**Request for Qualified Suppliers (“RFQ-S”)**

**Title: Furniture and Related Services**

**Solicitation #: #2018-05-01**

**Issue date:** **May 1, 2018**

**Due date: June 8, 2018 at 2:00 pm ET**

**Section A: Introduction and Basic Information**

1. **Purpose and Scope**:

It is the University’s intent to enter into Agreement(s) with the selected firm(s) to provide furniture and related services on an as needed basis. The selected firm(s) will furnish all product, labor (including supervision), materials and equipment required to deliver and install furniture and related items for the UT System.

Approximate total furniture spend for the years listed below: $45,947,276.

11/1/13 – 10/31/14 $10,331,062.

11/1/14 – 10/31/15 $ 7,135,232.

11/1/15 – 10/31/16 $11,504,506.

11/1/16 – 10/31/17 $14,267,658.

11/1/17 – 4/13/18 $ 2,708,817.

1. **Communications**:

The following University office is managing this solicitation:

The University of Tennessee

Office of Procurement Services

5723 Middlebrook Pike

Knoxville, TN 37921

Regarding the subject matter of this solicitation, respondents may only communicate with staff members of the University’s Office of Procurement Services. The primary contact person for this solicitation is listed below:

Name: Lisa Pate

Title: Buyer

Email: lpate@tennessee.edu

If a respondent contacts anyone except the University’s staff members listed above, the University may disqualify the respondent.

1. **Term & Termination**:
   1. The initial term of contracts resulting from this solicitation will be from November 1, 2018 to October 31, 2023.
   2. The University and winning respondents may renew for up to 5 additional years, upon mutual agreement.
   3. Either party may terminate the agreement by providing 30 days written notice to the other party.
2. **Number of Awards**: The University intends to award this solicitation to at least 4 respondents, unless the University deems it to be in its best interest to award to fewer, or more, respondents. The University retains sole discretion over this decision.
3. **Extension of the Award**: Other university departments, agencies with the state of Tennessee and other Tennessee public universities may also purchase goods and/or services from this award, if the winning respondent is agreeable. It should be noted that these entities are not required to use this agreement. If any them elect to participate under the terms and conditions of this resulting award, the University of Tennessee reserves the right to re-negotiate favorable incentive, and cost terms with the successful supplier that are reflective of the additional volume. Note: The offer to extend the award to these other entities is at the discretion of the winning respondent and they should not be extended if it would affect your ability to offer the most favorable prices and terms to The University of Tennessee.
4. **Non-Exclusive**: Although it is the University’s hope that most departments will procure items from this award, this is not a solicitation for an exclusive agreement and departments will still have the option of procuring items from other suppliers in accordance with our purchasing policies. The University does not guarantee that all purchases for the products and/or services available under resulting contracts will be made exclusively from the winning respondents.
5. **Minimum Quantities:** There shall be no minimum of maximum quantities or amounts associated with the term of this Agreement.
6. **Schedule**: Note the University reserves the right to change these dates. All times are quoted in Eastern Time.

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| Publication Date | May 1, 2018 |
| Deadline for Intent to Attend Pre-Proposal Conference | May 8, 2018 |
| **Mandatory** Pre-Proposal Conference | May 15, 2018 at 10 am ET |
| Deadline for Questions | May 22 , 2018 |
| Bidder Submission Due Date | June 8 , 2018 at 2 pm ET |

1. **Mandatory Pre-Proposal Conference**

A Pre-Proposal Conference will be held at 10:00 am ET will be held in the Office of Procurement Services on May 15, 2018 at 10:00 am ET. The purpose of the conference is to discuss the RFQ-S scope of services. An intent to attend the pre-proposal conference is required in writing to the RFQ-S Coordinator no later than close of business on May 8, 2018 Responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFQ-S. Additional questions concerning the RFQ-S should be submitted in writing prior to the Written Questions Deadline. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the University in the form of an addendum. Each potential Proposer will be limited to a maximum of 2 in-person attendees. Any oral communications shall be considered unofficial and non-binding with regard to this RFQ-S. Only the Institution’s official, written responses and communications shall be considered binding with regard to this RFQ-S.

The conference will be held at:

University of Tennessee, Purchasing

5723 Middlebrook Pike

Knoxville, TN 37921-5946

For those firms wishing to attend by teleconference, a conference bridge will be setup. If your firm wishes to attend by teleconference, please contact Lisa Pate, UT Purchasing, (lpate@utk.edu) by email by close of business May 8, 2018.

**Section 2: Instructions and Evaluation Criteria**

1. **Assistance to Respondents with a Disability**: In the event that a respondent has a disability, the University will make reasonable accommodation to allow them to participate, provided that the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.
2. **Proposal Submission**: Respondents must submit their proposals via email to [the](mailto:cspitzer@utk.edu) solicitation coordinator listed above. Respondents must enter their responses in this Word document.
3. **Confidential Information**: Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful respondent. The University will not agree to provide advance notice of disclosure and placing confidential notices on documents is meaningless. After the notice to award, all materials submitted are open for inspection.
4. **Proposal Preparation Costs**: The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.
5. **Withdrawal of Proposals**: A submitted proposal may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.
6. **Acceptance and Rejection of Proposals**: The University may accept or reject any proposals that, in its opinion, is in the best interests of the University. The University may re-solicit proposals, or to continue with the current supplier for these services. The University may also waive minor variances or immaterial defects in a response. The University may also accept any item in the bid, unless otherwise specified by the Respondent.
7. **Questions**: Up to the deadline for questions, respondents may ask the Office of Procurement Services questions in writing via email to the email address listed above in the “Contact Person” subsection. In the event that a respondent communicates with the Office of Procurement Services verbally, the respondent understands that verbal communication is non-binding, and respondent further acknowledges the only official communication about this solicitation is written communication. Respondent understands that it must not rely on verbal communications with the University.
8. **Addenda**: The University will make reasonable efforts to ensure that all respondents have the same material information. Accordingly, if a respondent asks a question that the University considers, in its sole discretion, to be material, the University will issue an addendum to this solicitation. The University will communicate all addenda to all respondents.
9. **Evaluation of Technical Responses**:

The University will use the following scoring criteria:

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| **Evaluation Criteria** | **Maximum Points Possible** |
| Mandatory requirements | Pass/Fail |
| General and Technical qualifications | 1,000 |

1. **Cost Proposal**: The Office of Procurement Services will evaluate the respondents’ respective cost proposals, and may negotiate with one or multiple respondents to ensure a both-win deal for the University and respondent.
2. **Award**: This solicitation does not commit the university to make an award or to procure or contract for the articles of goods or services described in this solicitation. The University will make an award that the University determines to be in its best interest; this might result in a situation where the University does not award to the respondent offering the lowest cost, or to a respondent other than the highest-scoring respondent. The University reserves the right to negotiate terms and alter the specifications with the with the highest scoring respondent, however, if they are unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the proposal and negotiate terms of an agreement with the next highest scoring respondent. If the agreement with the successful respondent is terminated for any reason prior to the agreement termination date, the university may elect to substitute the next highest scoring respondent, if they are willing to honor the prices in their initial proposal. The Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order for the required services.
3. **Notice of Intent to Award**: After the evaluation process is completed, the University will issue a formal notice of intent to award notifying all respondents of the identity of the winning respondent(s).

**Section 3: Technical Response**

**Instructions**: Respondents must write and organize their responses in the same order as listed below. The University may deem a response non-responsive the respondent does not comply.

**Part A: Mandatory Requirements**

**The University will assess each criteria below on a pass/fail basis:** **respondents must pass each criteria to qualify.** Must respond agree or disagree to each statement below.

1. Respondents Authority: The representative responding on behalf of a Respondent must have authority to respond to this solicitation on behalf of the Respondent.
2. Required Disclosures: If the Respondent is a representative or distributor for a third party, the Respondent must disclose this fact.
3. Debarment: If a potential Respondent is currently debarred or otherwise prohibited from bidding by the U.S. federal government or by any U.S. state government, they may not bid on any of the University’s solicitations until they are no longer debarred. In the event that the University determines that the Respondent is debarred by, the U.S. federal government of by any U.S. state government, the University will disqualify Respondents bid.
4. Conflicts of Interest: Respondents must disclose all conflicts of interest. The University will evaluate a Respondent’s conflicts to determine whether the conflict is allowed.
5. Compliance with law: Respondent must be legally allowed to operate within the State of Tennessee.
6. Licensure: The apparent successful Proposer must hold all necessary, applicable business and professional licenses. The University requires any or all Proposers to submit evidence of proper licensure upon request. A Tennessee Contractor’s License is required licensure to submit a response to this RFQ-S. Additional information regarding Tennessee Contractor’s Licenses can be accessed at the webpage for the Tennessee Department of Commerce and Insurance https://www.tn.gov/commerce/regboards/contractor/license-requirements.html
7. Insurance: Successful Proposer must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000 per occurrence, $2,000,000 in the aggregate. The University shall be named as an additional insured on any related policy. The Proposer shall maintain workers’ compensation coverage or a self-insured program as required under Tennessee law. The Proposer shall deliver to the Institution a certificate of insurance no later than the effective date of the contract. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to the University.

**Part B: General Qualifications**

1. **The University buys the following types of furniture. Please specify the types of furniture you sell.**

* Office
* Classroom
* Auditorium seating
* Laboratory
* Lounge
* Dorm
* Outdoor
* Healthcare

1. **Price increases:** Describe your process for handling manufacturer price increases. Vendor must provide proof of price increase. It will be solely the University’s right to choose to accept the price increase.
2. **Experience**
3. Describe the Proposer’s form of business (i.e. individual, sole proprietor, corporation, non-profit corporation, partnership, or limited liability company) and age of business. Detail the name, mailing address, telephone number, and email address of the person UT should contact regarding the proposal. The University desires a vendor who has been in business at least 5 years in the furniture industry.
4. Describe the Proposer organization’s number of employees, type of client base, and location of offices/warehouses, identifying the office(s) and location(s) that will primarily service this Contract.
5. Detail your project management plan, including any specific management tools and approaches you will use on the project. Specify how you plan to involve and work closely with UT.

**4. References**

Provide customer references for similar projects representing three of the larger current accounts of the Proposer and three completed projects; define each project’s scope of work. Also list any TN Institutions of Higher Education and all such contracts completed within the previous five year period.

1. Each reference must include:

* The company name and business address
* The name, title, and telephone number of the company contact knowledgeable about the project work
* A brief description of the service provided and the period of service.

1. The list of contracts with any TN Institutions of Higher Education must include:

* Contract number
* Contract term
* Procuring institution or agency for each reference.

1. **Design and Space Planning**
2. Proposer to describe its process to assist UT institutions with evaluation of needs, layout and design, and floor plans, including timetable to provide these items to UT.
3. Field Measurements - Successful Proposer is required to take its own measurements for any space proposed for renovation and measurements for new space.
4. **Product Selection:**
5. To assist UT with product choices, successful Proposer shall be required to provide the following upon request at no additional charge: literature, brochures, catalogs, price lists, and other ordering aids.
6. Samples – UT may request samples of products, provided at no cost, prior to making a final determination of purchase. Sample must be plainly tagged with the name of the successful Proposer.
7. Finish Selections/Color Swatches – The successful Proposer shall upon request, furnish small samples showing color and finish for any items deemed desirable by UT, and assist in determining selection of colors/finishes. For furniture projects involving different manufacturers, successful Proposer shall be required to assist in color and finish matches. Successful Proposer will be required to provide UT color and finish samples, at the successful Proposer’s expense, throughout the term of the Agreement.
8. **Written Quotations/Placing Orders/Order Acknowledgement**

Provide itemized quotations to include product(s) dimensions, color selection, fabric selections, unit price, extended price, estimated delivery dates. **ALL CHARGES MUST BE CLEARLY IDENTIFED IN THE QUOTATION.** Quotes must remain in effect for a minimum of one hundred twenty (120) days.

1. Describe how the University would place an order with your company.
2. Provide UT with order acknowledgements to show receipt of order and anticipated delivery dates. **Successful Proposer will be responsible for updating UT regarding any changes in order schedules.**
3. **Project Management/Delivery and Installation**
4. The successful Proposer will be responsible for the coordination of project management, delivery, and installation with building staff, and any Contractors that may be working on renovation projects within UT facilities.
5. Successful Proposer responsible for making UT aware of delivery timeframes for products requested.
6. The successful Proposer shall be responsible for receipt, inspections, and assembly of all items in the area designated by UT, as well as prompt removal and disposal of all debris from locations which are a result of the delivery. It is the Installer’s responsibility to protect existing finishes within the building.
7. Proposers shall state at what time normal deliveries shall be made to UT. Successful Proposer is responsible for becoming familiar with loading docks available to accommodate large trucks.
8. The successful Proposer will utilize crews experienced in furniture installations and which are trained how to properly and safely install/assemble furniture.
9. Installers will be responsible for coordinating with UT Officials to obtain necessary parking permits, at the Installer’s expense. Installers are also responsible for being familiar with laws, rules or regulations of the UT and State requirements pertaining to access to building worksites.
10. Successful Proposer shall deliver and install items according to manufacturers’ instructions and furniture plans.
11. Successful Proposer shall adjust doors, drawers, hardware, fixtures and other moving or operating parts to function smoothly and correctly.
12. Successful Proposer to keep area reasonably free from accumulation of waste material and prior to completion of the work, will remove any waste materials from the area.
13. The successful Proposer will be responsible for developing a “Completion of Order/Installation” Form. This form shall be signed by the successful Proposer as well as the on-site supervisory personnel acknowledging completion of order.
14. Deliveries/Installs of damaged merchandise and punch list items, incorrect items or quantities shall be corrected immediately. Any defects in material and installation shall be repaired, and damaged products that cannot be satisfactorily repaired (at the discretion of the UT site personnel) shall be replaced.
15. The successful Proposer will be responsible for the repair and/or replacement involving any damages to State property during installations.
16. Proposer must describe, in detail, its process for handling warranty issues.
17. **Refurbishing**

Refurbishing will be permitted under this Contract when parts necessary for refurbishing services are listed as items by manufacturers in their product prices. In addition to the cost of the parts, Proposer to provide**, in its cost proposal**, labor rates (per man/hr.) for:

* Removal and Reinstallation
* Refurbishing Work (off-site)
* Transportation Costs (per mile)

1. **Warehousing and Storage**

The Proposer must be prepared to warehouse incomplete shipments until all essential products are available for complete installation. Warehousing may also be required if products are not delivered precisely as acknowledged, to better coordinate installation scheduling, or if there are construction delays. Warehousing needs will be based upon reasonable and mutually agreed upon time frames.

1. **Re-design and/or Re-installation of University owned Furniture Product**
2. During the course of the contract, it may become necessary to re-design and/or re-install state owned furniture products. All designs and installations would require prior approval of a UT facility official. Proposers are requested to state a design fee and a price per man per man hour with their cost proposal for these instances. Upon request by UT for these services, UT will work with successful Proposer to determine project scope, estimate the hours needed for each project, and calculate a not-to-exceed amount.
3. For re-design/re-installation projects, successful Proposer, at the determination of UT, may be requested to design, disassemble (including the packing of items to safeguard damage), and re-assemble furniture products.
4. **Additional Services**

A Proposer may offer services in addition to those required by and described in this RFP. The additional services may be added at the sole discretion of UT.

**13. Customer Service**

1. Describe what areas/regions you are able to service. Please provide the names of personnel that will be assigned to UT’s account. Please give name, title, telephone number, fax number, email address, and a summary of work experience of each sales force member who will be making sales appointments.
2. UT requires a twenty-four (24) hour response time to inquiries. How will Proposer handle inquiries? Complaints? Billing Problems? Pricing Clarifications? How many people (names, titles, and location of office) will be assigned to and/or trained for the various aspects of this account?
3. Proposer to state its hours of operation, toll free phone and fax numbers and list any other means of placing orders.
4. Successful Proposer will be required, upon request, to provide reports indicating pending orders/projects and open invoices.
5. The Contractor will submit brief, periodic, progress reports to UT as requested. The contract monitoring process shall be established by UT upon award to the successful Proposer.
6. Vendor is to conduct a customer service survey and share the results with the University.

**Section 4: Cost Proposal**

Proposers are to describe their pricing model. Describe how the University will be able to access Respondent’s pricing to verify the contract pricing. Describe the process Respondent uses to ensure the University will not be double-billed for items. Invoices received MUST be auditable. Invoice is to reflect the list price, percentage of discount applied and the final unit price.

Describe any innovations Proposer has implemented, or is currently implementing which will help the Proposer reduce its cost of operation, such as lean, six sigma, etc.

Describe any value-added services available at no extra cost to the University, if Proposer receives an award.

**Schedule 1: Draft Supplier Agreement**

This Schedule 1 contains a draft supplier agreement. The University will enter into negotiations after the University issues a note of intent to award. The University provides this draft to help expedite the negotiation process. Please note that this draft is subject to change at the University’s discretion, and the draft is for review purposes only.