iii RISLA

REQUEST FOR PROPOSAL

For

Office Furniture

Rhode Island Student Loan Authority 1000 Chapel View Blvd. Suite 132 Cranston, RI

April 3, 2023

Purpose:

The Rhode Island Student Loan Authority (RISLA) is soliciting competitive bids from qualified vendors for the purchase, delivery and installation of office furniture and equipment for 1000 Chapel View Blvd, Suite 134, Cranston, RI. All prices shall be submitted on the enclosed bid schedule. Please refer to Exhibit 1 for a complete list of items to be included in your bid. Exhibits 2 & 3 represent the office layout for the furniture. Bids shall be submitted electronically via email to RISLA at scrooks@cpcri.org with subject: "Furniture Proposal" and must be received no later than 2PM local time on April 17, 2023. Bids received after this time will not be considered. All bids shall remain confidential until the bid submission deadline.

RISLA will not be responsible for bids that are not received due to improper addressing. For identification purposes, the vendor's name and complete address must be included on the first page of the bid. All questions (technical, purchasing, and software) should be directed to Stacy Crooks at scrooks@cpcri.org. Only questions received prior to 4PM, April 10 will be considered. Answers to all vendor inquiries will be posted at http://www.risla.com/rfp-qa.

We appreciate your time in the preparation of your proposal and for your interest in doing business with Rhode Island Student Loan Authority.

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BID SCHEDULE

SECTION I – PREPARATION AND SUBMISSION OF BIDS

1. INTRODUCTION

To be entitled for consideration, one electronic copy (preferably in PDF format) of a vendor's bid shall be submitted in accordance with the following instructions and must be received by RISLA at scrooks@cpcri.org not later than 2PM on April 17, 2023. RISLA shall not be responsible for bids received after the date and time. Bids received after the date time specified shall not be considered, at RISLA's discretion.

2. OWNER

The Owner for whom work will be executed is: **Rhode Island Student Loan Authority (RISLA)**

3. PREPARATION OF BIDS

a. All bids shall be submitted electronically in PDF format.

b. Vendors are instructed to read carefully all terms, conditions and specifications as set forth in the Invitation for Bid. Please refer to Exhibit 1 for complete list of furniture and products to include in the Bid forms. Bid forms must be completed in their entirety. c. By submitting a bid, the vendor warrants that any goods supplied meet or exceed specifications set forth in this solicitation except as may be otherwise noted in vendor's exception.

d. Bids should include an expected furniture ordering, delivery and installation schedule. e. The bidder shall sign the bid in the appropriate spaces.

f. Bids shall be signed by an authorized officer of the company. Said signature shall constitute a binding agreement to all Conditions, Contract Terms, and

Conditions/Terms contained in this bid unless vendor specifies otherwise.

g. The Director along with the assistance of owner representatives will be the sole judge in making determination as to the quality. Prices shall be stated in units specified in the solicitation.

h. All supplies, materials, and equipment provided to RISLA shall be new and in firstclass condition. Bidders may submit alternative bids offering used, reconditioned, or remanufactured items as long as such items are clearly specified as such and are in first-class condition. No items of any type are acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way.

SECTION I – PREPARATION AND SUBMISSION OF BIDS

4. BRAND NAME OR TRADE NAME/MARK INSTRUCTIONS

Brand names and numbers when provided in solicitations must match material in Appendix 1 where referenced. Substitutes will not be accepted. Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bid shall not be considered.

5. SUBMITTING A NO-BID

If not submitting a bid at this time, the acknowledgement is to be returned marked "no bid".

6. TAXES

RISLA is exempt from all state sales tax and federal excise tax. These taxes shall be excluded in pricing.

7. CHARGES AND EXTRAS

Bids are to be firm net prices, F.O.B. destination to include all charges for delivery, unloading, placing in our lease unit as directed by RISLA and demonstrated in the attached furniture plan.

8. BID SOLICITATION QUESTIONS

If a contractor contemplates bidding and is in doubt as to the meaning of any part of these documents, an interpretation may be requested. **This shall be submitted to Stacy Crooks at** <u>scrooks@cpcri.org</u> and must be received not later than April 10, 2023 at 4PM. All responses to questions shall be posted publicly on RISLA's website at http://www.risla.com/rfp-qa.

9. ADDENDA

Addenda issued by RISLA in writing during the time of solicitation shall be incorporated herein by reference.

10. VENDOR'S TERMS AND CONDITIONS

RISLA shall not be bound by any terms and/or conditions included in any bidder's packaging, service catalog, brochure, technical data sheet or other documents which attempt to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation.

11. REVISION OR WITHDRAWAL OF A BID

A bidder may modify or withdraw its bid by written request, provided that the request is

SECTION I - PREPARATION AND SUBMISSION OF BIDS

received by RISLA prior to the bid due date and time at the address to which bids are to be submitted. Following withdrawal of its bid, the Bidder may submit a new bid, providing bid is received prior to the bid due date. After the bid deadline, RISLA will permit withdrawal only when the best interest of RISLA would be served. Generally withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the bid not resulting from negligence and the mistake is clearly ascertainable. If withdrawal is allowed, RISLA reserves the right to disqualify the withdrawing bidder from bidding on RISLA solicitations up to one year.

12. COMPLETENESS OF BID

All bidders are cautioned to furnish all required information and details required by this Invitation for Bid. Failure to comply may result in the bid being rejected due to incompleteness.

13. DOWNLOADING THE SOLICITATION FROM THE INTERNET The RFP will be available in PDF format on the Authority's website at http://www.risla.com/request-for-proposals. It is the responder's responsibility to get updates on RFP changes and status by periodically checking the RISLA Authority website.

SECTION I – PREPARATION AND SUBMISSION OF BIDS

14. TIMETABLE

The following dates are set forth for informational and planning purposes. RISLA reserves the right to change the dates.

Bid Solicitation Issued	April 3, 2023
Due Date for Written Questions	-
Due Date for Receipt of Bids	2PM on April 17, 2023
Anticipated Award Date	April 21, 2023

SECTION II – CONTRACT AWARD

1. BIDDER'S QUALIFICATIONS

Bidders may be required by RISLA, before Contract Award, to document that they are "responsible" bidders to the complete satisfaction of RISLA. They may thus be required to show that they have the necessary facilities, technical ability and financial resources to execute the work in a satisfactory manner and within the time specified; that they have had experience in work of a similar nature; and that they have past history and references which will verify their qualifications for executing the work. RISLA shall the absolute right to determine contractor responsibility and responsiveness to this solicitation.

2. CONTRACT

The determination by RISLA of the successful bidder shall be subject to the execution of a written contract containing terms and conditions acceptable to RISLA. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Rhode Island.

3. SAMPLES

Samples when required shall be furnished free of expense to RISLA according to solicitation instructions or within 10 days of date of request. Samples shall be tagged with bidder's name and bid number. Samples not used or not destroyed in testing will be returned to the bidder upon request and at the bidder's expense after contract award. Cost of inspection or testing of samples, which prove not to meet specifications, shall be paid by the vendor.

4. TIE BIDS

In the purchase of supplies or service by RISLA, if prices and quality are deemed by RISLA to be equal, the tie will be resolved in the absolute discretion of RISLA.

5. REJECTION OF A BID

- a. Failure to observe these instructions and conditions will constitute grounds for rejection of a bid or removal from the list of bidders.
- b. Bids will be rejected if:

1. The acceptance period is limited to less than required by the solicitation (normally 90 days).

2. The bidder fails to submit requested samples within the time specified by RISLA.

3. The bid contains a minimum order/ship quantity or dollar value (unless called for in the solicitation).

4. The bid contains a prepayment and/or progress payment requirement (unless called for in the solicitation).

SECTION II – CONTRACT AWARD

5. The bid fails to include all appropriate elements of all addenda issues to the solicitation.

- 6. The bid contains terms and conditions which are in conflict with the solicitation, or that may be constructed as qualifying the bid.
- 7. The bid does not meet the terms and conditions of this solicitation or imposes terms and conditions not acceptable to RISLA.

6. DISCOUNTS

Award will be made on the basis of the net price or all items net price. When submitting bids or quotations, all discounts (any discounts, cash discounts, quantity discounts, combination of item discounts, all item discounts or any other form or combination of item discounts), shall be calculated by the bidder and reduced to a net unit price or, when requested, to an item net price. Discounts offered in any other form or time limit will not be considered in making the award.

7. AWARD

a. The award of the contract shall be made to the lowest, responsive and responsible bidder complying with all applicable requirements.

b. RISLA may accept or decline any item or group of items of any bid, whichever is in the best interest of RISLA.

c. Bidders agree that their bids are subject to acceptance at any time within 90 days after opening, unless otherwise stipulated in the solicitation.

d. RISLA may accept or reject any or all bids, parts of bids, and may waive informalities, technicalities and irregularities. The judgment of RISLA on such matters shall be final.

e. All correspondence, including notices of awards and purchase orders will be sent to the address appearing on the vendor's bid.

SECTION III – REFERENCES

1. Provide two (2) references from customers to whom you have supplied office furniture within the last three (3) years.

RISLA reserves the right to contact any reference to assist in the evaluation of the bid, to verify information contained in the bid, and to discuss the Firm's qualifications with any reference. By submitting its response to this solicitation, the vendor consents to such types of contact with references.

SECTION IV-POST AWARD

1. CONTRACT ASSIGNMENT

No portion of the operation or of any negotiated and executed contract and/or purchase order(s) for the contract may be sublet, subcontracted, or otherwise assigned by the vendor without the prior written consent of RISLA.

2. COST OF INSPECTION OR TESTING

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the vendor.

3. PAYMENT

The contractor shall invoice RISLA on a monthly basis or if payment is to be made by line item, when a single line item has been satisfactorily delivered complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice, whichever occurs last. All invoices shall show contract number, work performed and period of work. RISLA reserves the right to modify these terms should extenuating circumstances prevail.

4. TERMINATION FOR DEFAULT

In the event any property or service to be furnished by the contractor under a contract or purchase order should for any reason not conform to the requirements for this solicitation, RISLA may reject the property or service and terminate the contract for default. With specific instructions by RISLA, the contractor shall immediately remove the rejected property and replace with such property or services conforming to the requirements of this solicitation without expense to RISLA. If the contract is terminated for default, RISLA may procure such property or services from other sources and shall have the absolute right to deduct from any monies due to the contractor or that may thereafter become due to the contractor, the difference between the contract price and the actual cost of the property of service to be replaced or substituted.

5. TERMINTION FOR CONVENIENCE

RISLA reserves the right to terminate for convenience a contract awarded through this solicitation.

6. COMPLIANCE WITH APPLICABLE STATE, FEDERAL AND LOCAL LAW

The contractor shall at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes; comply with all applicable local, state and federal laws, ordinances, rules and regulations. The contractor shall maintain the licenses required in a current status after award and throughout the course of the contract.

SECTION V – OTHER

1. NONDISCRIMINATION

The contractor, by the submission of a bid or the acceptance of an order or contract, does agree that it shall not discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

2. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of RISLA to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in RISLA purchasing requirements.

3. STATE AND LOCAL BUSINESS PARTICIPATION

It is the intent of RISLA to assure that state and local businesses have an opportunity to participate in RISLA purchasing requirements to the fullest extent permitted under Rhode Island law.

4. DRUG FREE WORKPLACE

By submission of a bid, the bidder certifies that it will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the contractor's employees during the performance of the contract. The bidder also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug-free workplace requirements. False certification or violation of these requirements may result in suspension, termination of contract, or debarment of such bidder.

5. CERTIFICATION OF NONCOLLUSION

By submitting a bid the bidder certifies: "that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion nor fraud. That collusive bidding is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."

6. INDEMNIFICATION

It is expressly understood that any vendor and that said vendor will hold harmless Rhode Island Student Loan Authority, its officers, employees and agents from any loss, damage, expense or liability by reason of property damage, or personal injury of whatsoever nature or kind (including death) arising out of or in connection with the performance or construction and installation work pursuant to this bid or any special contract resulting from this bid by vendor occasioned by the negligent acts or omissions of employees, officers or agents of vendor.

SECTION V- OTHER

7. INSURANCE

The vendor shall purchase and maintain such insurance as will protect its employees under workmen's compensation acts and other employee benefit acts; from claims for damages because of bodily injury, including death; and from claims for damages to property which may arise out of or result from the vendor's acts or omissions, whether such acts or omissions be by vendor itself or by any subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified by RISLA, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the vendor's obligations under the contract to be executed pursuant to this Invitation for Bids.

8. AUTHORIZED OFFICIAL

It is agreed that all conditions of the bid shall be abided and that the person signing this bid is authorized to sign the bid for the bidder.

9. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or canceled, in whole or in part, or all bids are rejected, there shall be no liability on the part of RISLA for any costs incurred by bidders or potential bidders in relation to the solicitation.

10. REQUIREMENTS CONTRACT CLAUSE

This is requirements contract for Furniture. The quantities of furniture specified in the schedule are estimates only. There are no guarantees as to the amount RISLA will purchase over the time period stated, and therefore, will have no liability for non-purchase. More or less of the estimated quantity may be purchased.

11. PURCHASE ORDER

Delivery or performance shall be made only as authorized by purchase orders issued by RISLA.

12. DETERMINATION OF "OR EQUAL"

RISLA shall have the absolute right to determine if the products meet the "or equal" requirements in terms of quality and other form, fit, and functional needs.

13. RESTRICTION ON CONTACT WITH GOVERNMENT OFFICIALS

From the issue date of this solicitation until announcement of the successful bid, vendors may contact only the individual specified herein for the submission of questions regarding the solicitation. Vendors shall be disqualified if they contact any State official or employee, or any employee or member of the board of directors of RISLA regarding this solicitation prior to the award of a contract.

SECTION V-OTHER

14. RESTRICTION ON GIFTS

State law restricts gifts which may be given or received by RISLA employees and directors and requires certain individuals to disclose information concerning their activities with State government. Vendors are responsible to determine the applicability of these laws to their activities and to comply with the requirements. In addition, it is a felony offense to bribe or attempt to bribe a public official.

15. STATE CODE OF ETHICS

RISLA and its board of directors and staff are committed to maintaining the highest standard of ethics in the awarding of contracts. In accordance therewith the Authority requires that the Chief Executive Officer of the Firm certify the following: "Neither the Offeror nor any officer, employee, agent, representative or affiliate of the Offeror has given or offered or shall give or offer to any board member, employee, or representative of the Authority or to any family member of the foregoing, or to any business by which any of the foregoing persons are employed, or to any official of the State of Rhode Island who is subject to the State Code of Ethics, any gift, loan, political contribution, reward, or promise of future employment based on any understanding or expectation that the vote, official action, or judgment of the person would be influenced thereby, and, that no officer, employee, agent, representative, or affiliate of the Offeror shall have any direct or indirect nonincidental contact with any State officer or employee or with any member of the board of directors of the Authority during any period of time prior to the Authority's award of a contract, except at a public meeting of the board of directors of the Authority or at a meeting of a subcommittee of the board of directors."

Any violation of this Section 15 shall result in immediate disqualification of the Firm's proposal.

FURNITURE BID SCHEDULE

ITEM

UNIT

UNIT TOTAL

Appendix 1:

Design Intent:

- Walls Manufacturer: AIS Matrix
- Fronts Manufacturer: AIS
- Doors Manufacturer: AIS
- Demising Walls Manufacturer: AIS
- Desk Manufacturer: AIS Laminate, AIS Metal storage
- Seating Manufacturer: AIS
- Guest Seating Manufacturers: Design intent Muuto; National Whimsey

Dimensions

Office 1 – 8'5" x8'

- Walls: 82"H metal frames with Grade A segmented fabric and frosted glass tiles
- Fronts: Segmented frosted glass fronts
- Door: Pivot door, frosted glass
- Demising Walls: Top 2 positions segmented frosted glass, Grade A fabric to the floor
- Desk: Laminate 78x24 with grommet; 54x24 with grommet; metal BBF
- Seating: AIS Auburn

Office 2 & 3 - 8'6"x7'6"

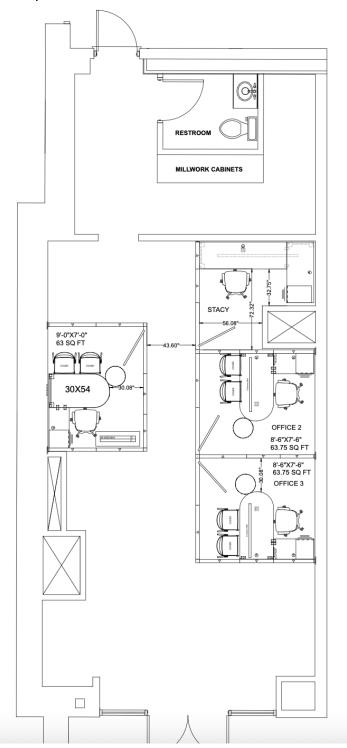
- Walls: 82"H metal frames with Grade A segmented fabric and frosted glass tiles
- Fronts: Segmented frosted glass fronts
- Door: Pivot door, frosted glass
- Demising Walls: Top 2 positions segmented frosted glass, Grade A fabric to the floor
- Desk: Laminate 60x30 D-Top, 16x36 return with grommet metal BBF
- Seating: AIS Auburn, (2) Muuto Cover Guest Wood Chair, (1) National Whimsy 18" vinyl upholstered mobile ottoman

Office 4: 9'x7'

- Walls: 82"H metal frames with Grade A segmented fabric and frosted glass tiles
- Fronts: Segmented frosted glass fronts
- Door: Pivot door, frosted glass
- Demising Walls: Top 2 positions segmented frosted glass, Grade A fabric to the floor
- Desk: Laminate 54x30 D-Top; 18x36 return with grommet and metal BBF
- Seating: AIS Auburn, (2) Muuto Cover Guest Wood Chair, (1) National Whimsy 18" vinyl upholstered mobile ottoman

Appendix 2:

2D Layout



Appendix 3:

