. Withdrawing its Offer without penalty.
23. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.
24. Unless specifically stated to the contrary, Manufacturer's names, trade names, brand names, or catalog numbers used in the specifications of this RFP shall be for the purpose of describing and/or establishing the quality, design, and performance required. Such reference shall not be intended to limit or restrict an Offer. Any Offer, which proposes like quality, design, and/or performance, shall be considered.
25. The Universities will not guarantee any minimum purchase volumes of any kind from the resulting Contract.
26. The Universities shall not reimburse the Offeror the costs associated with responding to the RFP.
27. Offeror shall acquire and maintain, at their sole expense, all necessary parking permits required by the Universities.
  - 27.1. NAU specific: Parking permits along with regulations governing traffic and parking are available from NAU Parking and Shuttle Services (928-523-6623) located at 113 W Dupont Ave., Flagstaff, AZ 86011. Permit applications and vehicle registration may also be accessed on-line at <http://nau.edu/parking-shuttle-services/>. Regulations shall be applicable to all employees of Offeror and will be strictly enforced. All fines incurred shall be the sole responsibility of the Offeror.
  - 27.2. ASU specific: Offeror shall obtain all parking permits and/or decals required while performing work on ASU premises. The Offeror should contact ASU Parking and Transit, <https://cfo.asu.edu/pts>
  - 27.3. UA specific: The UA Parking & Transportation Services 1117 E Sixth St—Tucson, AZ 85721—0181 Mailing Address: PO Box 41750—Tucson, AZ 85717-1750 (520) 626—PARK (7275) Fax (520) 621-7055.  
[https://parking.arizona.edu/pdf/forms/vendor\\_contractor\\_app.pdf](https://parking.arizona.edu/pdf/forms/vendor_contractor_app.pdf).
28. NAU specific: All buildings on the campus of NAU have been surveyed by a certified testing agency to determine the presence of asbestos containing building materials (ACBM's) and presumed asbestos containing materials (PACM's). These surveys document the presence of asbestos in a variety of building materials and locations in multiple buildings at the NAU campus. The test results are documented and on file with Facility Services Engineering and Inspections and are available for review by contacting the Asbestos Program Coordinator, at 928-523-6435.

Renovation/Construction/Removal and/or Installation services that may impact and/or disturb existing building materials shall require Offeror to sign, and submit with Offer, NAU Form FS#13: (Contractor Notification and Confirmation for Asbestos Containing Building Materials) which has been prepared with project or site specific information or recommendations; or which contains directions for obtaining site specific asbestos information prior to the commencement of work. (refer to Section P, NAU Specific, Form FS-13).

No work shall commence prior to Offeror receiving, reviewing, and signing this FS-13 form and/or any attached Asbestos Survey Result Summary page with appropriate NAU signatures. Collectively, these forms provide notification of the presence of any ACBM's which have been identified to be present in the area of this project.

29. ASU specific: Refer to Section Q, ASU Specific-Service Provider Acknowledgement.
30. Offeror shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable.
31. In accordance with Arizona Executive Order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona, July 16, 1996, the Universities formally request that all products used in the performance of any Contract resulting from the RFP be low or no content of reactive organic compounds, to the maximum extent possible.
32. Pursuant to A.R.S. §34-451, the Universities are required to purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this RFP is for a product in a category for which ENERGY STAR® or certified products are available, submit evidence of the ENERGY STAR® status or certification for products offered.
33. Unless reasonable objection is made in writing as part of the Offer, the resulting Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible municipalities, counties, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant Contract, applicable entities must have entered into a cooperative purchasing agreement with either the Arizona Board of Regents for and on behalf of NAU or the State of Arizona pursuant to ARS 41-2632.
  - 33.1. ASU has entered into Cooperative Purchasing Agreements with the Maricopa County Community College District and with Maricopa County. Under these Cooperative Purchasing Agreements, and with the concurrence of the Offeror, the Community College District and/or Maricopa County may access a Contract resulting from a solicitation done by or on behalf of ASU. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, indicate in Offer. In the absence of a statement to the contrary, ASU will assume that you do wish to grant access to any contract that may result from this RFP.

33.2. ASU is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the Offeror, a member of \$AVE may access a contract resulting from a solicitation done by or on behalf of ASU. If you do not want to grant such access to a member of \$AVE, indicate in Offer. In the absence of a statement to the contrary, ASU will assume that you do wish to grant access to any contract that may result from this RFP.

34. The Universities treat Offerors in a fair, honest, and consistent manner by conducting the RFP process in good faith and by granting all Offerors a comparable opportunity to win an award. In the event Offeror feels the process did not follow established policies and qualifies as an interested party, Offeror may file a protest pursuant to the Arizona Board of Regents (ABOR) procurement procedures, Section 3-809. The Universities take protests seriously and expects Offerors to do so as well. Frivolous protests shall not result in gain for the Offeror and shall not be considered.

Protests shall be received in the Office of the Executive Director of Procurement, Becky McGaugh, Northern Arizona University, Building 98B, Box 4124, 545 E. Pine Knoll, Flagstaff, AZ 86011-4124.

## **SECTION D            OFFER FORMAT**

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In order to facilitate direct comparison, submit Offer using this format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Offer. Include the following with Offer:

1. Completed and signed RFP Certification (refer to Section J).
2. Offeror's Qualifications and Experience, Project Resources, Client References (refer to Section E.1 - E.3).
3. A detailed technical Offer (refer to Section E.4- E.26).
4. Pricing Proposal (refer to Section H).
5. Exceptions to the Terms and Conditions of the RFP (refer to Section F).
6. Completed Forms (refer to Sections I, K, L, M, N, O, P and Q).

## SECTION E REQUIREMENTS

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The data, specifications, and requirements outlined herein are intended to serve as a general guideline for the Universities' requirements. Submit a fully detailed Offer that adequately describes the advantages and benefits to the Universities.

Offeror may submit its Offer in collaboration with one or more Manufacturers, which shall be subcontractors of the Offeror. The Universities reserve the right to award Contracts based upon evaluation of the complete Offer including Manufacturer's qualifications, experiences, services and products.

Provide a detailed response to each requirement in Sections 1 through 26 of this Section E, individually numbered to match each requirement. At minimum, in such case where a detailed response is not applicable, indicate ability to comply with and/or agreement to the numbered requirement. Offeror is encouraged to provide any additional information that is not specifically identified in this RFP.

### 1. QUALIFICATIONS/EXPERIENCE

#### 1.1. Qualifications/Experience of Offeror

- 1.1.1. Provide a corporate history/management summary and evidence that the Offeror and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein. Describe the Offeror's growth for the past three (3) years.
- 1.1.2. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years, and if selected for negotiations, Offeror may be required to provide the last two (2) years of audited financial statements.
- 1.1.3. Describe the material issues of any current patent or copyright lawsuits or legal actions against Offeror including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.
- 1.1.4. Detail experience with similar/like projects for complex higher education contracts including name of Manufacturer utilized in each project.

#### 1.2. Qualifications/Experience of Manufacturer if applicable

- 1.2.1. Provide a corporate history/management summary and evidence that the Manufacturer and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein. Describe the Manufacturer's growth for the past three (3) years.
- 1.2.2. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years, and if selected for negotiations, Manufacturer may be required to provide the last two (2) years of audited financial statements.

- 1.2.3. Describe the material issues of any current patent or copyright lawsuits or legal actions against Manufacturer including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.
- 1.2.4. Detail experience with three (3) similar/like projects for complex higher education contracts including distributor name utilized for each project.

## 2. PROJECT RESOURCES

- 2.1. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. The Universities reserve the right to review Offeror's staff assigned for relevant qualifications and experience.
- 2.2. Provide an Organization/reporting chart for key contacts who will be interfacing with the Universities. Provide one for each NAU, ASU and UA if the contacts are not the same for each University.
- 2.3. Provide a list of proposed personnel with resumes, (not more than one (1) page each), specifying qualifications/education and relative experience, and describe assignment for each key personnel.
- 2.4. Assign key personnel dedicated to the Universities to perform the following functions:
  - 2.4.1. Lead Account - Contract Manager.
  - 2.4.2. Sales/Marketing - Point of contact who will be corresponding with the Universities.
  - 2.4.3. Project Manager(s) - Person responsible for coordinating projects under this Contract.
  - 2.4.4. Designer - Providing finishes selections and furniture plans.
    - 2.4.4.1. Indicate if a local design representative residing in the metropolitan areas of the Universities will be provided.
    - 2.4.4.2. Service Manager – Person supporting warranty items. Indicate if a local service representative residing in the metropolitan areas of the Universities will be provided.
- 2.5. Describe in detail the availability of key personnel to visit the Universities' locations.
- 2.6. Describe in detail how key personnel will be assigned to the Universities.
- 2.7. The Universities reserve the right to approve or reject assignments and replacements to key personnel.
- 2.8. Offeror's employees to wear proper apparel with Offeror's logo, and shall conduct themselves in a manner which does not conflict with the Universities' staff, faculty, students or departments by adhering to the Universities' rules and policies. Appropriate business attire is acceptable for Offeror's employees escorted, accompanied and overseen by Universities' staff. The Universities



reserve the right to require Offeror to remove any employees whose behavior is deemed inappropriate.

- 2.9. Offeror will be required to conduct relevant and appropriate background checks and fingerprinting according to the Universities' policies on all assigned employees and new hires to ensure that it does not assign any employee or agent to the Universities who may reasonably be considered to pose a threat to the safety or welfare of the Universities' community or property. Offeror will share background check information and other supporting documentation including disciplinary action for any employee, upon written request by the Universities.

2.9.1. NAU specific: Refer to: <http://nau.edu/Human-Resources/>.

2.9.2. ASU specific: To ensure the safety and security of ASU, Offeror will, at Offeror's expense, conduct reference checks, background checks, and fingerprinting (Screenings) as and when required, on all persons employed or contracted by Offeror to perform work under this Contract. The necessity and adequacy of the Screenings will be determined by the type of work each person will be performing under this Contract. Offeror will conduct Screenings on each person, as would be required if ASU were hiring the person, within 90 days prior to that person commencing work under this Contract. The minimum Screening requirements are set forth in ASU ACD 126 at <http://www.asu.edu/aad/manuals/acd/acd126.html> and ARS § 15-1649. During the term of this Contract, Offeror will exclude from any direct participation in Offeror's performance under this Contract, any dishonest, unethical, unreasonably dangerous or otherwise unqualified person. Offeror will maintain as part of the records Offeror is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Offeror will abide by all applicable laws, rules and regulations including the Fair Credit Reporting act and/or any equal opportunity laws, rules, regulations or ordinances.

2.9.3. UA specific: Refer to <http://www.hr.arizona.edu/>.

- 2.10. Offeror may subcontract installation, training, warranty, or maintenance service with prior Universities' authorization. List and describe any subcontractor's qualifications and relevant experience. Describe how Offeror guarantees subcontractor performance. Offeror shall remain solely responsible for the performance of a resulting Contract from this RFP. All Universities' payments for goods and/or services shall be made directly to the Offeror.

- 2.11. The Universities reserve the right to inspect Offeror's facilities prior to Contract award or any time throughout the term of the Contract.

### 3. CLIENT REFERENCES

Provide, at minimum, three (3) Offeror references, not including the Universities, identifying firms with where the Offeror provided services to such clients with requirements similar to those of the Universities. Provide the name of the firm, contact person, email and the telephone number. The Universities reserve the right to contact additional references not provided by Offeror. Preference may be given for those

references which are most similar to the Universities. References under this Section shall be those of the Offeror and not the Manufacturer.

#### 4. PREFERRED PAYMENT METHOD

The Universities intend to pay for goods and/or services via a Corporate liability card. There are no defined dollar limits. Describe in detail Offeror's ability to accept this preferred method of payment. Describe how the Universities can utilize a Corporate liability card to pay for goods and/or services.

#### 5. GENERAL SPECIFICATIONS

- 5.1. The Universities are seeking sealed Offers from qualified firms or individuals for a Furniture Procurement and Installation Related Services Contract for use by NAU, ASU and UA.
- 5.2. Additional Manufacturers may be added during the Contract term as needed through written Contract addenda agreed to by the contracted parties.
- 5.3. For evaluation of Offers, indicate which services are performed by Offeror vs Manufacturer(s) and include the name of the specific Manufacturer(s) and which services are performed by such Manufacturer.
- 5.4. Provide furniture to include, but not limited to the following, indicating the specific Manufacturer(s) for each product:
  - 5.4.1. Desking systems.
  - 5.4.2. Panel wrapped systems.
  - 5.4.3. Wood casegoods.
  - 5.4.4. Laminate casegoods.
  - 5.4.5. Ergonomic seating and stools.
  - 5.4.6. Guest seating.
  - 5.4.7. Conference seating.
  - 5.4.8. Side chairs and stools.
  - 5.4.9. Stack chairs.
  - 5.4.10. High performance task chairs (24/7 seating).
  - 5.4.11. Lateral files.
  - 5.4.12. Bookcases.
  - 5.4.13. Storage cabinets.
  - 5.4.14. Conference tables.
  - 5.4.15. Classroom tables.
  - 5.4.16. Moderate computer support tables.
  - 5.4.17. Ergonomic work tools.
  - 5.4.18. Ergonomic ancillary products.
  - 5.4.19. Ancillary items such as keyboard trays, task lighting and lobby or reception furniture.
  - 5.4.20. Demountable wall systems.
  - 5.4.21. Classroom seating.

- 5.5. Typical furniture examples for Offeror reference are found under Exhibit B, Typical Examples.
- 5.6. Provide samples of contracted product items for demonstration use upon the Universities' request at no cost to the Universities. An example of a typical sample would be a task chair on display for end-user demonstration.
- 5.7. Provide full support services to include, but not limited to the following, indicating which services are performed by Offeror vs Manufacturer and indicate the specific Manufacturer(s) names for each service:
  - 5.7.1. Sales.
  - 5.7.2. Design.
  - 5.7.3. Quote and schedule.
  - 5.7.4. Delivery.
  - 5.7.5. Installation documentation.
    - 5.7.5.1. Provide applicable installation drawings in pdf and dwg electronic formats.
  - 5.7.6. Installation services.
  - 5.7.7. Training.
  - 5.7.8. Removal.
  - 5.7.9. Return.
  - 5.7.10. Relocation.
  - 5.7.11. Warranty.
  - 5.7.12. Maintenance.
  - 5.7.13. Parts.

## 6. USED AND REFURBISHED FURNITURE

- 6.1. Offerors may provide used or refurbished furniture, and are encouraged to submit product information, images and pricing information for such product. Complete Section H, Pricing Proposal for used or refurbished product to include full support services. Section E.5., General Specifications applies to both used and refurbished furniture.
- 6.2. Used and refurbished furniture to be utilized upon request by the Universities and is not to compete with new furniture installation projects.
- 6.3. All used and refurbished furniture to:
  - 6.3.1. Meet UL requirements.
  - 6.3.2. Be capable of a sturdy and secure installation.

## 7. ANNUAL SPEND

- 7.1. The following represents estimated annual spend for furniture by the Universities for Fiscal Year 2015:
  - 7.1.1. NAU: \$2,100,000.
  - 7.1.1. ASU: \$5,752,475.
  - 7.1.2. UA: \$6,333,844.

## 8. ABILITY TO SERVICE

8.1. The Universities may require multiple large capital projects for furniture to be provided on a simultaneous basis. Examples of large capital projects undertaken at the Universities during recent times include:

### 8.1.1. NAU:

- 8.1.1.1. Science and Health Building. Total spend: \$1,620,000.
- 8.1.1.2. Student and Academic Services Building. Total spend: \$2,080,000.
- 8.1.1.3. Aquatics and Tennis Center Building. Total spend: \$225,000.

### 8.1.2. ASU:

- 8.1.2.1. Center for Law & Society. Total spend: \$4,952,322.
- 8.1.2.2. College Avenue Commons. Total spend: \$2,094,876.
- 8.1.2.3. Psychology Building renovation. Total spend: \$878,513.
- 8.1.2.4. Centerpoint Enterprise Marketing Hub. Total spend: \$301,060.
- 8.1.2.5. Skysong FF&E Phase 2. Total spend: 340,759.

### 8.1.3. UA:

- 8.1.3.1. Environmental and Natural Resources. Total spend: \$3,669,000
- 8.1.3.2. AHSC Library fourth floor renovation. Total spend: \$1,672,000
- 8.1.3.3. Lowell Stevens. Total spend: \$824,000.
- 8.1.3.4. Old Main. Total spend: \$469,000.
- 8.1.3.5. Sixth Street residence halls. Total spend: \$1,775,000.
- 8.1.3.6. Phoenix campus HESB. Total spend: \$2,761,000.

8.2. Describe in detail the ability to provide product and services for large capital projects on a simultaneous basis to include, but not limited to the following details:

- 8.2.1. Approach taken.
- 8.2.2. Available resources, both current and to ramp up on a large project.
- 8.2.3. Levels of service.
- 8.2.4. Meeting projected timelines, scheduling software to be used.
- 8.2.5. Contingencies.
- 8.2.6. Maintaining optimal performance.

## 9. STANDARDS

9.1. Product Offered under this RFP to meet the following industry standards:

- 9.1.1. American National Standards Institute.
  - 9.1.1.1. ANSI Z97.1 (2009) Safety Performance Specifications and Methods of Test for Safety Glazing Materials Used in Buildings.
  - 9.1.1.2. ANSI/BIFMA e3 Furniture sustainability Standard of a minimum Level 1 or higher.
  - 9.1.1.3. ANSI/BIFMA X5.5-1989 testing for desk products for static and dynamic load applications and life cycle testing.
- 9.1.2. American Society for Testing and Materials (ASTM).
  - 9.1.2.1. ASTM E84 (2012c) Standard Test Method for Surface Burning Characteristics of Building Materials.
- 9.1.3. National Fire Protection Organization.
  - 9.1.3.1. NFPA 101 (2012) Life Safety Code.
  - 9.1.3.2. NFPA 255 (2006) Standard Method of Test of Surface Burning Characteristics of Building Materials.
  - 9.1.3.3. NFPA 265 (2011) Standard Methods of Fire Tests for Evaluating Room Fire Growth Contribution of Textile or Expanded Vinyl Wall Coverings on Full Height Panels and Walls.
- 9.1.4. Underwriters Laboratories (UL).
  - 9.1.4.1. UL 723 (2008) Standard for Test for Surface Burning Characteristics of Building Materials. NESHAP, Title 40, Part 63, Subpart N of Code of Federal Regulations 40 CFR 63.
- 9.1.5. Environmental.
  - 9.1.5.1. In an effort to meet sustainability standards set forth in Executive Order (EO) 13514 dated October 9, 2009, the federal government has set a number of minimum sustainability standards.
    - 9.1.5.1.1. Furniture products to be manufactured using clean technology, including water based adhesives that are Volatile Organic Compound (VOC) free.
    - 9.1.5.1.2. Furniture system to be manufactured with a minimum ten-percent (10%) of recycled material.
    - 9.1.5.1.3. Low-mercury, high-efficiency Light Emitting Diode (LED) lighting to be used with the application.
    - 9.1.5.1.4. Furniture system to be designed to be cleaned with low environmental impact materials.
    - 9.1.5.1.5. All applicable furniture to have been tested and to be GREENGUARD Certified equal, equivalent or better.

9.1.5.1.6. Furniture products Offered to be independently third-party certified as compliant with the ANSI/BIFMA e3 Furniture Sustainability Standard of a minimum Level 1 or higher.

9.1.5.1.7. Offeror to provide all certifications upon Universities' request for each project/task order to Universities' assigned project manager. Items not meeting these requirements to be removed from Contract. Offeror to provide all certifications upon request prior to furniture order being placed with manufacture for Universities' approval.

9.1.6. Standards pursuant to the Universities' requirements are to be approved through the appropriate office or designated entity of each of the Universities to include, but not limited to ADA standards for ingress and egress during construction as well as finished product.

9.1.7. Any type of hot work or work creating significant amount of dust or steam such as welding, abrasion, cutting and soldering requires approval from the appropriate office or designated entity of each of the Universities' for pre-approval.

## 10. PRODUCT SPECIFICATIONS

10.1. Product specifications are intended as general guidelines. Offeror to indicate in response if the specifications will be met.

10.2. Product panel systems:

10.2.1. All surfaces to resist staining and to be easily cleaned.

10.2.2. Systems to be void of sharp edged components.

10.2.3. Core construction to allow panel to be rigid and capable of supporting loaded components. Core construction not to allow for flexing or torquing of panel. Panel system strength to be strong without the use of floor supported products (end panels, lateral files, and etcetera). Counterbalance of system components should not be required.

10.2.4. Acoustical panels to have a minimum of point-eight-zero (.80) NRC sound classification as tested in accordance with ASTM, C-423-90a. A minimum STC of twenty (20) as tested in accordance with ASTM, e-413-87 (1994) to be available within the product line. Tack able acoustical panels to have a minimum of point-six-five (.65) NRC sound classification as tested in accordance with standards listed under this clause.

10.2.5. All panels to have Class A fire rating as tested in accordance with ASTM, E84-96a.

10.2.6. Panel connectors to be re-usable where necessary to connect adjacent panels to form the panel structure. Panel connectors to be made of strong materials. Systems to have simple rigid connections.

10.2.7. All panel edges not joined to another panel to be provided with a finished end cap. Corner fillers to be used at all junctions between panels.

- 10.2.8. All vertical trim to be of metal frame and painted. Vertical side frames to have concealed painted inserts slotted up to one-and-one-half-inch (1-1/2") centers to maximize vertical utilization of components. Panel top to be trimmed with a vinyl, steel, wood or fabric-covered extrusion cap to match the system color scheme.
- 10.2.9. A minimum of two (2) panel supported levelers to be used to provide a rigid panel system. Levelers to support the weight of the system. Levelers to have a minimum vertical adjustment of one-half-inch (1/2").
- 10.2.10. Raceways to be at the top and the bottom of panels. Raceways to be either integral or capable of being integrated into panels. Cabling within raceways to be concealed at all junctions between panels. Raceways to have provisions for distribution of electric wiring to run adjacent to data and telephone cabling. Electric wiring to be mechanically isolated if not shielded or in conduit.
- 10.2.11. Systems to be capable of adding electric and teledata components in the field with minimal panel modification.
- 10.2.12. Minimum electric requirement to be for a four (4) circuit eight (8) wire system. Panels with raceways that are twenty-four-inch (24") or wider, to have a minimum of two (2) receptacles per side and have space available for an additional port for installation of data and telephone receptacles. Electric systems to be one-hundred-twenty volt (120 V), twenty-amp (20A) circuits capable of transitioning through multiple panel intersections. All receptacles, whether simplex or duplex, to support a minimum of fifteen-amp (15A) electrical load.
- 10.2.13. Cord cutouts or grommets to be available on all work surfaces.
- 10.2.14. Power poles to be available and capable of attaching to the top, or to the end of a panel, or to a connecting junction integrated with the panel electrical system.
- 10.2.15. Task lighting to be LED type, UL listed conforming to the National Electric Code.
- 10.2.16. Work surfaces to be either steel or particle board covered with high pressure laminate. Particle board to have backer sheet underside. Minimum thickness to be one-and-one-quarter-inch (1-1/4"). All exposed edges to be finished to match the work surface, or have a vinyl edge band.
- 10.2.17. Work surfaces to be cantilever or floor supported.
- 10.2.18. Storage drawers to include file drawers, box drawers, pencil drawers, pedestals, and flipper door storage cabinets.
- 10.2.19. All storage, with the exception of the pencil drawer, to include security locks.

10.3. Product based on systems panels.

10.3.1. Types:

- 10.3.1.1. Fabric covered acoustical panel.
- 10.3.1.2. Glazed panel.
- 10.3.1.3. Door panel.

- 10.3.1.4. Pass through panel.
- 10.3.1.5. Tack able acoustical panel.
- 10.3.2. Available in six panel heights ranging from thirty-inch (30") to eighty-inch (80"), and at minimum six (6) panel widths ranging from eighteen-inch (18") to sixty-inch (60"). Panels to be a minimum of two-and-one-quarter inch (2-1/4") thick.
- 10.3.3. To be fully interchangeable between various sizes and heights and capable of being arranged in a variety of configurations having two (2), three (3) or four (4) panels radiating from a single source.
- 10.3.4. Provide provisions for attachment to permanent walls.
- 10.3.5. One- inch (1") incremental hanging capability for work surfaces, bins and shelves.
- 10.3.6. Fabric covered panels to be covered on front and back. Fabric to be of a woven texture. Colors to be available in muted tones (preferably grays, beige and etcetera).
- 10.3.7. To be capable of being moved and reinstalled easily without the use of specialized tools.

10.4. Open office and standalone product systems:

- 10.4.1. Adjustable work surfaces to range from twenty-four-and-one-half-inch (24-1/2") to fifty-two-inch (52") in height.
- 10.4.2. Bullnose, sloped edge, three (3) millimeter edge detail.
- 10.4.3. Cable routing management system.
- 10.4.4. Privacy screens and modesty panels.
- 10.4.5. Rectangular and curvilinear work surfaces.
- 10.4.6. High pressure laminate covered particle board or steel core work surfaces.
- 10.4.7. Transaction work surface counter tops.
- 10.4.8. Spanner table work surfaces to connect work stations.
- 10.4.9. Cord cutouts or grommets to be available on all work surfaces.
- 10.4.10. Pedestal storage to include box and file drawers with mobile option.
- 10.4.11. Lateral file storage counterweights.
- 10.4.12. Vertical cabinet storage standalone and over desk storage open or closed (desk mounted).
- 10.4.13. Jetty tables/peninsula tables.
- 10.4.14. Leveling glides required on all support legs with minimum one-half-inch (1/2") adjustment.
- 10.4.15. Column mounted shelves and screens.
- 10.4.16. Multiple screen heights for privacy.
- 10.4.17. Multiple work surface offerings for corner and straight units.
- 10.4.18. Desk unit size to be minimum depth of twenty-four-inch (24") to thirty-inch (30"). Minimum width to be twenty-four-inch (24") to seventy-eight-inch (78").
- 10.4.19. Storage towers.



10.5. High Pressure laminate case goods:

10.5.1. Types:

- 10.5.1.1. Desk.
- 10.5.1.2. Return.
- 10.5.1.3. Credenza.
- 10.5.1.4. Bridge.
- 10.5.1.5. Bullet table.
- 10.5.1.6. Lateral file.
- 10.5.1.7. Bookcase.
- 10.5.1.8. Service module.

10.6. Wood case goods:

10.6.1. Types:

- 10.6.1.1. Desk.
- 10.6.1.2. Return.
- 10.6.1.3. Credenza.
- 10.6.1.4. Bridge.
- 10.6.1.5. Bullet table.
- 10.6.1.6. Lateral file.
- 10.6.1.7. Bookcase.
- 10.6.1.8. Service module.

10.7. Ergonomic and 24/7 use seating:

- 10.7.1. Available with high and mid back.
- 10.7.2. Available in plus and small size frames, or accommodations for fit.
- 10.7.3. Soft and hard wheel casters.
- 10.7.4. Adjustable seat depth.
- 10.7.5. Back adjustment vertically.
- 10.7.6. Arm adjustment horizontally and vertically.
- 10.7.7. Seat back tilt forward and backward.
- 10.7.8. Seat pan tilt forward and backward.
- 10.7.9. Swivel tilt.
- 10.7.10. Pneumatic height adjustment.
- 10.7.11. Soft arm caps.
- 10.7.12. Five arm base with dual wheel casters.

10.8. Side seating:

- 10.8.1. Sled base.
- 10.8.2. Leg base with hard and soft caster option.
- 10.8.3. Upholstered seat and back.
- 10.8.4. Plastic arm caps.

- 10.8.5. Multiple frame colors.
- 10.8.6. Chrome frame available.
- 10.8.7. Standard back height.

10.9. Conference seating:

- 10.9.1. Five arm base with casters.
- 10.9.2. Leg base with caster option.
- 10.9.3. Fixed arms.
- 10.9.4. Arm adjustment horizontally and vertically.
- 10.9.5. Pneumatic height adjustment.
- 10.9.6. Tilt lock.
- 10.9.7. Vinyl arm caps.

10.10. Side chair:

- 10.10.1. Cantilevered sled base.
- 10.10.2. Leg base with hard and soft caster option.
- 10.10.3. Available with and without arms.
- 10.10.4. Soft arm caps.
- 10.10.5. Upholstered back panel.

10.11. Stack chair:

- 10.11.1. Available with sled base and four (4) legs.
- 10.11.2. Stainless steel glide option.
- 10.11.3. Available with and without arms.
- 10.11.4. Available in polypropylene and upholstery.
- 10.11.5. Stacking capability.
- 10.11.6. Ganging capability.
- 10.11.7. Tablet arm option.

10.12. High performance task chair:

- 10.12.1. Adjustable seat angle.
- 10.12.2. Adjustable back angle.
- 10.12.3. Adjustable seat depth.
- 10.12.4. Adjustable back height.
- 10.12.5. Pneumatic height adjustment.
- 10.12.6. Swivel tilt.
- 10.12.7. Height and width adjustable arms.
- 10.12.8. Soft arm caps.
- 10.12.9. Fully upholstered back panel.
- 10.12.10. Available with high and mid back.
- 10.12.11. Available in plus and small size frames.
- 10.12.12. Five arm base with dual wheel casters.

10.12.13. Soft and hard wheel casters.

10.13. Lateral file:

10.13.1. Steel construction.

10.13.2. Available front to back or side to side drawer configuration.

10.13.3. Locking.

10.13.4. Available in multiple widths of thirty-inch (30"), thirty-six-inch (36") and forty-two-inch (42").

10.13.5. Available in multiple heights of twenty-six-inch (26") to sixty-five-inch (65") minimum.

10.13.6. Leveling glides.

10.13.7. High pressure laminate top option.

10.13.8. Safety interlock to open one (1) drawer at a time.

10.13.9. Counter weights.

10.14. Bookcase:

10.14.1. Steel construction.

10.14.2. Multiple widths of twenty-four-inch (24"), thirty-six-inch (36") and forty-two-inch (42").

10.14.3. Multiple heights of twenty-six-inch (26") to sixty-five-inch (65") minimum.

10.14.4. Adjustable shelves.

10.14.5. High pressure laminate top option.

10.15. Storage cabinets:

10.15.1. Steel construction.

10.15.2. Adjustable shelves.

10.15.3. Locking.

10.15.4. Multiple heights of twenty-six-inch (26") to sixty-five-inch (65") minimum.

10.15.5. Multiple widths.

10.15.6. Minimum eighteen-inch (18") depth.

10.16. Conference table:

10.16.1. Round top diameters thirty-inch (30") to sixty-inch (60") minimum.

10.16.2. Square top dimensions thirty-inch (30") by thirty-inch (30") to forty-eight-inch (48") by forty-eight-inch (48") minimum.

10.16.3. Rectangular top dimensions twenty-four-inch (24") by forty-eight-inch (48") to thirty-inch (30") by seventy-two-inch (72") minimum.

10.16.4. High pressure laminate top.

10.16.5. Leveling glides.

10.16.6. Chrome base option.

10.16.7. Caster option for smaller tables.

10.17. Classroom table:

- 10.17.1. Meet or exceed the requirements of ANSI/BIFMA X5.5-1989 testing for desk products for static and dynamic load applications and life cycle testing.
- 10.17.2. Rectangular, trapezoid, half-round and quarter-round shapes.
- 10.17.3. Minimum top depth of eighteen-inch (18").
- 10.17.4. Tops to be one-and-one-quarter-inch (1-1/4") thick.
- 10.17.5. Tops to have a primary surface minimum of point-zero-four-zero-inch (.040") high-pressure plastic laminate securely bonded. Laminate to be applied over one-and-one-eighth-inch (1-1/8") forty-five number (45#) to fifty number (50#) medium density particleboard.
- 10.17.6. Tops to have vinyl t-molding with a minimum of five-sixteenth-inch (5/16") thickness.
- 10.17.7. Molding to be trimmed flush on the top and bottom of the table.
- 10.17.8. "X", "T" and "TT" base to be constructed of minimum one-and-three-quarter-inch (1-3/4") thirteen (13) gauge steel, or two-inch (2") fourteen (14) gauge steel.
- 10.17.9. Bases to be one piece invisible welded construction.
- 10.17.10. Bases to have adjustable glides with a minimum adjustment of seven-eighths-inch (7/8").
- 10.17.11. Bases and/or legs to be attached securely to top and weighted to prevent tipping.
- 10.17.12. Bases to have factory applied epoxy, baked enamel or integral finish capable of resisting scuffs from heavy wear based on color retention and durability.
- 10.17.13. Tables with chrome base finish to comply with minimum Chrome NESHAP, Title 40, Part 63, Subpart N of Code of Federal Regulations 40 CFR 63 standards for application of chrome buffing.
- 10.17.14. Grommets to have a permanent ring attached to the top if cover is removed.
- 10.17.15. Grommets to be a minimum of two-inch (2") diameter.
- 10.17.16. Modesty panel, if required, to extend nine-inch (9") to twelve-inch (12") below the work surface, running the full length of the top.
- 10.17.17. Modesty panel to be rigid and durable enough to withstand abuse.
- 10.17.18. Modesty panel to be attached near the outer edge of the front of the table top to allow adequate legroom.
- 10.17.19. ADA wheel chair access minimum thirty-two-inch (32") height beneath table
- 10.17.20. Modesty panel to have a vinyl t-molding and be compatible in appearance with the table top.
- 10.17.21. Shielded path to be provided between data and electric from floor to desktop port.
- 10.17.22. Data and electric port to have a minimum of two (2) electrical outlets and two (2) data ports.

10.17.23. Available with manual and/or pneumatic and electric height adjustable options.

10.18. Moderate computer support table:

- 10.18.1. Segregated raceways for power and communications.
- 10.18.2. Hinged door to power raceway.
- 10.18.3. Power feed available through any leg.
- 10.18.4. Table leveling.
- 10.18.5. Wheel chair access minimum thirty-two-inch (32") height.
- 10.18.6. Multiple height dividers and privacy screens.
- 10.18.7. Power-up access port for power and data at the work surface.
- 10.18.8. Meet or exceed the requirements of ANSI/BIFMA X5.5-1989 testing for desk.
- 10.18.9. Static and dynamic load applications and life cycle testing.
- 10.18.10. Rectangular, trapezoid, half-round and quarter-round shapes.
- 10.18.11. Minimum top depth of eighteen-inch (18").
- 10.18.12. Tops to be one-and-one-quarter-inch (1-1/4") thick.
- 10.18.13. Tops to have a primary surface minimum of point-zero-four-zero-inch (.040") high-pressure plastic laminate securely bonded. Laminate to be applied over one-and-one-half-inch (1-1/2") forty-five number (45#) to fifty number (50#) medium density particleboard.
- 10.18.14. Underside of top to be point-zero-two-zero-inch (.020") to point-zero-five-zero-inch (.050") thick phenolic backing sheet.
- 10.18.15. Tops to have vinyl t-molding with a minimum of five-sixteenth-inch (5/16") thickness.
- 10.18.16. Molding to be trimmed flush on the top and bottom of the table.
- 10.18.17. "X", "T" and "TT" base to be constructed of minimum one-and-three-quarter-inch (1-3/4") thirteen (13) gauge steel, or two-inch (2") fourteen (14) gauge steel.
- 10.18.18. Bases to be one piece invisible welded construction.
- 10.18.19. Bases to have adjustable glides with a minimum adjustment of seven-eighths-inch (7/8").
- 10.18.20. Bases and/or legs to be attached securely to top and weighted to prevent tipping.
- 10.18.21. Bases to have factory applied epoxy, baked enamel or integral finish capable of resisting scuffs from heavy wear based on color retention and durability.
- 10.18.22. Tables with chrome base finish to comply with minimum NESHAP, Title 40, Part 63, Subpart N of Code of Federal Regulations 40 CFR 63 standards for application of chrome buffing.
- 10.18.23. Grommets to have a permanent ring attached to the top if cover is removed.
- 10.18.24. Grommets to be a minimum of two-inch (2") diameter.
- 10.18.25. Modesty panel, if required, to extend nine-inch (9") to twelve-inch (12") below the work surface, running the full length of the top.
- 10.18.26. Modesty panel to be rigid and durable enough to withstand abuse.

- 10.18.27. Modesty panel to be attached near the outer edge of the front of the table top to allow adequate legroom.
- 10.18.28. Modesty panel to have a vinyl t-molding and be compatible in appearance with the table top.
- 10.18.29. Shielded path to be provided between data and electric from floor to desktop port.
- 10.18.30. Data and electric port to have a minimum of two (2) electrical outlets and two (2) data ports.
- 10.18.31. Available with manual and/or pneumatic and electric height adjustable options.

10.19. Ancillary products to include, but are not limited to:

- 10.19.1. Scientific and lab furniture.
- 10.19.2. Case goods.
- 10.19.3. Outdoor furniture.
- 10.19.4. Specialty trash and waste receptacles.
- 10.19.5. Lounge seating.
- 10.19.6. Lecterns.
- 10.19.7. Instructor tables.
- 10.19.8. Display cases, bulletin and white boards.

10.20. ERGONOMIC ANCILLARY PRODUCTS

- 10.20.1. LED desk lamps with activity sensors.
- 10.20.2. Articulating keyboard trays
- 10.20.3. Foot rests.
- 10.20.4. Height adjustable work surfaces (sit to stand capability).
- 10.20.5. Articulating monitor arms.
- 10.20.6. Sit to stand support equipment that is added to an existing work surface, causing no damage to existing surfaces.

- 10.20.6.1. Describe the ability to provide ergonomic assessments when required by the Universities.

11. DEMOUNTABLE WALL SYSTEM

- 11.1. Describe in detail ability to provide demountable wall systems that would be used in place of drywall construction to provide a floor to ceiling enclosure with the capabilities listed below.

- 11.1.1. Systems to provide solid, glass, fabric or wallcovering on walls.
- 11.1.2. Except for glass, different finishes may be used on different sides of the walls.
- 11.1.3. Capability to run power and data in the wall system including light switches, data and electrical outlets. All to meet UL requirements.
- 11.1.4. Door opening options for swing, sliding or rolling (barn door) doors.

11.1.5. Walls to allow for items hung on the walls without damage.

## 12. SURPLUS

12.1. Describe in detail ability to purchase surplus product from the Universities.

## 13. RECONFIGURATION

13.1. Describe in detail ability to reconfigure existing product and provide new as needed to match existing.

13.1.1. Provide a detailed inventory of product sizes and finishes, and digital copies of past orders for up to ten (10) years after completion of project.

## 14. MANUFACTURER GUARANTEE/WARRANTY FOR NEW AND USED PRODUCT

14.1. Offers to include a statement from each Manufacturer from which product is being Offered stating:

14.1.1. The Manufacturer will stand behind the Offeror if awarded a Contract as a result of this RFP.

14.1.2. In the event Offeror is unable to meet the requirements of a resulting Contract, for any reason, the Manufacturer ensures continuity of service by whatever method necessary and acceptable to the Universities.

14.1.3. For new product; the basic panels and related components in workstations Offered to be compatible and available for a minimum of ten (10) years from date of award of this RFP.

14.1.4. For new products; Service performed and materials furnished, excluding fabrics, shall be guaranteed against defects in materials and workmanship for ten (10) years from date of purchase, or for the length of Manufacturers' warranty if longer than ten (10) years. Fabrics will be guaranteed for two (2) years from defects (does not include soiling unless all attempts by manufacturer's cleaning recommendations have been exhausted). Offeror shall replace, repair or otherwise correct defects at no cost upon notice by the Universities. Include specifics in each warranty on whether labor to complete a warranty issue is included or will be charged to the Universities.

14.1.5. For new products; products to be non-obsolescent for fifteen (15) years. Product to be stamped or labeled with manufacturing date.

## 15. FUTURE INVENTORY

15.1. Inventory of commonly sold products such as task chairs to be stocked for prompt delivery at no additional charge to the Universities. The Universities will assist in determining what inventory is to be stocked.

15.2. Provide location(s) of nearest facility or facilities where product inventory is to be stocked in relation to the Universities' three (3) main campus locations in

Flagstaff, Tempe and Tucson Arizona.

## 16. QUOTES/DESIGN/ORDERING

- 16.1. Quotes to be provided at no charge upon the Universities' request.
  - 16.1.1. Quotes for under fifty-thousand-dollars (\$50,000) to be provided within no more than one (1) calendar week.
  - 16.1.2. Describe in detail typical timelines for providing quotes for small projects under fifty-thousand-dollars (\$50,000), and a typical timeline for providing quotes for large projects over fifty-thousand-dollars (\$50,000).
  - 16.1.3. Quotes to include projected timelines for delivery and installation.
  - 16.1.4. Quotes to be approved by the Universities prior to initiation of production or shipment of product.
  - 16.1.5. Offeror shall modify, based on the Universities requirements, its documents to ensure that no additional terms and conditions are incorporated into a resulting Contract.
- 16.2. Orders totaling over five-thousand-dollars (\$5,000) may require issuance of a signed Universities' purchase order prior to initiation of production or shipment of product.
- 16.3. Offeror fully responsible for proper measurement of all applicable dimensions.
- 16.4. Provide design services for, but not limited to:
  - 16.4.1. Coordination with the Universities' users.
  - 16.4.2. Selection of furniture finishes and materials to coordinate with existing building finishes and furniture
  - 16.4.3. Research and presentations of options for large projects
  - 16.4.4. Furniture drawings to depict concept and layout. Floor plans and 3D drawings may be required. Revision drawings to incorporate Universities' review comments.
  - 16.4.5. Coded typical and product numbers on both drawings and quotes for Universities' reviews.
  - 16.4.6. Installation drawings for installation work team to complete assembly and installation of products.
  - 16.4.7. Design is not to be included on individual chair and storage unit orders (orders that do not have desks or systems furniture).
- 16.5. Designers to be knowledgeable about represented products, systems and price points with a familiarity of institutional environment, requirements and projects.
- 16.6. Designers to be knowledgeable regarding ADA, building and life safety codes to create layouts that conform to requirements.
- 16.7. Provide at minimum two (2) hours no charge design services on individual projects for product and material to be completed at the end user's location using available technology.
- 16.8. The Universities shall have the option to determine whether design services will be performed under a resulting Contract, by an independent third party design



firm, or in-house. If design services are performed by an independent third party design consultant contracted by the Universities or in-house, Offeror will work with and coordinate as directed by the Universities.

## 17. DELIVERY/INSTALLATION/TRAINING

- 17.1. Confirmation of delivery dates to be provided within no more than one (1) calendar week prior to delivery.
- 17.2. Notification of delivery to be provided within no more than forty-eight (48) hours of delivery.
- 17.3. Supervisory oversight to be provided during the performance of installation services by lead installer or project manager.
- 17.4. Provide delivery service to project installation area, or alternate area as directed by the Universities.
- 17.5. The Universities are not responsible for Offeror warehousing or storage costs due to delays in shipping and delivery schedules.
- 17.6. Provide materials, tools, supplies, transport vehicles and all other items necessary for complete delivery and installation services. Universities not to be responsible for missing tools or supplies.
- 17.7. Installation services to conform to all Manufacturer specifications and procedures. Installation to be completed to maintain the Manufacturer's warranty.
- 17.8. Offeror responsible for the accuracy of installation services to include, but not limited to:
  - 17.8.1. Alignment.
  - 17.8.2. Leveling.
  - 17.8.3. Adjustment.
  - 17.8.4. Assembly.
  - 17.8.5. Inspection.
  - 17.8.6. Testing.
  - 17.8.7. Structural stability.
- 17.9. All debris resulting from packaging, delivery and installation to be removed by Offeror. Exceptions may be granted by Universities with proper justification.
  - 17.9.1. Debris not to be disposed of on the Universities' owned or leased property. Costs to remove debris disposed of on Universities' property to be the responsibility of Offeror. Offeror to dispose of packaging at appropriate recycling facility.
- 17.10. Installed components to be fully cleaned once installation services are completed. Offeror to vacuum area of installation, leaving the work area ready for final punch and move in.
- 17.11. Universities' property disturbed during installation services to be restored to its former state once installation services are completed.

- 17.12. Offeror to receive final written acceptance from the Universities prior to completion of delivery and installation services.
  - 17.12.1. Offeror to adjust, modify or repair any deficiencies noted by the Universities at no cost to the Universities prior to final acceptance.
- 17.13. Provide training services within five (5) days of Universities' staff move in, at no cost to end users. Training to include, but not limited to the following:
  - 17.13.1. Product features.
  - 17.13.2. Applications.
  - 17.13.3. Adjustments.
  - 17.13.4. Maintenance.
    - 17.13.4.1. Provide applicable Manufacturer instructions and/or manuals to end-users.
- 17.14. Protection, awareness and safety precautions to be fully maintained during the performance of delivery and installation services.
- 17.15. Offeror is responsible for any and all costs for damages to the Universities' property incurred by Offeror during performance of delivery and installation services.
- 17.16. The Universities reserve the right to perform installation services.

## 18. MAINTENANCE

- 18.1. Provide complete maintenance services for all products sold.
- 18.2. Describe in detail Offeror service personnel training requirements, and Offeror parts inventories kept on hand by service personnel.
- 18.3. Provide location(s) of nearest service facility or facilities in relation to the Universities' three (3) main campus locations in Flagstaff, Tempe and Tucson Arizona.
- 18.4. Provide projected service response times from time of service call placement to time of on-site arrival of service personnel to the Universities' three (3) main campus locations in Flagstaff, Tempe and Tucson Arizona.
- 18.5. Describe in detail how the Universities' off campus sites located across the State of Arizona are to be serviced on a timely basis.
  - 18.5.1. NAU specific: Extended Campuses.
  - 18.5.2. ASU specific: <https://campus.asu.edu/>.
  - 18.5.3. UA specific: <http://oc.arizona.edu/ua-branch-campus-learning-centers>.
- 18.6. Offeror is responsible for any and all costs for damages to the Universities' property incurred by Offeror during performance of maintenance services.

## 19. OPERATION

- 19.1. Provide Offeror's standard working hours.
- 19.2. Indicate if a local showroom of common products located in the three Universities metropolitan areas will be provided.

## 20. CANCELATIONS/RETURNS

- 20.1. Shipments of materials conflicting with accepted Offeror quotes are subject to return at no cost by the Universities.
- 20.2. Describe in detail cancelation and/or return policies.

## 21. PRODUCT DISCONTINUANCE

- 21.1. Substitution of discontinued product by the Manufacturer shall be approved in advance by the Universities. Offeror to provide the following for substituted products:
  - 21.1.1. A formal announcement from the Manufacturer that the product or material has been discontinued.
  - 21.1.2. Manufacturer specifications of the substituted product.
- 21.2. Substitution products to be compatible with all functions of the discontinued products.
- 21.3. Pricing for substitution products to be equivalent or less than the discontinued products.

## 22. MARKETING

Marketing of products and services in any manner to the Universities shall not occur without the Universities' prior written consent.

## 23. REPORTING

- 23.1. Provide an annual usage report to the Universities by Fiscal Year to include, but not limited the following data:
  - 23.1.1. Procurement spend breakdown by NAU, ASU and UA.
  - 23.1.2. Manufacturer spend breakdown by NAU, ASU and UA.
  - 23.1.3. Project breakdown by NAU, ASU and UA.

## 24. ADDITIONAL AGREEMENTS

Refer to Section C.15.

## 25. QUALITY ASSURANCE

Provide a quality assurance plan that details the methods by which the Offeror guarantees performance.

## 26. SUSTAINABILITY

- 26.1. Sustainability is an important goal for the Universities. There are two (2) different questionnaires posted, refer to Sections N and O. Section N is to be completed for large firms, while Section O is to be completed for small firms. A firm is considered to be large when there are more than one-hundred (100) fulltime employees, or over four-million-dollars (\$4,000,000) in annual revenue generated. Questionnaires in Sections N and O to be completed for the Offeror and each Manufacturer.
- 26.2. Describe in detail sustainability practices and efforts to include, but not limited to how product provided contributes to a LEED point system for new product placed and installed in both remodeled and existing buildings.
  - 26.2.1. The largest amount of LEED points will come from the layout of the furniture and the use of lower panel heights that allow daylighting to move into the core of the space and provide views to the outside.
- 26.3. Packaging removed by Offeror to be either reused or recycled.
- 26.4. In order to reduce the adverse environmental impact of purchasing decisions, the Universities are committed to buying goods and services from manufacturers and suppliers who share the Universities' environmental concern and commitment.
- 26.5. Offeror to use environmentally preferable products, materials and companies where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products and companies that serve the same purpose.
- 26.6. If Offeror is citing environmentally preferred product claims, Offeror must provide proper certification or detailed information on environmental benefits, durability and recyclable properties.
- 26.7. The Universities and the Offeror may negotiate during the Contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the University's performance needs.
- 26.8. Unless otherwise specified, Offerors should use recycled paper and double-sided copying for the production of all printed and photocopied documents. Furthermore, the documents to be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.
- 26.9. Offeror to minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:
  - 26.9.1. Made from 100% post-consumer recycled materials
  - 26.9.2. Be recyclable

- 26.9.3. Reusable
- 26.9.4. Non-toxic
- 26.9.5. Biodegradable

## 27. ADDITIONAL SERVICES

Offeror may provide, on a separate page, referencing this Section E.27., additional goods and/or services including associated costs that are not addressed herein. The Universities shall determine, in their sole discretion, which additional goods/service options are the most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit dependent on the needs of the Universities.

## SECTION F TERMS AND CONDITIONS

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Offeror may submit requests for changes or additions to the Universities' terms and conditions set forth in this Section F. Any such changes must be submitted with the Offer as required in Section D.5, or the Offeror will have waived the right to object or add to the Universities' terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement or any other agreement, but rather as additional terms that do not conflict with the Universities' terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to Universities' terms and conditions may, if the Universities' at their sole discretion determine not to accept the alternate terms and conditions, be rejected as non-responsive.

- 1. Remedies and Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona. The Universities and Offeror shall have all remedies afforded by said law.
- 2. Public Records.** The parties acknowledge that the Universities are public entities subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by the Universities requesting records described as confidential, which the Universities determine must be disclosed, the Universities shall notify the other parties prior to disclosure.
- 3. Interpretation-Parol Evidence.** This writing shall be intended by the parties as a final expression of their Contract and shall be intended also as a complete and exclusive statement of the terms of their Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.
- 4. Dispute Resolution.** Except as otherwise provided herein, all Contract claims and controversies arising under this Contract shall be resolved pursuant to Arizona Board of Regents procurement procedures, Section 3-809, in particular Section 3-809C.
- 5. Equal Opportunity Clause.** Offeror and any subcontractor(s) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that Offeror and any subcontractor(s) take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 6. Non-Discrimination.** During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, color,

sex, religion, or national origin, or because he or she has a disability, or because he or she is a qualified protected veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government Contractors, to the extent applicable to this Contract. If applicable, the Offeror and Universities will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

7. **Family Education Rights and Privacy Act.** To the extent Offeror will have access to student educational records, this paragraph will apply. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. Offeror will comply with the Family Education Rights and Privacy Act and will not access or make any disclosures of the Universities' student educational records to third parties without prior notice to and consent from the Universities, or as otherwise provided by law.
8. **Health Insurance Portability and Accountability Act.** Offeror shall abide by all laws and regulations that protect the privacy of healthcare information to which Offeror obtains access under this Contract. Offeror and the Universities acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to Offeror and the Universities, and their relationships and operation under this Contract. If necessary, Offeror and the Universities will enter into a standard Business Associate Agreement, and any other required Health Insurance Portability Accountability Act agreements. To the extent the terms thereof relate to Offeror's performance under this Contract, the provisions of such Business Associate Agreement shall control.
9. **Americans with Disabilities Act and Rehabilitation Act.** Offeror will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

All electronic and information technology and products and services to be used by the Universities faculty/staff, students, program participants, or other Universities' constituencies must be compliant with the Americans with Disabilities Act as amended and the Rehabilitation Act. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially

equivalent ease of use.

**9.1. Electronic and Information Technology.** Any acquisition considered electronic and information technology "EIT" as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and requires the submission of a completed Voluntary Product Accessibility Template "VPAT" so that the Universities may ascertain conformance. Offers without a completed VPAT may be disqualified from competition.

9.1.1. EIT is information technology "IT" and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to:

- 9.1.1.1. telecommunication products, such as telephones;
- 9.1.1.2. information kiosks and transaction machines;
- 9.1.1.3. World Wide Web sites;
- 9.1.1.4. software;
- 9.1.1.5. multimedia (including videotapes); and
- 9.1.1.6. office equipment, such as copiers and fax machines.

9.1.2. The Universities reserve the right to perform real-world testing of a product or service to validate Offeror's claims regarding Section 508 conformance. To facilitate testing Offeror will, upon request, provide the Universities with access to the product being considered for purchase for a period of at least thirty (30) calendar days.

**9.2. Services and Products.** An accessible service or product is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

9.2.1. Services provided include, but are not limited to:

- 9.2.1.1. education and training;
- 9.2.1.2. vehicle rentals for delivery of product
- 9.2.1.3. event space and lodging;
- 9.2.1.4. parking and transportation.

9.2.2. Products include, but are not limited to:

- 9.2.2.1. instructional materials;
- 9.2.2.2. office equipment;
- 9.2.2.3. office and classroom product
- 9.2.2.4. kiosks.

**10. Indemnification.** Offeror shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, Universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against



any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Offeror or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Offeror to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Offeror from and against any and all claims. It is agreed that Offeror shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Offeror agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from services performed by the Offeror for the State of Arizona.

- 11. Labor Disputes.** Offeror shall give prompt notice to the Universities of any actual or potential labor dispute which delays or may delay performance of this Contract.
- 12. Force Majeure.** The parties shall not be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
- 13. No Waiver.** No waiver by the Universities of any breach of the provisions of this Contract by the Offeror shall in any way be construed to be a waiver of any future breach or bar the Universities' right to insist on strict performance of the provisions of the Contract.
- 14. Modifications.** This Contract shall be modified or rescinded only by a writing signed by all parties or their duly authorized agents.
- 15. Assignment-Delegation.** No right or interest in this Contract shall be assigned or delegation of any obligation made by Offeror without the written permission of the Universities. Any attempted assignment or delegation by Offeror shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 16. Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Offeror hereby assigns to the Arizona Board of Regents any and all claims for such overcharges.
- 17. Cancellation for Lack of Funding.** This Contract may be canceled without any further obligation on the part of the Arizona Board of Regents and the Universities in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Offeror shall be notified in writing of such non-appropriation at the earliest

opportunity.

- 18. Cancellation of State Contract.** In accordance with A.R.S. §38-511, this Contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Universities shall, at anytime while the Contract or any extension of the Contract shall be in effect, be an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
- 19. Cancellation for Conflict of Interest.** The parties agree that this Contract may be canceled for conflict of interest in accordance with A.R.S. §38-511.
- 20. Termination.** The Universities may by written notice, stating the extent and effective date, terminate this Contract for convenience in whole or in part, at any time. The Universities shall pay the Offeror as full compensation for performance until such termination: (1) the unit or pro rata Contract price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Offeror as approved by the Universities, with respect to the undelivered or unacceptable portion of this Contract, provided compensation hereunder shall in no event exceed the total Contract price.
- 21. Termination for Default.** In the event that the Offeror shall fail to maintain or keep in force any of the terms and conditions of this Contract, the Universities may notify the Offeror in writing of such failure and demand that the same be remedied within ten (10) days. Should the Offeror fail to remedy the same within said period, the Universities shall then have the right to terminate this Contract.
- 22. Insolvency.** The Universities shall have the right to terminate this Contract at any time in the event the Offeror files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the Offeror and not discharged within thirty (30) days; or if the Offeror becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the Offeror or its business.
- 23. Anti-Kickback.** In compliance with FAR 52.203-7, the Universities have in place and follow procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in their operation and direct business relationships.
- 24. Gratuities.** The Universities may, by written notice to the Offeror, cancel this Contract if it is found by the Universities that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror, or any agent or representative of the Offeror, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the Universities pursuant to this provision, the Universities shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Offeror in providing such gratuities.

**25. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Offerors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**26. Inspection and Audit.** All books, accounts, reports, files, and other records relating to this Contract shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, the Universities, or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Contract. Such records shall be produced at NAU, ASU, or the UA or such other location as designated by NAU, upon reasonable notice to the Contracting party.

**27. Insurance Requirements.** Offeror may be requested to provide the Universities with a Certificate of Insurance prior to the commencement of services/contract. Offeror and subcontractors, without limiting any liabilities or any other obligations, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Offeror, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Offeror from liabilities that might arise out of the performance of the work under this Contract by the Offeror, its agents, representatives, employees or subcontractors, and Offeror is free to purchase additional insurance.

The Universities reserve the right to request and receive certified copies of any or all of the following listed policies and/or endorsements within ten (10) calendar days of Contract signature. Neither Offeror's failure to provide, nor Universities' failure to obtain proof of compliance shall act as a waiver of any term of this Contract.

The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the State of Arizona, or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and rated at least an A-, VII (7) in the current A.M. BEST RATINGS. The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect the Offeror from potential insurer insolvency. Coverage provided by the Offeror shall not be limited to the liability assumed under the indemnification provisions of this Contract. The Certificate shall include the following minimum insurance coverages:

**Commercial General Liability** of \$1,000,000 minimum combined single limit

(SCL) each occurrence and \$2,000,000 general aggregate, to include the following: Policy shall include bodily injury, property damage and personal injury.

General Aggregate	\$2,000,000
ASU specific, General Aggregate Downtown Campus	\$5,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to rented premises	\$ 50,000
Each Occurrence	\$1,000,000

**Commercial Automobile Liability** of \$1,000,000 minimum combined single limit (CSL) each occurrence, to include either "ANY AUTO" or "SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS".

**Workers' Compensation** coverage for all employees which meets Arizona statutory benefits; including Employers Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 each employee/disease, \$1,000,000 policy limit/disease. Additional insured is not required.

**If designated as a Sole Proprietor** with no employees, the State of Arizona (ARS §23-901, ARS §23-961A) requires submittal of a written Sole Proprietor Waiver.

**Certificate Holder:** The Arizona Board of Regents, the State of Arizona, Northern Arizona University, Arizona State University and the University of Arizona shall be named as the certificate holder.

**Additional Insured:** The certificate shall name Northern Arizona University, Arizona State University, the University of Arizona, The Arizona Board of Regents, and The State of Arizona as additional insured on General and Automobile Liability.

**ASU specific, Additional Insured Downtown Campus:** The policy shall be endorsed to include the following additional insured language: "The City of Phoenix, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor" on General and Automobile Liability.

On insurance policies where the City of Phoenix, the State of Arizona, the Arizona Board of Regents, and Arizona State University are named as an additional insured, they shall each be an additional insured to the full limits of liability required by this Contract.

**Primary Coverage:** The following statement shall be included - "the coverage afforded under this certificate shall be primary insurance with respect to all other available sources, except Workers Compensation insurance. Any self-insurance or other insurance carried by the State of Arizona, the Arizona Board of Regents, Northern Arizona University, Arizona State University, the University of Arizona, their officers, or employees, if any, shall be excess and not contributory to the insurance provided by the

named insured.

**Waiver of Subrogation:** Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, Universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. The waiver of subrogation applies to Commercial General Liability, Commercial Auto Liability, and Workers' Compensation.

**ASU specific, Waiver of Subrogation Downtown Campus:** Policy shall contain a waiver of subrogation against the City of Phoenix, the State of Arizona, its departments, agencies, boards, commissions, Universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

**Cancelation Notice:** With the exception of ten (10) day notice of cancelation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies described herein shall require thirty (30) days written notice to the Universities.

**In Effect:** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

**Description** of activity/property/contract at the Universities.

**ASU specific:** Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**ASU specific Verification of Coverage:** Contractor shall furnish ASU and City with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by ASU and City before work commences.

All certificates required by this Contract shall be sent directly to ASU at Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287 and to City at City of Phoenix Downtown Development Office, 200 West Washington Street, 20<sup>th</sup> Floor, Phoenix, Arizona 85003-1611. Project/contract number and project description shall be noted on the certificate of insurance. ASU and City reserve the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**ASU specific, Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by ASU or the City's Law Department, whose decision

shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

- 28. Package Goods.** Offeror shall package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Offeror's name and address; (b) Universities' name, address and purchase order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) The number of the container bearing the packing slip. Offeror shall bear cost of packaging unless otherwise provided.
- 29. Shipment Under Reservation Prohibited.** Offeror shall not be authorized to ship the goods under reservation and no tender of a bill of lading shall operate as a tender of the goods.
- 30. Liens.** All goods delivered and labor performed under this Contract shall be free of all liens and, if the Universities request, a formal release of all liens shall be delivered to the Universities.
- 31. No Replacement of Defective Tender.** Every tender of goods shall fully comply with all provisions of this Contract as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Offeror shall not have the right to substitute a conforming tender.
- 32. Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to the Universities until the Universities actually receive the goods at the point(s) of delivery. Prices shall be F.O.B. Destination. Offeror shall retain title and control of all goods until they are delivered, received and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Offeror. The Offeror shall file all claims for visible and concealed damage. The Universities shall notify the Offeror promptly of any damaged goods and shall assist the Offeror in arranging for inspection. Notice of rejection may be made to the Offeror at any time within one month after delivery has been made. When supported by a written statement from the Universities, the Offeror shall not dispute its claims of damage.
- 33. Right of Inspection.** The Universities shall have the right to inspect the goods at delivery before accepting them.
- 34. Warranties.** In addition to any implied warranties, Offeror warrants that the goods furnished shall conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples furnished by the Offeror, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
- 35. Sales and Use Tax.** The Offeror shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Offeror further agrees to indemnify and save harmless the Universities, of and from any and all claims and demands made against it by virtue of the failure of the Offeror or any subcontractor to

comply with the provisions of any or all said laws in amendments. The Universities are not exempt from state sales excise tax and compensation use tax.

- 36. Furnish and Install.** The items in this Contract shall be provided on an Offeror furnish and install basis. Offeror shall have complete responsibility for the items or products until they are in place and working. Any special installation preparation and requirements shall be submitted to the Universities. All transportation and coordination arrangements shall be the responsibility of the Offeror. Delivery of products shall be coordinated so that products shall be delivered direct to the installation site. This shall minimize the risk of loss and/or damage and shall avoid double handling costs.
- 37. Changes.** Within the limits allowed by law, Offeror agrees that the Universities may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum being adjusted accordingly, and Offeror shall enter into a modification of the Contract to reflect said changes.
- 38. Installment Payment Contract.** The Universities are precluded from entering into an installment Contract unless such Contract can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the Universities. If funds shall not be allocated for this Contract for periodic payment in any future annual fiscal period, following the Universities' formal request for funds, the Universities shall not be obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The Universities agree to notify the Offeror of such non-allocation at the earliest possible time. No penalty shall accrue to the Universities in the event this provision shall be exercised. This provision shall not be construed so as to permit the Universities to terminate this Contract in order to acquire similar goods and/or services from another party.
- 39. Price Adjustment.** Price changes shall only be considered at the end of one Contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Offeror. The Universities shall not approve price increases that shall merely increase the gross profitability of the Offeror at the expense of the Universities. Price change requests shall be a factor in the Contract extension review process. The Universities shall determine whether the requested price increase or an alternate option shall be in the best interest of the Universities.
- 40. Fixed Escalation Clause.** Offeror shall certify a fixed maximum percentage of escalation of costs of goods and/or services for a period of five (5) years following expiration of warranty. Cost shall not exceed five (5) % per year or Consumer Price Index (CPI), whichever is less.
- 41. Liquidated Damages.** Project specific liquidated damages may be outlined and included at the Universities' sole discretion. The criteria for liquidated damages are to be determined on a project specific basis when deemed appropriate by the Universities. Liquidated damages shall not be intended to punish the Offeror for delay, but rather to compensate the Universities for losses incurred. They may be a percentage, or an actual

amount based upon potential damages.

- 42. Invoices.** Invoices covering each delivery shall be mailed to the applicable Universities' Accounts Payable department. All invoices shall reference the purchase order number and the Contract information of the Universities Procurement office related to the project will provided.
- 43. Payment.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The Universities' obligation shall be payable only and solely from funds appropriated for the purpose of the Contract.
- 44. Debarment and Suspension.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <https://www.sam.gov/index.html/#1>.
- 45. Personnel.** Employees of the Offeror assigned to the project and identified by name in the Contract shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the Universities.
- 46. Independent Contractor.** It shall be understood that Offeror shall operate as an Independent Contractor, not as an employee or agent of the Universities.
- 47. Service Marks and Trademarks**  
For purposes of this provision, the phrase "Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by the Universities. Offeror agrees to comply with the Universities' trademark licensing programs concerning any use or proposed use by Offeror of any of Mark on goods, in relation to services, and in connection with advertisements or promotion of Offeror or its business. Except as expressly authorized in this Agreement, Offeror is not permitted to use any Mark without prior written approval of the Universities. Prior to any use of a Mark by Offeror or its affiliates or successors or assigns, Offeror will comply with Universities' Licensing Policy.
- 48. Advertising/Publishing.** Offeror shall not advertise or publish, without the Universities' prior consent, the fact that the Universities have entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statues.



**49. Legal Workers.** Pursuant to ARS §41-4401 the Universities are prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with ARS § 23-214-A. Offeror warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

Offeror acknowledges that a breach of this warranty by Offeror or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the Universities. The Universities retain the right to inspect the records of any Offeror, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Offeror and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Offeror and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The portion of this provision dealing with the Offeror's warranty is not applicable where the Offeror is a governmental entity nor is the Offeror required to pass this provision through to subcontractors and sub-subcontractors who are governmental entities.

**50. Data Ownership.** Universities will own, or retain all of rights in, all data and information that Universities provide to Offeror, as well as all data managed by Offeror on behalf of Universities, including all output, reports, analyses, and other materials relating to or generated by the services, even if generated by Offeror, as well as all data collected, extracted, or received through Universities or Offeror's use of the services or deliverables (collectively, the "Universities' Data"). The Universities' Data shall be considered Universities' confidential information. Offeror shall not use, access, disclose, or license or provide to third parties, any Universities' data, or any materials derived therefrom, except, in each case, as authorized in writing by Universities. Without limiting the generality of the foregoing, Offeror may not use any Universities' data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, Universities' prior written consent.

**51. Non Disclosure and Trade Secrets.** Offeror may receive (or has received) from the Universities and otherwise be exposed to confidential and proprietary information relating to the Universities' business practices, strategies and technologies, Universities Data as well as confidential information to the Universities necessary to perform the services and/or provide the deliverables (collectively, Universities' Confidential Information). The Universities' Confidential Information may include, but not limited to, confidential and proprietary information supplied to the Offeror with the legend "Universities' Confidential and Proprietary" or other designations of confidentiality. As between the Offeror and the Universities, the Universities' Confidential Information is the sole, exclusive, and valuable property of the Universities. Accordingly, Offeror will not reproduce or otherwise use any of the Universities' Confidential Information except in the performance of the Services or the provision of the Deliverables and will not disclose any of the Universities' Confidential Information in any form to any third party, either during

or after the Term, except with the Universities' prior written consent. Upon termination of the Contract, Offeror will cease using and will return to the Universities, all originals and all copies of the Universities Confidential Information, in all forms and media, in Offeror's possession or under Offeror's control. In addition, Offeror will not disclose or otherwise make available to the Universities any confidential information of the Offeror or received by Contractor from any third party.

Offeror will have no obligation to maintain as confidential any Universities' Confidential Information (other than Universities Data) that Offeror can show: (i) was already lawfully in the possession of or known by Offeror before receipt from the Universities; (ii) is or becomes generally known in the industry through no violation of the contract or any other agreement between the parties; (iii) is lawfully received by the Offeror from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the Universities sufficient to allow the Universities to contest such order; or (v) is approved in writing by the Universities for release or other use by Offeror.

**52. Payment Card Industry Data Security Standard.** For e-commerce business and/or credit card transactions, Offeror agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Offeror is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard "PCI DSS", Payment Application Data Security Standard "PA DSS" for software and PIN Transaction Security "PCI PTS" for hardware and provide attestation of compliance annually. The technical solution must include the following:

**52.1.** Offeror maintains their own network operating on their own dedicated infrastructure. Offeror's network includes a firewall that includes access control rules that separate Offeror's PCI network from the Universities and restricts any communication between Offeror's network devices and the Universities' systems.

**52.2.** Offeror treats the Universities' networks as untrusted networks and encrypts all cardholder data traversing the Universities' networks using industry standard encryption algorithms.

**52.3.** A system where the Universities have no ability to decrypt cardholder data.

**52.4.** Devices must be Secure Reading and Exchange of Data "SRED" and PTS 3.x compliant. Europay, MasterCard and Visa "EMV" compliance is required by October 1, 2015.

**53. Weapons Policy.** The Universities prohibit the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the Universities or their affiliated or related entities, in all Universities' residential facilities (whether managed by the Universities or another entity), in all

Universities' vehicles and at all Universities or Universities-affiliate sponsored events and activities, except as provided in §12-781 of the Arizona Revised Statutes or unless written permission is given by the Universities' Police Department. Notification by Offerors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of Offeror "Offeror Parties" of this policy is a condition and requirement of the Contract. Offeror further agrees to enforce this contractual requirement against all Offeror Parties.

- 54. ASU specific, Information Security.** All systems containing ASU Confidential Information, including ASU Data, must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with ASU's policies and standards regarding data usage and information, including ASU's information security requirements, as they may be amended from time to time, and that are set forth at the following web page: [http://links.asu.edu/infosec\\_contract\\_language](http://links.asu.edu/infosec_contract_language).
- 55. ASU specific, Tobacco Free.** ASU recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Beginning Aug. 1, 2013, tobacco will be prohibited on ASU property, facilities, grounds, parking structures, ASU-owned or leased vehicles and structures owned or leased by ASU. For additional information, go to <https://eoss.asu.edu/tobaccofree>.
- 56. NAU specific, Tobacco Free.** NAU recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Beginning July 1, 2016 the use of all tobacco products, including those not approved by the FDA for cessation is prohibited on NAU property, facilities, grounds, parking structures, NAU-owned vehicles and structures owned or leased by NAU. This includes, but is not limited to, the use of cigarettes, e-cigarettes, hookah, e-hookah, chew, dip, snuff, cigars, pipes, vaporizers, etc. For additional information, go to <http://nau.edu/Tobacco-Free/Policy/>.
- 57. ASU specific, Campus Deliveries and Mall Access.** Vendors and contractors should familiarize themselves with ASU parking, campus delivery options and loading zones. Not all campus buildings are directly accessible and some require contractors to unload at lots or loading areas that may not be directly adjacent to the delivery or work location. As a result vendors and contractors must then transport goods by using electric style golf carts, dolly or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for vendor vehicles and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement time and deliveries or work requiring vehicular or cart access may need to be arranged outside of the restricted hours. For details about parking permits, vendor permits, loading zones, mall access, and pedestrian mall restrictions, visit [parking.asu.edu](http://parking.asu.edu). For additional information, go to <http://walk.asu.edu/>.

**58. No Boycott of Israel.** As required by ARS §§ 35-393 to 35-393.01, Offeror certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

## **SECTION G                    EVALUATION CRITERIA**

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It is the Universities' intent to make an award to Offeror(s) that, in the opinion of the Universities, present Offers that appear to be favorable to the Universities, based upon the scope, availability of services, quality of services, reputation, and price offered. Each of the Universities will have an equal weight in scoring. The criteria for evaluation of responses will be based on the following point structure:

1. Offeror's Qualifications, Project Resources, Client References (refer to Section E.1–E.3).

30 Points

2. A detailed technical Offer including, but not limited to, quality of product, clarity and reasonableness of proposed method of accomplishing the requirements, the ability to satisfy all components specified and adherence to specifications (refer to Section E.4 - E.27).

30 Points

3. Exceptions to the Terms and Conditions of the RFP (refer to Section F). Offers that are contingent upon changes to the Universities' terms and conditions may, if the Universities at their sole discretion determine not to accept the alternate terms and conditions, be considered non-responsive.

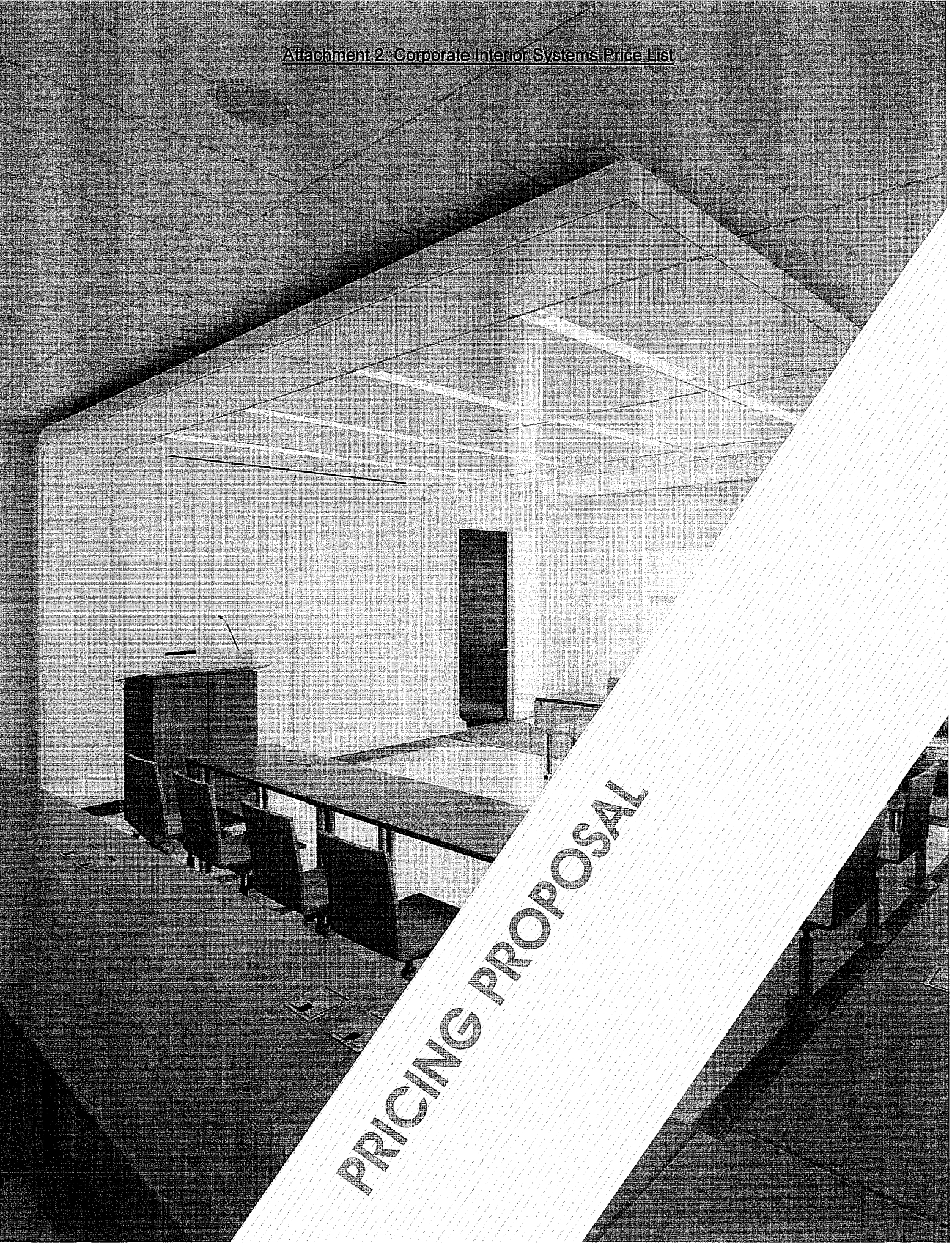
4. Price Proposal (refer to Section H).

30 Points

5. Overall responsiveness to RFP.

10 Points





**PRICING PROPOSAL**



## SECTION H PRICING PROPOSAL

1. Complete Attachment A : Furniture and Related Services Pricing Proposal (provided separately) for all product lines Offered.
2. Provide estimated pricing for the floor plans found under Exhibit A, Typical Floor Plans:

2.1. First Floor Plan	Design services:	<u>\$2,860.00</u>
	Product cost:	<u>\$79,322.00</u> Includes Tax
	Delivery services:	<u>\$0</u> No Freight on Quoted Items
	Installation services:	<u>\$13,609.00</u>
	User training services:	<u>\$0</u>
	Total cost:	<u>\$95,791.00</u>
2.2. Second Floor Plan	Design services:	<u>\$2,860.00</u>
	Product cost:	<u>\$217,222.00</u> Includes Tax
	Delivery services:	<u>\$0</u> No Freight on Quoted Items
	Installation services:	<u>\$22,217.00</u>
	User training services:	<u>\$0</u>
	Total cost:	<u>\$242,299.00</u>
2.3. Third Floor Plan	Design services:	<u>\$2,860.00</u>
	Product cost:	<u>\$88,905.00</u> Includes Tax
	Delivery services:	<u>\$0</u> No Freight on Quoted Items
	Installation services:	<u>\$9,345.00</u>
	User training services:	<u>\$0</u>
	Total cost:	<u>\$101,110.00</u>

Note: Pricing is based off of provided specifications and drawings. Pricing is subject to change and product is not order ready. Priced in standard/base finishes.



### Attachment A: Furniture and Related Services Pricing Proposal

Offeror Name: Corporate Interior Systems

Offeror Address: 3311 E. Broadway Rd. Phoenix, AZ 85040

Contact representative phone number and e-mail address: Lisa Johnson - 602-243-7841, ljohnson@cisinphx.com

*Instructions:* Complete the yellow cells. Provide the name of the manufacture and the associated discounts based on the product types listed below. Increase the amount of lines as needed for additional manufacturer's. Before submitting the completed Excel form, it is recommended that the document be saved into PDF format.

1. Product Type	Partner Companies	Manufacturer Name	Tier	Percent off List Price
Systems Furniture (panels and work surfaces) & Benching.	Manufacturer 1	KNOLL	ANCHOR	
			\$0 - \$250,000	73%
			\$250,001 - \$500,000	74.50%
			\$500,000+	NEGOTIABLE
			SYSTEMS: ANTENNA, AUTOSTRADA, CURRENTS, DIVIDENDS, REFF, REUTER	
			\$0 - \$500,000	73.50%
			\$500,001 - \$1.5M	75.50%
			\$1.5M+	NEGOTIABLE
	Manufacturer 2	ABCO		58.14%
	Manufacturer 3	DESKMAKERS	\$0 - \$50,000	49%
			\$50,001 - \$200,000	52.50%
			\$200,001 - \$400,000	54.50%
	Manufacturer 4	ENWORK	\$0 - \$99,999	66.667%
			\$100,000+	70.238%
	Manufacturer 5	EVOLVE		62.50%
	Manufacturer 6	FIRST OFFICE		53.0%
	Manufacturer 7	FLUID CONCEPTS	Orders \$99,999 List & Under	48.0%
			Orders \$100,000 List & Over	49.70%
	Manufacturer 8	GLOBAL	Orders under \$16,500 list	56.0%
			Orders over \$16,500 list	59.0%
	Manufacturer 9	GREAT OPENINGS	\$0 - \$99,999	69.4%
			\$100,000+	NEGOTIABLE