

**REQUEST FOR PROPOSAL**  
**For: Office Furniture Supply, Delivery, and Installation**

Navajo Arts and Crafts Enterprise (NACE) is soliciting a Request for Proposal (RFP) from firm or firms (Respondent) qualified to provide furniture, including delivery and installation services, for their offices, warehouse, and production facility at 47342 Highway 264 in Saint Michaels, Arizona. The spaces consist of three buildings approximately 5,237 square feet of office space. In the three buildings consists of private offices, systems furniture, conference room furniture, as well as various ancillary furnishings. NACE expects all furniture to be delivered and installed by October 12, 2018.

**Scope of Work**

This RFP contains multiple attachments to communicate the basis of design. Floor plans showing the intended furniture layout as well as private office and work station are set forth on Attachment A.

The Furniture Line Items in Attachment B represent the basis of design for this project. Respondent must satisfy the base bid in full in order for alternates to be considered. If a vendor wishes to propose furniture from alternate manufacturers or of alternate designs, such alternates must be submitted with the final RFP submission and must be indicated separately in a worksheet. Alternate furnishings must be equal or better quality in comparison to the base specification. To propose an alternate to the base bid, vendors must provide the following information regarding the proposed alternate:

1. Provide manufacturer, model, and pricing in columns within the worksheet.
2. Provide line-item breakdown (bill of materials) for all alternates proposed. This should cover individual attributes of each alternate including but not limited to finishes, upholstery grades, and model numbers.
3. Assuming the alternate is being proposed as a cost-saving opportunity, please provide overall project savings per line-item in the worksheet as a column.
4. Colored cut sheet/brochure of the proposed alternate.
5. A detailed description of how the proposed alternate is equal to the base bid specification, as well as, how it isn't. Any difference between the original specification and the proposed specification should be clearly outlined. Attach description directly to colored cut sheet & line-item breakdown.

The Respondent will be responsible for all aspects of procuring, ordering, shipping, receiving, inspecting, staging and installing the furniture. The office is accessible by a street-level entrance. Respondent shall notify NACE no later than two weeks prior to delivery and installation of the furniture, delivery notification shall be made to Elijah Muskett, Chief Executive Officer (CEO). Furniture delivery and installation must be carried out between 8:00 am and 5:00 pm on Monday through Friday or other times by mutual agreement. If for whatever reason the delivery is postponed beyond the target completion date of

October 12, 2018, the Respondent shall cover monthly storage costs for up to, but no more than one month.

Respondent will be responsible for supervising the performance of the Scope of Work, including performance by any furniture related subcontractors. Respondent is responsible for overseeing product orders, deliveries, installations, punch-lists, and reasonable cleanup activities. NACE CEO will conduct a final walk through upon completion of the project to ensure the furniture package is delivered and installed as anticipated by Respondent.

Once furniture order is complete, vendor will provide final furniture installation drawing (floor plan) in.pdf format to NACE for record.

Furniture quantities are determined in the scope of work and the Furniture Line Items (Attachment B). Additionally, the Respondent must agree to hold project pricing for the duration of one (1) year after project completion in the event Respondent finds they need to order additional pieces to supplement the floor plan. Upon award of the project, the successful vendor will work with the specifying designer to select any remaining finishes and upholsteries. Successful vendor shall provide a full set of color brochures for all lines specified to Respondent for record.

### **Proposal Requirements**

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

1. Company profile including legal name, company history, and organizational structure.
2. Names of all officers, directors, or partners of the firm.
3. Addresses of all offices of the firm.
4. Number of employees of the firm.

Experience and Resources:

1. Describe your firm and your capacity to provide the furniture items and related services described in the Scope of Work.
2. Identify specific members of the project team who will be providing services to NACE. Provide appropriate background information for each such person as well as contact information including e-mail address and telephone number.
3. Please provide at least three (3) references including a company name, contact name, e-mail address, and telephone number of organizations or businesses for which you have performed similar work within the past three years.
4. Please indicate in-house or contracted installation and service. If in-house, indicate number of installation/service staff. If contracted, please list contractor(s) and length of relationship(s) or volume of work completed within the past three years. Please also indicate estimated installation time for project layout.

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.

### **Furniture Specifications**

1. Provide completed Furniture Specification by model and brand. This should include any proposed alternates, as well as, discount structures and lead times for all proposed lines in the designated columns.
2. Provide a line-item breakdown featuring a full bill of materials, which includes each item listed on Furniture Line Items (Attachment B). This should cover individual attributes of each specified piece including, but not limited to finishes, upholstery grade, model numbers, and other notable features that could affect cost (i.e. arm type, casters, lumbar support etc.).
3. Provide manufacturer warranties for all proposed line items. The selected vendor shall be responsible for warranty labor for the time stated in the manufacturer's written warranty.

### **Cost Proposal**

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 cost proposal.

1. Provide a cost proposal for the Scope of Work using the furniture plans (Attachment A) and furniture line items (Attachment B). Include all costs for furniture, shipping, delivery (including all transportation, packaging, crates, containers, insurance, duty and brokerage charges), installation and clean-up (including the removal of non-recycling and recycling waste materials which includes, but is not limited to: dimensional and pallet wood, plastics, rigid foams, padding, and metals), related services and any other costs or fees that may be incurred in the performance of the Scope of Work. Delivery and Installation cost should be broken down as a separate line item.

### **Criteria for Selection**

Vendors are advised that only complete proposals for all line-items specified will be accepted. Partial or incomplete proposals will void the proposal in its entirety. Each proposal will be reviewed and a determination will be made based on the following factors:

1. Professional ability, capacity, and skill of the vendor to perform the work as outlined in Scope of Work
2. Ability to perform work within time constraints without delay or interference
3. Previous experience working in commercial office buildings
4. Ability to meet specifications set forth in the Scope of Work

5. Recommendations by references
6. Conformity to provided base specification
7. Availability of products
8. Cost

Please note: Proposals deviating from the basis of design described on Attachment A and Attachment B will be rejected. Alternates will be considered only after the basis of design is satisfied in full.

NACE may conduct interviews with one or more finalists to determine the successful vendor. NACE's objective is to award the proposal to one vendor. That said, NACE reserves the right to make awards to multiple vendors on an item-by-item or item group basis. All parties responding to this RFP do so at their own expense. NACE assumes no responsibility or liability for costs associated with responding to this RFP.

Through this RFP, NACE has not committed to undertaking the work set forth. NACE reserves the right to reject any and all proposals (wholly or in part), to call for new proposals, amend scope of services, or to enter into negotiations with one or more respondents if NACE deems it is in their best interest. NACE reserves the right to make those decisions after receipt of responses. NACE's decision on these matters is final.

NACE may at any time during the evaluation process seek clarification from Proposers regarding any information contained within their proposal.

Any attempt by a Respondent to contact a member of NACE staff or NACE Board of Directors outside the RFP process, in an attempt to gain knowledge or an advantage, may result in disqualification of Respondent.

### **Instructions and Notifications to Proposers**

1. Respondents are advised to carefully review all sections of this RFP and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals that depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing and/or submitting a proposal in response to this RFP or to provide oral or written clarification of its content shall be borne by the Respondent. NACE assumes no responsibility for such costs.
4. Proposals are considered to be irrevocable for a period of not less than 120 days following the date set for submission of Respondent proposals.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

6. Proposals misdirected to other locations, or that are otherwise not present at the NACE by the submission deadline for any cause will be determined to be late and will not be considered.
7. All proposals should identify the Respondent's proposed team, including those employed by subcontractors, if any, along with respective areas of expertise and relevant credentials. Respondents should also provide a delineation of the portion of the scope of work for, which each of these professionals will be responsible.
8. All proposals should include a completed W-9, downloadable from [www.purchasing.ri.gov](http://www.purchasing.ri.gov)
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds and made at the discretion of NACE.
10. Awarding this RFP is based on the Evaluation Criteria set forth in this RFP. Respondents are advised, however, that all materials and ideas submitted as part of this proposal and during the performance of any award shall be the property of and owned by NACE and will not be returned to the Respondent.
11. This RFP is confidential and for the sole use for this proposal. The Respondent agrees:
  - a. Not to disclose, copy or distribute this RFP in whole or in part to persons other than its employees and agents who are authorized by nature of their duties to receive such information,
  - b. To return any confidential or proprietary materials upon request by NACE,
  - c. Not to use any information in this RFP or any other materials related to the business affairs or procedures of NACE, and/or any affiliates for proposer's advantage of any other purpose, other than in performance of this RFP, and
  - d. Respondents must recognize and acknowledge that the entities herein operate in a competitive and sensitive business environment and, for that reason, all parties expect this RFP to be treated as confidential.
12. Any verbal contracts or arrangements made by Respondent with any employees of NACE and/or the Navajo Nation will not be valid unless superseded by a written contract approved by NACE.
13. NACE reserves the right to amend or cancel this RFP, at any time, for any reason.
14. The hardcopy submission of the proposal will prevail in the case of a discrepancy between the electronic and hardcopy versions of the documents.
15. Proposals are subject to rejection in whole, or in part, if they limit or modify any of the terms and/or specifications of the RFP.
16. This RFP is not an offer to enter into a contract, but is merely a request for information. Expenses incurred in responding to this RFP are the responsibility of the Respondent. NACE reserves the right to modify, reject, or use without limitation any or all of the ideas from the submitted information.
17. The Respondent acknowledges and agrees that, if a contract is awarded, the services provided or performed within the territorial jurisdiction of the Navajo Nation are subject to the Navajo Sales Tax, which is currently 6% of gross receipts (24 N.N.C. §601 et seq.).
18. The Respondent acknowledges and agrees that, if a contract is awarded, it shall be governed by the laws of the Navajo Nation.

19. Nothing set forth in this RFP shall be considered a waiver, expressed or implied, of the sovereign immunity of the Navajo Nation or NACE, except to the limited extent provided in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §551 et seq.
20. The Respondent acknowledges and agrees that if a contract is awarded it will be subject to the following arbitration provision or something similar:

Negotiation. The Parties shall endeavor to resolve claims, disputes and any other matter in question between them first by informal good faith negotiation, which negotiation period shall not exceed thirty (30) calendar days, commencing as of the receipt by either Party of the other Party's "Notice to Invoke Dispute Resolution Procedures."

Arbitration. If the negotiation provided for above does not result in resolution of the Parties' dispute within thirty (30) calendar days of commencement of negotiation, then, unless the Parties agree in writing to extend the time for negotiation, either Party may invoke arbitration according to the procedures referenced in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. § 554 J and § 554 K, and as set forth in the Navajo Nation Arbitration Act, as amended, at 7 N.N.C. §§ 1101 et seq. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent such rules are modified by the following:

- a) unless otherwise agreed to in writing by the Parties, all arbitration procedures shall be held in Window Rock, Arizona; and,
- b) the arbitration shall be conducted by a single arbitrator selected by NACE, unless one of the Parties' claims exceeds \$500,000.00, exclusive of interest, costs, and fees; in the case of a claim exceeding \$500,000.00, the arbitration shall be conducted by a panel consisting of three (3) arbitrators, with one each chosen by each Party, with the two arbitrators choosing the third; at least one arbitrator shall possess at least ten (10) years of experience in Indian Law; and,
- c) notice of intent to invoke arbitration shall be filed in strict compliance with the notice requirements of the Navajo Sovereign Immunity Act, at 1 N.N.C. § 555; and,
- d) whether as a result of an arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, any award against the Navajo Nation shall be in strict conformance with the provisions of 1 N.N.C. § 554 K 1-6; and,
- e) whether in the context of an arbitration proceeding as provided for herein, or in any judicial action to enforce an arbitration award resulting from said arbitration proceeding, the laws and regulations of the Navajo Nation shall exclusively govern the interpretation of this Contract, the arbitration provisions herein, the arbitration procedures conducted pursuant thereto, and the application of all provisions herein to the Selected Firm, except that if no Navajo Nation law governs a particular

issue in dispute, then the applicable laws of the State wherein the primary performance of this Contract occurs shall govern that issue only; and,

- f) pursuant to 7 N.N.C. § 1102 and § 1104, the appropriate Navajo Nation District Court shall have exclusive jurisdiction only to (1) enforce, modify, or vacate an arbitration award resulting from such arbitration proceeding or to (2) compel the NACE's participation in an arbitration proceeding; and,
- g) both Parties hereby expressly waive their right to recovery from the other Party of any attorneys fees or costs for an arbitration proceeding.

### **Proposal Submission**

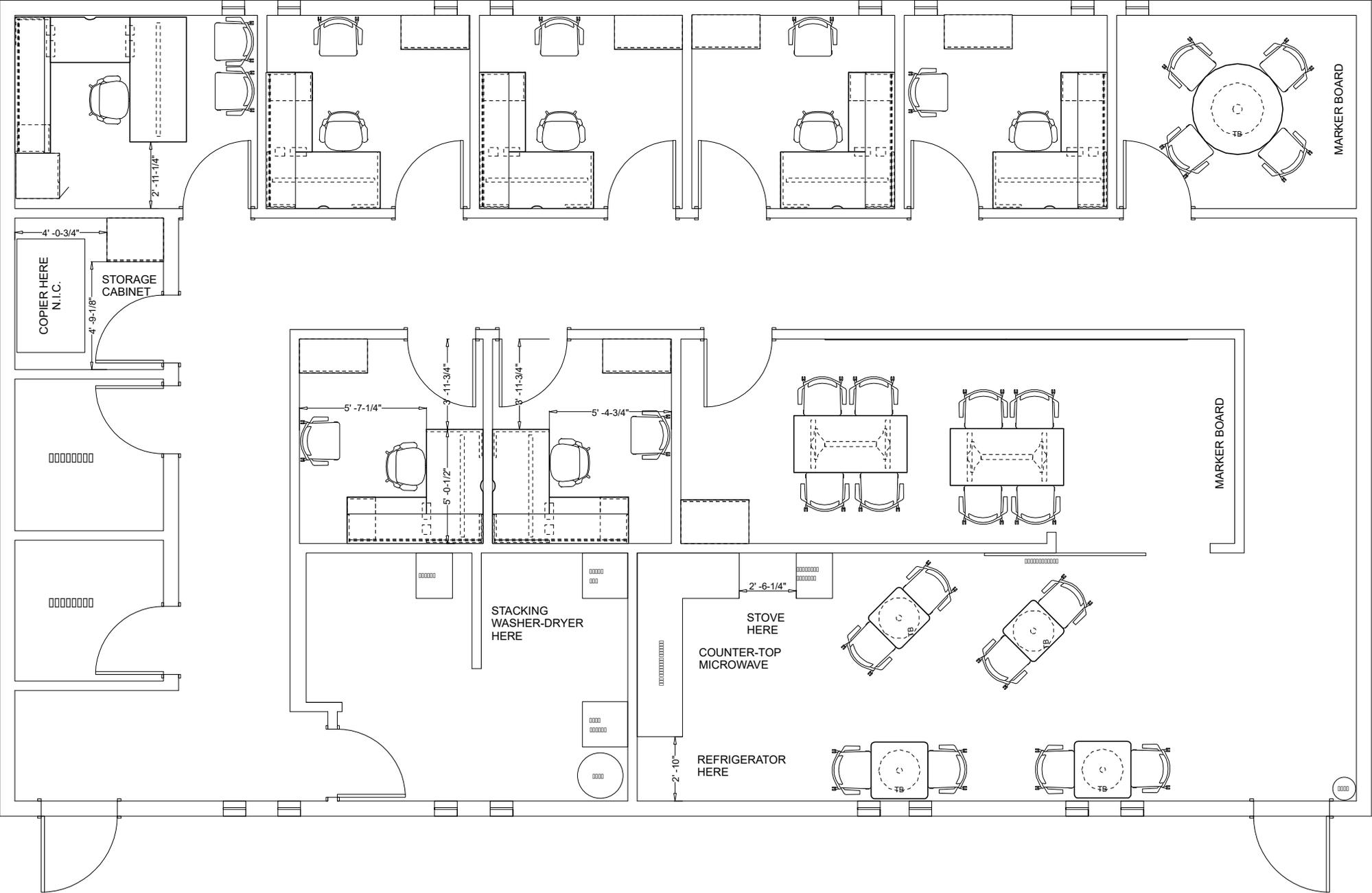
Response to this RFP is due Friday, August 17, 2018 at 2:00pm. One (1) electronic PDF version and six (6) printed copies of the complete proposal must be mailed or hand-delivered in a sealed envelope marked:

Navajo Arts and Crafts Enterprise  
Attention: Elijah Muskett RFP 7-001  
PO Box 160  
Window Rock, Arizona 86515

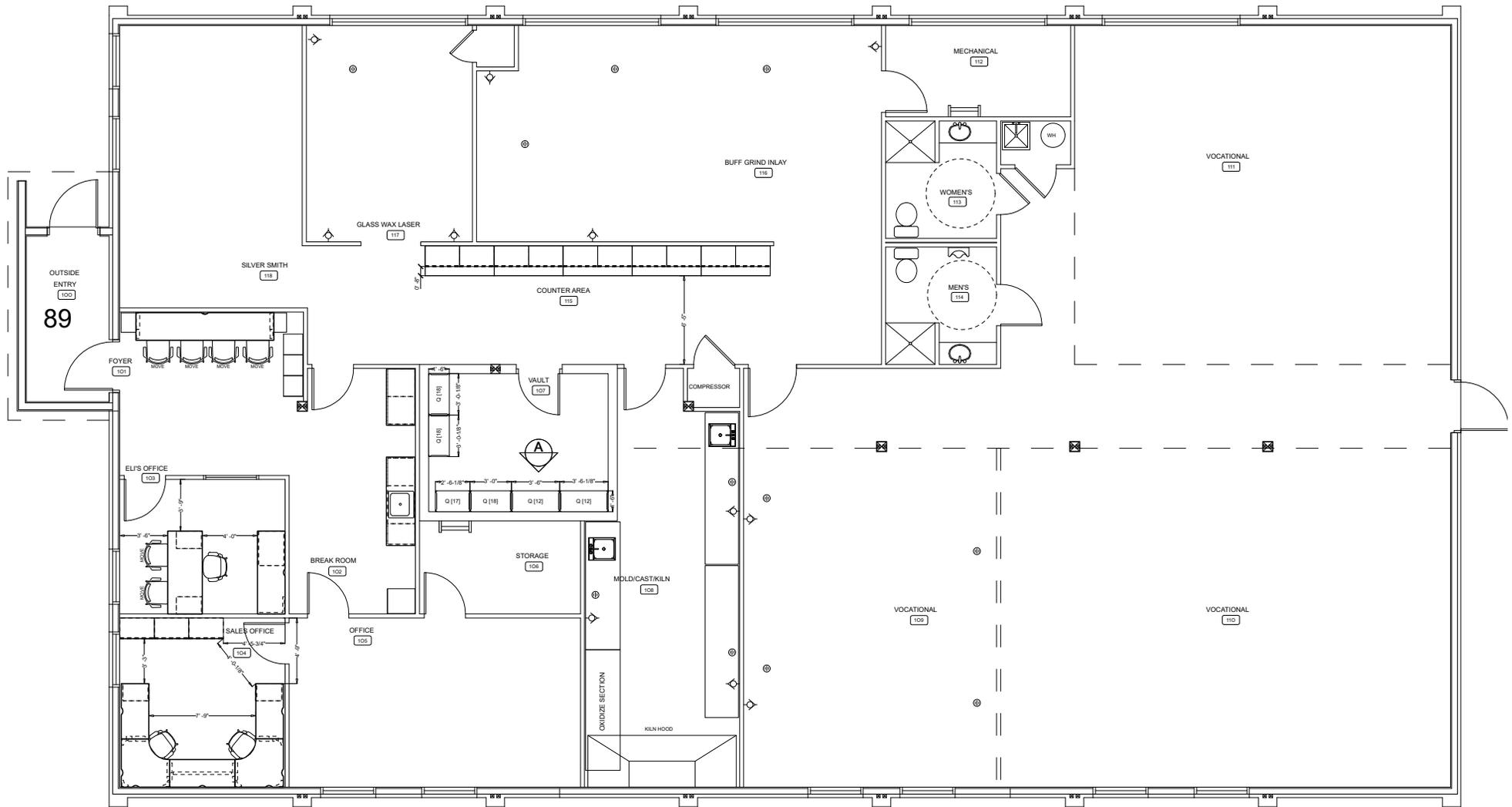
Note: Late responses via phone, electronic submission and/or hand-delivery will not be accepted.

Any questions or concerns regarding this RFP should be directed to Elijah Muskett via email [emusnett@navajoartscrafts.com](mailto:emusnett@navajoartscrafts.com) no later than 2:00 pm on Friday, August 17, 2018.

# EXHIBIT A - PROCUREMENT BUILDING



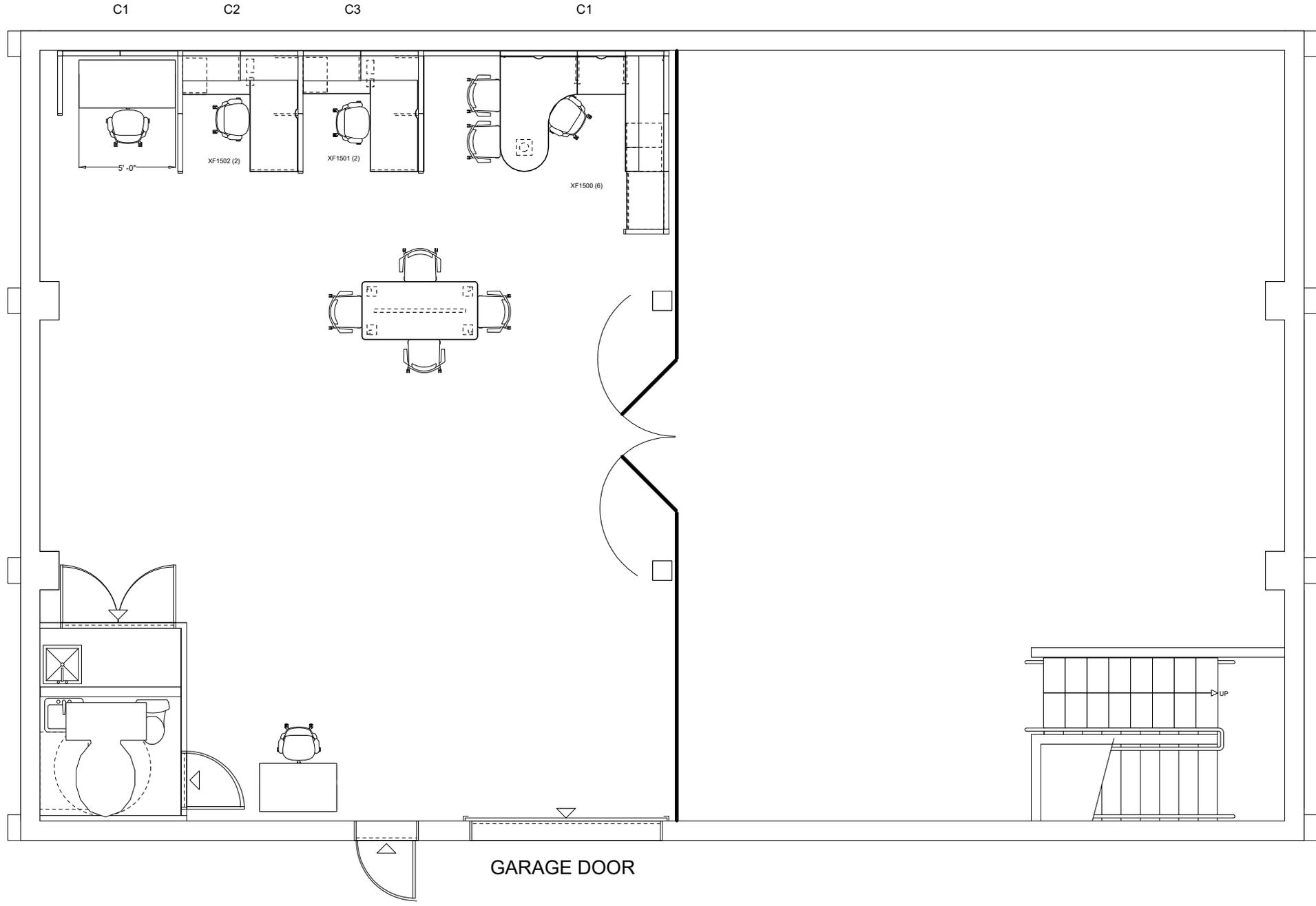
# EXHIBIT A - PRODUCTION



Scale: 3/32" = 1'

# EXHIBIT A - WAREHOUSE

## BASEMENT



# EXHIBIT B

NAVAJO NATION ARTS & CRAFTS ENTERPRISE		
FURNITURE LINE ITEMS		
<b>Administration Building</b>		
<u>Furniture Item</u>	<u>Quantity</u>	<u>Location</u>
Tables (to accommodate 8)	2	Breakroom #12
Side Chairs	8	Breakroom #12
Refrigerator	1	Breakroom #12
Countertop Microwave	1	Breakroom #12
Electric Range	1	Breakroom #12
Flip Top Tables (to accommodate 8)	2	Buyers Conference Rooms #10
Work Chairs with arms	8	Buyers Conference Rooms #10
Storage Cabinet	1	Buyers Conference Rooms #10
Large Markerboard	1	Buyers Conference Rooms #10
Merchandising Display racking - 16 ft. <i>(includes peg hooks for slatwall, hat display and clear slatwall shelves)</i>	1 lot	Buyers Conference Rooms #10
Round table (to accommodate 4)	1	Small Conference Room #7
Side chairs	4	Small Conference Room #7
Markerboard	1	Small Conference Room #7
Desk and Return	6	Private Office #3, #4, #5, #6, #8, #9
Overhead Storage	6	Private Office #3, #4, #5, #6, #8, #9
Task Light	6	Private Office #3, #4, #5, #6, #8, #9
Drawer Storage	6	Private Office #3, #4, #5, #6, #8, #9
Guest Chair	6	Private Office #3, #4, #5, #6, #8, #9
Ergonomic Task Chair with 3D Knit back and soft casters	6	Private Office #3, #4, #5, #6, #8, #9
Combination Cabinet <i>(with 2 file drawers on bottom and 3 high storage cabinet on top)</i>	6	Private Office #3, #4, #5, #6, #8, #9
Wire Management, power and USB access to desk top area	6 sets	Private Office #3, #4, #5, #6, #8, #9

# EXHIBIT B

<b>Administration Building - (continued)</b>		
<u>Furniture Item</u>	<u>Quantity</u>	<u>Location</u>
U-shape Desk configuration with Overhead Hutch	1	Manager's Office #2
Drawer Storage	1	Manager's Office #2
Guest Chairs	2	Manager's Office #2
Ergonomic Task Chair with 3D Knit back and soft casters	1	Manager's Office #2
Task Light	1	Manager's Office #2
Storage Tower 65"h (to include 4 file drawers and 1 lift up door with Wardrobe Storage)	1	Manager's Office #2
Locking Storage Cabinet, 40" high with laminate top	1	Copier Room #1
Stacking Washer/Dryer Combination Unit, electric	1	Room #11
Carpet Entry Way System	1 lot	From front door and through the Buyer's Conference Room
<b>Production Office</b>		
<u>Furniture Item</u>	<u>Quantity</u>	<u>Location</u>
Touch-down area	4	Foyer #101
Gas Range	1	Breakroom #102
Microhood	1	Breakroom #102
Desk	1	Manager's Office #103
Credenza	1	Manager's Office #103
Side Guest Chairs	2	Manager's Office #103
Ergonomic Task Chair with 3D Knit back and soft casters	1	Manager's Office #103
Work Area for 2 people	2 sets	Sales Office #104
Combination Cabinet (with 2 file drawers on bottom and 3 high storage cabinet on top)	3	Sales Office #104
Large Tackboards	2	Sales Office #104
Ergonomic Task Chairs with 3D Knit back and soft casters	2	Sales Office #104

# EXHIBIT B

<b>Production Office (continued)</b>		
<u>Furniture Item</u>	<u>Quantity</u>	<u>Location</u>
Adjustable Steel Shelving 18" deep x 96" high	6 Units	Vault #107
40" high Storage Cabinets (locking) with overhang laminate top	10	Counter Area #115
LED Freestanding Lights	12	Counter Area #115
<b>Warehouse Building</b>		
<u>Furniture Item</u>	<u>Quantity</u>	<u>Location</u>
<u>Heavy-duty Mobile Bench 60 x 30</u> Standing height with casters <i>(to include adjustable shelf in 1" increments, integrated cable management, comfort edge on front surface, 4" casters (300 lbs))</i>	1	Warehouse Open Area
<u>Heavy-duty Mobile Bench 48 x 30</u> Standing height with casters <i>(to include adjustable shelf in 1" increments, integrated cable management, comfort edge on front surface, 4" casters (300 lbs))</i>	1	Warehouse Open Area
Ergonomic Stools with 3D Knit back and soft casters	2	For each Mobile bench
Conference Table with casters to accommodate 4	1	Meeting Area (near workstations)
Chairs with soft casters	4	Meeting Area (near workstations)
<u>Manager Workstation</u> - U-shape configuration with penninsula top, powered panels, overhead storage, (2) pedestal files, task light, tackboard.	1 set-up	Along corner wall - Warehouse Open Area
Markerboard - 72" wide	1	Manager Workstation
Guest Chairs	2	Manager Workstation
Ergonomic Task Chair with 3D Knit back and soft casters	1	Manager Workstation
<u>Employee Workstations</u> - L-shape configuration, powered panels, (1) pedestal file, overhead storage, (1) shelf, task light, tackboards	2 set-ups	Along wall - Warehouse Open Area
Ergonomic Task Chair with 3D Knit back and soft casters	2	Employee Workstations
<u>Powered Workstation</u> - to house (1) Heavy Duty Mobile Bench	1	Along Wall next to Employee Workstations

# EXHIBIT B

<b>Warehouse Building (continued)</b>		
<u>Furniture Item</u>	<u>Quantity</u>	<u>Location</u>
<u>Notes for Workstations:</u>		
All panels are 66" high. Exterior and Interior Skins should be steel.		
Provide tackable surface above the workstation area.		
All storage items should lock.		
Power strips should include USB outlets.		
<u>Caged Fencing -</u>		
	1 lot	Warehouse - caged area
Approximately 37' of 8' tall 9-gauge chain link fencing.		
Terminal posts will be plated 2-7/8" AP40 pipe. Line posts will be plated 2-3/8" AP40 pipe, spaced 8' on center. Top Rail and middle brace will be 1-5/8" AP40 pipe. One 8' wide double gate x 8' tall and (1) 5'wide x 8' tall single gate is included.		
<u>Technical Product Specification</u>		
a. Product should offer a lifetime warranty that is free from defects in materials and workmanship (includes shipping, parts and labor for the repair or replacement of defective item). The following lifetime warranty exceptions are allowed:		
i. Laminates and wood veneers have a minimum 12-year warranty. •Modular power components have a minimum 12-year warranty. •Vertical surface textiles have a 12-year warranty.		
ii. Paint colorfastness has a 5-year warranty.		
iii. Markerboards have a 3-year warranty.		
iv. Complete warranty coverage is available online or upon request. •Product line is warranted for 24/7 application.		
<u>Environmental Features – Materials Chemistry:</u>		
i. Reduced VOC emissions by using water-based adhesives.		
ii. Offers PVC-free power components to avoid potential long-term human and environmental impacts that have been associated with the manufacturer and future disposal of PVC.		

# EXHIBIT B

b. Certifications: Furniture is certified to meet the emissions requirements of the California DPH Standard Practice for the Testing of Volatile Organic Emissions from Various Sources-2004 (CA Section 01350) and ANSI/BIFMA x7.1 Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture Systems and Seating using either the open plan or private office exposure scenarios defined in ANSI/BIFMA m7.1 Standard Test Method for Determining VOC Emissions from Office Furniture Systems, Components and Seating. Testing is conducted in accordance with ANSI/BIFMA M7.1. Certification is provided by an organization independent of the manufacturer as well as from the testing laboratory, in accordance with the requirements of ISO/IEC Guide 65 General requirements for bodies operating product certification systems. This certification requirement must meet Gold Certification for indoor air quality.

Panel Skins:

- a. Must offer Tackable and Laminate
- b. Solid Steel skins as a Standard Offering