

February 16, 2017

RFP 683382 – Renewable, Sustainable Furniture

The following addition shall be made to the RFP Document:

1. Addition of the State of Montana Intent to Participate Documentation (attached)

The language included in the attached document is specific to doing business with Members in the State of Montana. By signing and submitting this Addendum with your proposal response, you will be agreeing to these specific Terms and Conditions for doing business in the State of Montana.

Pre-Proposal Conference Call

A non-mandatory pre-proposal call was held on Thursday, February 2, 2017. The following companies to date have received a copy of the RFP (companies with an asterisk had representation on the call):

| | |
|-------------------------------------|-----------------------------|
| Transformations, Inc.* | Sauder Education* |
| Integra, Inc. | The Brill Company* |
| Neutral Posture* | EKO Contracts |
| Keilhauer | Jasper Group* |
| Sit On It* | Berhardt Design |
| AB&D Furniture* | Ecologic Industries LLC* |
| Fleetwood Group | Mien Company* |
| R.T. London Group* | Sustainable Furniture Inc.* |
| Trinity Furniture | Leeds Associates* |
| Quaker* | Hertz Furniture |
| Jagoli | Office Revolution |
| Bob's For Business* | Jefferson Group |
| Alianza | The Office Connection* |
| KI* | National Office Furniture |
| Versare | Black Timber Furniture Co. |
| MTS Seating | HBR Healthcare |
| Harrington Restaurant Equipment Co. | Seating Concepts |
| Kay-Twelve* | The Robert Lord Company* |
| John Watts Associates | Foliot Furniture |
| Missoula's Office City | Staples Business Advantage* |
| Stocks Office Furniture* | Haworth* |
| Ebony Office Interiors | Allsteel* |
| VS America | Insalco Corporation |
| Dundas Interiors | The Senator Group |

As a result of the Pre-Proposal Conference call held on February 2, 2017, certain questions were raised and discussed. These items are described in this addendum.

The questions below were asked by a potential Supplier during the pre-proposal call:

1. Either manufacturers or dealers can respond to this bid?
Answer: Yes

2. In the attachment, E&I requested installed and delivered price; sometimes the installed price is difficult to determine upfront, does it need to be included?
Answer: The RFP requested 3 pricing options; please provide a range. We are requesting a discount percentage off list price.
3. On the Supplier Questionnaire, the answers can be very complex. Can this be done with attachments or do the answers need to be totally within the spreadsheet?
Answer: To the best of your ability, you should incorporate answers into the spreadsheet but you may also include attachments as support.
4. Regarding the State of Texas HUB Forms, is there a better link?
Answer: Several individuals have tested the current link <http://www.window.state.tx.us/procurement/prog/hub/hub-forms> and it is functional. However, for those who have having difficulty with this link, please use <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php> . We recommend cutting and pasting the URL into your browser.
5. In Attachment B, Tab 1, Corporate Information, B.3, Small Business Programs, please explain this section.
Answer: Please identify if your organization will or has the ability to utilize Small Businesses or Diversity Suppliers in the performance of this contract.
6. In Attachment B, Tab 4, VRF Field Explanations, please explain.
Answer: Tab 4 is the definitions of all the fields included on the sample report, Tab 5. Tab 5 is the type of report which would be submitted on a monthly basis based upon Member Purchases.
7. Regarding pricing, does E&I expect a complete price list to be submitted? Electronic as well as print format?
Answer: Yes
8. Are you going to consider, accept and allow inclusion of sustainable/renewable apartment housing, residence hall furnishings as well as the items listed in the bullet points?
Answer: Suppliers may submit furnishings outside of those listed, however, E&I already has a residential hall furnishings contract. We will be looking at renewable/sustainable lounge furniture that can be used in residence life, housing and/or other campus locations. E&I will not be looking at residential hall furniture, beds, casegoods related to Residence Halls.
9. Is E&I looking for products or companies – is this RFP more focused on the products or companies as far as sustainable, renewable? Is it more focused on the products and the company or the products and what makes the products sustainable or the company itself?
Answer: We are looking at the product.
10. As a manufacturer, if we respond, what is E&I's plan for the Members? Do they issue POs directly to the manufacturer or would it go to the dealer?
Answer: The manner in which the Member Institution currently places orders, whether thru a dealer or direct, is how the orders would be place. E&I needs to know that the Supplier has the capability to report on Member Purchases either direct or thru dealers.
11. Regarding 6.6.2, Internet/E-Commerce Site, please elaborate. As a Manufacturer, what are E&I's expectations? We currently do not have a punch-out, e-catalog. Dealers may, but we do not. How would we comply?
Answer: Supplier would indicate that they do not have one.

12. Do you have an example of a dealer or manufacturer which may have the internet/e-commerce site capabilities E&I is looking for?
Answer: Global and Steelcase offer punch-outs and hosted content based upon the Member's platforms.
13. As an authorized distributor, we will be permitted to submit more than one line for a manufacturer?
Answer: On the Pricing Attachment E, we request that you include manufacturer names so you may include multiple manufacturers or multiple lines of a manufacturer.
14. What are the expected payment terms? Can deposits be requested?
Answer: Suppliers would identify what payment terms they require in their submission. Typically our members look for Net 30 unless a state statute requires alternate payment terms.
15. Part 1, General Overview, it states E&I may elect to award by geographical area of the United States, should we make mention of specific regions we cover in our response?
Answer: Yes

The questions below were submitted to E&I by potential Suppliers prior to the deadline for written questions.

16. Will E&I consider, accept & allow inclusion as part of this offer, sustainable and renewable campus apartment housing and residence hall furnishings other than listed in the Bullet Points in the RFQ?
Answer: Please see response to Question 8 above.
17. In the RFP E & I indicated the requirement for "renewable/Sustainable furniture. Could you please provide details on what constitutes renewable/sustainable furniture?
Answer: Renewable/sustainable furniture included in this RFP is furniture which features easily replaceable components, extending the useful life of the furniture. Replaceable components may include seat cushions which may be reupholstered.
18. Could you provide more information and list some examples of what items fall under the "additional furniture category"?
Answer: Any additional products not specifically identified in the RFP.
19. Is this a bid for a dealership or manufacturer?
Answer: Please see response to Question 8 above.
20. Page 13, Part 5, Tab 2, for a privately owned company, can you confirm that you only need to provide 3 year audited financial statements or evidence of financial stability *upon request* and not at the time of this proposal date?
Answer: For privately owned companies, evidence of financial stability or audited financial states may be upon request if a BAFO is requested of the Supplier.
21. Page 13, Tab 7, we are unable to open the link on this page, will another link be sent out?
Answer: Please see response to Question 4 above.
22. Do you want Excel Attachment B Questionnaire included in the response Word document in Tab 3 or can we just submit as an attachment to the Word document?
Answer: Attachment B should be submitted as Tab 3 in Excel format.

23. In the conference call it was confirmed that the respondent could be a manufacturer or a dealer. Can multiple dealers collectively respond to this RFP?
Answer: Yes.
24. Could you please clarify the furniture categories that this RFQ is open to for bidding? I do not see “dormitory case goods” listed on Page 5 (Scope of Services) and wanted to double check and see if this RFQ includes this category as we are a dormitory case goods manufacturer.
Answer: Please see response to Question 8 above.
25. Would the response require two separate labor costs? One for non-prevailing wage project and one for prevailing wage projects? Or would a simple percentage increase for prevailing wage be sufficient?
Answer: E&I is requesting discount off list. Prevailing wage rates may be required by members and suppliers may indicate that projects requiring prevailing wage rates may be charged additional fees.

These changes constitute an addendum to the above referenced RFP and are made a part thereof.

Please sign below and return the addendum with your RFP response to acknowledge receipt of the addendum. Should you have any questions or concerns, please do not hesitate to contact me, Judy Schaffer at jschaffer@eandi.org. Thank you.

Sincerely,



Judy Schaffer
National Category Director, Interior Products, General Products & Services

cc: Helga Strobel-Pedisich

(Supplier)

(Authorized Signature)

(Printed Name)

(Title)

(Date)

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
STATE PROCUREMENT BUREAU

gsd.mt.gov



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**INTENT TO PARTICIPATE
Cooperative Contract(s) for
Renewable, Sustainable Furniture**

- I. **PURPOSE:** The State of Montana, Department of Administration, on behalf of the Montana University System (State), intends to participate in any resulting contract from the cooperative, competitive solicitation #683382, issued by Educational and Institutional Cooperative Purchasing (E&I).
- II. **SCOPE OF THE CONTRACT(S):** E&I is authorized to act as the procurement officer in developing multi-state cooperative contract(s) for Renewable, Sustainable Furniture. The resulting contract(s) will be permissive.
- III. **ADDITIONAL TERMS AND CONDITIONS:** see Attachment A
- IV. **SIGNATURE:**

State of Montana

Brian Sanders, Chief Procurement Officer
Printed Name and Title

Brian Sanders
Signature

1/26/17
Date

ATTACHMENT A

ACCESS AND RETENTION OF RECORDS. The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING. The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.) The contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. No contractual relationships exist between any subcontractor and the State under this contract.

COMPLIANCE WITH LAWS. The contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, the contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

REDUCTION OF FUNDING. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide the contractor the date the State's termination shall take effect. The State shall not be liable to the contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to the contractor only for the payment, or prorated portion of that payment, owed to the contractor up to the date the State's termination takes effect. This is the contractor's sole remedy. The State shall not be liable to the contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

CHOICE OF LAW AND VENUE. This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)