

**Request for Proposals
Office Furniture Supply, Delivery, and Installation**

INTRODUCTION

Through this Request for Proposals (together with all attachments hereto, this “RFP”), Rhode Island Housing seeks proposals from qualified firms to provide, deliver, and install an array of systems furniture for a satellite office location in Warwick, Rhode Island. Rhode Island Housing expects to begin operations at this location on June 1, 2016. The work described in this RFP must be substantially complete no later than May 20, 2016.

INSTRUCTIONS

One original and two copies of your proposal should be submitted to Rhode Island Housing, 44 Washington Street, Providence, RI 02903-1721, Attn: Guy V. Pirolli, Real Estate Manager. Proposals should be concise and include all required attachments, information, and work samples. Proposals must be presented on business letterhead.

Proposals must be received no later than 5:00 p.m. on **Monday, April 4, 2016**. Proposals received after the due date will not be considered.

A cover sheet with the following information must be displayed on the proposal package:

Name of Bidder
Address of Bidder
Due Date
RFP – Lobby Plan Design and Reception Furniture

Proposals may be withdrawn or amended by bidders at any time prior to the proposal submission date. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of fulfilling the contract at the proposed price or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

Respondents are advised that all submissions (including those not selected for engagement) may be made available to the public on request upon completion of the process and award of a contract(s). Accordingly, any information included in the proposal that the respondent believes to be proprietary or confidential should be clearly identified as such.

SCOPE OF WORK

The Scope of Work is set forth in Attachment A. Please also see Attachment E for contract terms and conditions.

ITEMS TO BE INCLUDED WITH YOUR PROPOSAL

A. General Firm Information

Provide a brief description of your firm, including the following information:

1. Name of the principal(s) of the firm
2. Name, telephone number and email address of a representative of the firm authorized to discuss your proposal
3. Address of all offices of the firm
4. Number of employees of the firm

B. Experience and Resources

1. Describe your firm and its capabilities. In particular, support your capacity to provide the furniture items and related services described in the Scope of Work.
2. Indicate which principals and associates from your firm would be involved in providing services to Rhode Island Housing. Provide appropriate background information for each such person and identify his or her responsibilities.
3. Please provide a detailed list of references (including a contact name and telephone number) for organizations or businesses for whom you have performed similar work within the past three years.
4. Identify any conflict of interest that may arise as a result of business activities or ventures by your firm and associates of your firm, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with Rhode Island Housing.
5. Identify any material litigation, administrative proceedings or investigations in which your firm is currently involved. Identify any material litigation, administrative proceedings or investigations, to which your firm or any of its principals, partners, associates, subcontractors or support staff was a party, that has been settled within the past two (2) years.
6. Describe how your firm will handle actual and or potential conflicts of interest.

C. Fee Structure

The cost of products and services is one of the factors that will be considered in awarding this contract. The information requested in this section is required to support the reasonableness of your fees.

1. Please provide a cost proposal for the Scope of Work using the pricing schedule form provided at Attachment B. Without limiting the foregoing, include all costs for furniture, shipping, delivery (including all transportation, packaging, crates, containers, insurance, duty and brokerage charges), installation, related services, tax, and any other costs or fees that may be incurred in the performance of the Scope of Work. Please note that the Scope of Work anticipates the possibility that some installation work would be performed on a Saturday. Please make any necessary adjustments to your labor costs to reflect this possibility and, if applicable, include hourly overtime rates.
2. Provide an itemized breakdown of billing rates, hourly costs, and reimbursable expenses for any services that may be requested in addition to the services previously described.
3. Please provide any other fee information applicable to the engagement that has not been previously covered that you wish to bring to the attention of Rhode Island Housing.

D. Miscellaneous

1. Rhode Island Housing encourages the participation of persons of color, women, persons with disabilities and members of other federally and State-protected classes. Describe your firm's affirmative action program and activities. Include the number and percentage of members of federally and State-protected classes who are either principals or senior managers in your firm, the number and percentage of members of federally and State-protected classes in your firm who will work on Rhode Island Housing's engagement and, if applicable, a copy of your Minority- or Women-Owned Business Enterprise state certification.
2. Discuss any topics not covered in this Request for Proposals that you would like to bring to Rhode Island Housing's attention.

E. Certifications

1. Rhode Island Housing insists upon full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors. This law requires State Vendors entering into contracts to provide services to an agency such as Rhode Island Housing, for the aggregate sum of \$5,000 or more, to file an affidavit with the State Board of Elections concerning reportable political contributions. The affidavit must state whether the State Vendor (and any related parties as defined in the law) has, within 24 months preceding the date of the contract, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, any candidate for general office, or any political party.

2. Does any Rhode Island “Major State Decision-maker,” as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, “Major State Decision-maker” means:

(i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;

(ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;

(iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is “Yes,” please identify the Major State Decision-maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §§36-14-16, 17 and 18.

3. Please include a letter from your president, chairman or CEO certifying that (i) no member of your firm has made inquiries or contacts with respect to this Request for Proposals other than in an email or written communication to **Guy V. Pirolli**, gpirolli@rhodeislandhousing.org seeking clarification on the Scope of Work set forth in this proposal, from the date of this RFP through the date of your proposal, (ii) no member of your firm will make any such inquiry or contact until after **Monday, April 4, 2016**, (iii) all information in your proposal is true and correct to the best of her/his knowledge, (iv) no member of your firm gave anything of monetary value or promise of future employment to a Rhode Island Housing employee or Commissioner, or a relative of the same, based on any understanding that such person’s action or judgment will be influenced and (v) your firm is in full compliance with Chapter 27 of Title 17 of

the Rhode Island General Laws, Reporting of Political Contributions by State Vendors

EVALUATION AND SELECTION

A selection committee consisting of Rhode Island Housing employees (the “Committee”) will review all proposals and make a determination based on the following factors:

- Professional capacity to undertake the Scope of Work
- Cost
- Ability to perform work within time constraints
- Previous experience working in occupied commercial office buildings
- Availability of all products; ability to complete the delivery and installation by May 20, 2016
- Ability to meet specifications, terms and conditions set forth in the Scope of Work and the Contract Terms
- Previous work experience and performance with Rhode Island Housing and/or similar organizations
- Recommendations by references
- Other pertinent information submitted

Please note that proposals deviating from the basis of design described in the Scope of Work will be rejected. See Scope of Work for further details.

Rhode Island Housing may invite one or more finalists to make presentations. In its sole discretion, Rhode Island Housing may negotiate with one or more respondents to submit more detailed proposals on specific projects. Rhode Island Housing’s objective is to award the proposal to one bidder. However, Rhode Island Housing reserves the right to make awards to multiple bidders on an item-by-item or item group basis. Respondent is responsible for all costs of preparation of the proposal, including making any presentations necessary to the process. Rhode Island Housing assumes no responsibility or liability for costs associated with responding to this RFP.

By this Request for Proposals, Rhode Island Housing has not committed to undertaking the work set forth. Rhode Island Housing reserves the right to reject any and all proposals, to rebid the original or amended scope of services and to enter into negotiations with one or more respondents. Rhode Island Housing reserves the right to make those decisions after receipt of responses. Rhode Island Housing’s decision on these matters is final.

Please direct all inquiries seeking clarification on the Scope of Work in writing or by email to: Guy V. Pirolli at gpirolli@rhodeislandhousing.org. The last day for inquiries will be Wednesday, April 30, 2016.

Attachment A

Scope of Work

Rhode Island Housing seeks to purchase office furniture for a 6,000 square foot satellite office to be located at 43 Jefferson Boulevard, Warwick, Rhode Island. The successful respondent will procure, deliver, and install the requested furniture and components, which will include systems furniture, workstations, private office casegoods, tables, storage cabinetry, lateral filing cabinetry, seating, and conference room furniture, all as more particularly described and in the quantities set forth on Attachment B (collectively, the “Furniture”). Floor plans showing the layout of the office space and intended Furniture configuration are set forth on Attachment C. Work station “typicals” are provided as Attachment D.

The manufacturers and models identified on Attachment B represent the basis of design for this project. Vendors may propose to provide new Furniture items, refurbished Furniture items, or a combination of new and refurbished Furniture items. Any refurbished Furniture, however, must be in ‘like-new’ condition, to be determined in Rhode Island Housing’s sole discretion, and must be substantially identical to the typicals at Attachment D. Prior to making a final award, Rhode Island Housing will inspect any refurbished Furniture items included in the incumbent’s proposal. Rhode Island Housing prefers that refurbished items come from a single lot. All Furniture must meet ANSI/BIFMA Testing standards. All Furniture, whether new or refurbished, must be usable and suitable for Rhode Island Housing’s general business purposes.

If a bidder wishes to propose Furniture from alternate manufacturers or of alternate designs, such alternates must be proposed in addition to (and not in place of) a proposal for the Furniture items listed on Attachment B. Alternate furnishings must be of equal or better quality in comparison to the items listed on Attachment B. If such alternate furnishings are included in the final award, the selected respondent will be responsible for any design services necessary to make the furniture items suitable for the available space.

The selected respondent will be responsible for all aspects of procuring, ordering, shipping, receiving, inspecting, staging and installing the Furniture at the office location identified by Rhode Island Housing, which is anticipated to be 43 Jefferson Boulevard, Warwick, Rhode Island. This office is accessible by a street-level entrance. Respondent will be responsible for supervising the performance of the Scope of Work, including performance by any related subcontractors. Furniture delivery and installation must be carried out between 8:00 am and 5:00 pm on weekdays and/or between 8:00 am and 12:00 pm on Saturdays. Furniture must be available and installed no later than May 20, 2016.

Respondent is responsible for verifying all site dimensions, maintaining all minimum clearances required by code, overseeing product orders, deliveries, installations, punch-lists, and reasonable clean-up activities. This includes the removal of non-recyclable and

recyclable waste materials related to packing, transport, or installation, including without limitation dimensional and pallet wood, plastics, rigid foams and padding, and metals.

The Furniture quantities listed on Attachment B are based on Rhode Island Housing's estimated needs. Rhode Island Housing may adjust these quantities to meet its actual needs. Rhode Island Housing also reserves the right to change colors or finishes within the same price level prior to placement of the final order.

Please ensure that the following information is included with your response:

- a. Warranty information on all items quoted.
- b. A list of replacement parts with unit pricing, if applicable
- c. Lead time for delivery after receipt of order
- d. A line-item breakdown of components relating to all items quoted

Attachment B
Furniture Specification Table & Pricing

(attached)

Attachment C
Floor Plan

(attached)

Attachment D
Furniture Typicals

(attached)

Attachment E Contract Terms

GENERAL TERMS:

By submitting a proposal, the respondent agrees and assures that information contained in his/her proposal is accurate to meet the needs of Rhode Island Housing as set forth in the Scope of Work; specifications are adequate; and that the respondent accepts the terms and conditions set forth herein. Any exceptions should be noted in the respondent's proposal. Unless otherwise specified, all proposals shall be valid for 90 days from the deadline for submissions.

If Rhode Island Housing and the successful respondent (the "Contractor") do not enter a separate contract, the agreement shall consist of the Request for Proposals and all attachments and amendments thereto (including without limitation these Contract Terms), the signed proposal submitted by the Contractor, and a purchase order or letter of agreement requiring the signatures of Rhode Island Housing and the Contractor, all of which shall be referred to collectively as the "Contract Documents."

In the event one or more clauses of the Contract Documents are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract Documents.

The Contract Documents may not be amended, modified, or supplemented except by mutual written agreement of the parties.

The Contract Documents and the rights and obligations of the parties thereunder shall be governed by and construed in accordance with the laws of the State of Rhode Island without reference to its conflicts of laws principles. The Contractor agrees that any litigation action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Rhode Island.

Neither party to the Contract Documents shall assign the Contract Documents without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of Rhode Island Housing.

DELIVERY NOTIFICATION

Contractor shall notify Rhode Island Housing no later than two business days prior to delivery and installation of the furniture ordered pursuant to this RFP. Delivery notification shall be made to Guy V. Pirolli, Real Estate Manager, at 401-457-1290. Receiving hours are Monday – Friday, 8:00 AM – 5:00 PM, or by mutual agreement. Delivery and installation shall take place no later than May 20, 2016. Time is of the essence in the performance of the Contract Documents.

All shipping containers shall be properly and legibly marked or labeled on the outside with the description of the items and purchase order number. Contractor must include packing or delivery slips containing the following information:

- Rhode Island Housing – Warwick Office Furniture
- Delivery Address: 43 Jefferson Boulevard, Warwick, RI 02888

TAX EXEMPTION

Rhode Island Housing is exempt from the payment of Federal Excise Taxes on articles not for resale and from the Federal Transportation Tax on all shipments. Rhode Island Housing is exempt from the payment of Rhode Island Sales and Use Taxes. Contractor and any subcontractor thereof shall adjust his or her quote accordingly, and shall not collect or attempt to collect such taxes from Rhode Island Housing. Rhode Island Housing will furnish exemption certificates upon request.

INDEMNIFICATION

Contractor releases, waives, discharges and covenants not to sue Rhode Island Housing or any representative, manager, operator, official, officer, director or employee thereof (collectively, the “Released Parties”) for any injury, death, damage, loss or claim incurred by Contractor or any agent or representative of Contractor arising out of or in connection with the performance of the Contractor, or any agent, representative, or subcontractor thereof, under the Contract Documents.

The Contractor hereby indemnifies and holds the Released Parties harmless from any and all loss, damage, claims, causes of action, costs and expenses (including attorney’s fees) arising from or related to the acts or omissions of the Contractor or any agent or representative of the Contractor in connection with the performance of the Contractor, or any agent, representative, or subcontractor thereof, under the Contract Documents.

CONTRACTOR’S LIABILITY INSURANCE

During the term of the Contract Documents, Contractor shall maintain the following insurance coverage:

- 1) Commercial General Liability -- \$1,000,000 per occurrence or more (bodily injury and property damage);
- 2) Automobile Liability (including hired & non-owned) -- \$1,000,000 per occurrence or more (bodily injury and property damage);
- 3) Workers Compensation (for all personnel in compliance with applicable state law).

Rhode Island Housing shall be named as an Additional Insured on the Commercial General Liability insurance as follows:

Rhode Island Housing and Mortgage Finance Corporation
44 Washington Street
Providence, Rhode Island 02903

Rhode Island Housing shall be added as an Additional Insured at no supplemental cost to Rhode Island Housing. Prior to the date of performance under the Contract Documents, Contractor shall provide Certificates of Insurance to Rhode Island Housing. Such certificates, in addition to proof of coverage, shall contain the standard accord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

PERFORMANCE TERMS AND CONDITIONS

Items shall be delivered to Rhode Island Housing at 44 Washington Street, Providence, Rhode Island 02903 with prior notification as set forth above (see Delivery Notification above). Contractor will have complete responsibility for the items until delivered, assembled, and approved by Rhode Island Housing. All transportation and assembly arrangements will be the responsibility of the Contractor.

Contractor shall provide final site clean-up upon completion of installation. All crating and other debris **must** be removed from the premises and disposed off-site. The Contractor will be solely responsible for correcting damage to the premises resulting from the delivery and assembly process.

DEFAULT CONTINGENCY

In the case of default by the Contractor, under the terms of the Contract Documents, Rhode Island Housing may procure substantially similar items from other sources and Contractor will be responsible for any excess cost occurring as a result of Contractor's default.

STORAGE CHARGES

Contractor shall cover the cost of monthly storage if, for any reason, delivery is postponed beyond the target date of May 20, 2016.

PAYMENT

Payment will be made upon receipt of an accurate invoice for goods that have been delivered, installed and accepted. Contractor may submit an invoice for partial installation. All furnishings must be installed, inspected and punch listed by Rhode Island Housing, and punch list items repaired or corrected, before final payment.