



2500 NE 65 Avenue, Vancouver, WA 98661 | T 360 750 7500 F 360 750 9706 TDD 360 750 7510

## Memorandum

**To: Joseph Freund (Global Industries)**  
**From: Joe Shorthouse**  
**Date: August 20, 2009**  
**Subject: Final Award Notice for ITB # ESD112-P2-09**

Congratulations, there were no bid protests against the Invitation to Bid for School Furniture and Related Products Bid #ESD112-P2-09. Therefore, I am sending you an electronic copy of the signed Offer and Acceptance Agreement for your records.

The first initial step in launching the newly awarded contract is having the outside sales representative(s) from Global Industries contact me directly by e-mail, and schedule a meeting to review the contract terms and conditions. Please see my e-mail address below.

Any questions regarding this Final Award Notice should be submitted via e-mail to [joe.shorthouse@esd112.org](mailto:joe.shorthouse@esd112.org). Thank you.



# **EDUCATIONAL SERVICE DISTRICT 112**

## **SCHOOL FURNITURE AND RELATED PRODUCTS**

### **Invitation to Bid (ITB)**

**BID NO. ESD112-P2-09**

**June 5, 2009**

***- Deadline to Respond -  
July 8, 2009  
5:00 p.m. PST***

# Invitation to Bid (ITB)

## SCHOOL FURNITURE AND RELATED PRODUCTS

### Bid No. ESD112-P2-09

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June 5, 2009

## Invitation to Bid (ITB)

Bid No. ESD112-P2-09

### Notice to Manufacturers, Resellers and Distributors of SCHOOL FURNITURE AND RELATED PRODUCTS

Notice is hereby given that the Purchasing Department at Educational Service District 112 (ESD 112), Vancouver, Washington, shall receive formal sealed bids on school furniture and related products. Bids shall be submitted to the Purchasing Department at Educational Service District 112, 2500 NE 65<sup>th</sup> Avenue, Vancouver, WA 98661 by 5:00 p.m. on July 8, 2009. Bids shall be opened and publicly read on July 9, 2009 at 9:00 a.m. at ESD 112. All interested persons are entitled to attend the bid opening.

This Invitation to Bid and all Bid Forms has been posted on ESD 112's web site and published in newspapers of general circulation pursuant to applicable laws. Bid Requirements, Scope of Work, Technical Specifications, Terms and Conditions, and other pertinent information about this Invitation to Bid can be downloaded at the following web site beginning on June 5, 2009:  
<http://www.esd112.org/procurement>.

ESD 112 reserves the right to reject any or all bids, to waive informalities or irregularities, and to accept only such bids or portion of any bids as may be to the best interest of ESD 112, school districts and purchasers, or to reissue the Invitation to Bid.

\*Bids shall be sealed and marked as follows:

**CONFIDENTIAL: DO NOT OPEN  
SEALED BID ENCLOSED  
CONTRACT NO. ESD112-P2-09  
ATTENTION: BID ADMINISTRATOR  
ESD 112 PURCHASING DEPARTMENT**

Bids shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Bidder as well as the designation of the contract. Bids forwarded by U.S. Mail shall be sent first class to the address listed below. Bids forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**Bids shall be submitted to:**

**EDUCATIONAL SERVICE DISTRICT 112  
PURCHASING DEPARTMENT  
2500 NE 65TH AVENUE  
VANCOUVER, WA 98661-6812**

This Invitation to Bid and all of its associated documents are owned and copyrighted by Educational Service District 112 in Vancouver, Washington.

Please review and follow the information and instructions contained in the Invitation to Bid. Should you need additional information, please e-mail [joe.shorthouse@esd112.org](mailto:joe.shorthouse@esd112.org).

# ITB Event Schedule

Bid No. ESD112-P2-09

<u>Date</u>	<u>Event</u>
Friday, June 5, 2009	ITB Release Date
Monday, June 22, 2009	Voluntary Pre-Bid Review Meeting at 2:00 p.m. PST Meeting will be Held at : Skamania Room Educational Service District 112 2500 NE 65th Avenue Vancouver, WA 98661
Wednesday, July 1, 2009	Last Day for Electronic Responses to ITB Questions
Wednesday, July 8, 2009	Bids are Due by 5:00 p.m. PST
Thursday, July 9, 2009	Public Bid Opening at 9:00 a.m. Meeting will be Held at : Skamania Room Educational Service District 112 2500 NE 65th Avenue Vancouver, WA 98661
July 10 – July 27, 2009	Bid Evaluation Period (Estimated)
Aug 3, 2009	Award Contract(s) to Bidders (Estimated)

- The ITB Event Schedule is subject to change. Any change to the Event Schedule or Addenda shall be published on the ESD 112 web site at <http://www.esd112.org/procurement>.
- The Pre-Bid Review Meeting is not mandatory and its sole purpose is to review and answer questions taken from potential Bidders for this bid. Please read the entire ITB bid package prior to attending the meeting and be prepared in advance with any questions regarding the contents within the ITB.

## REQUEST FOR CLARIFICATION ABOUT THIS INVITATION TO BID:

Upon release of this Invitation to Bid, all Bidder communications regarding this Bid shall be in writing and directed to the Bid Administrator in an e-mail addressed to [joe.shorthouse@esd112.org](mailto:joe.shorthouse@esd112.org). Unauthorized contact regarding the Invitation to Bid with other ESD employees, school district personnel, consultants and members of ESD 112's governing board may result in disqualification. Any oral communications shall be considered unofficial and non-binding on ESD 112. Bidders should rely only on written statements issued by the Bid Administrator. Responses to verbal requests for information or clarification shall be considered unofficial until confirmed in written Addenda. All responses to inquiries, clarification statements, and written Addenda shall be available on the ESD 112's web site for review by all interested Bidders.

- Bidders shall promptly notify the Bid Administrator of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents. All Bidders shall thoroughly familiarize themselves with bid requirements and instructions and submit to the Bid Administrator any concern (in writing) no later than seven (7) calendar days prior to the date for receipt of the Bids. The submittal of a bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory.
- Any substantive interpretation or correction or any change of the Bid documents shall be made by written Addendum. Addenda shall be made available on the ESD 112 web site at <http://www.esd112.org/procedurement>. Interpretations or corrections of, or changes to the Bid documents made in any other manner shall not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- It is the Bidder's responsibility to check the ESD 112 web site for Addenda changes.

### AUTHORIZATION:

Educational Service Districts (ESD's) in the state of Washington are political subdivisions of the state that are organized under and operate in accordance with state statutes. Chapter 28A.310 of the Revised Code of Washington (RCW) is the primary statute that governs ESD's. Chapter 28A.310 authorizes ESD's to enter into contracts and to establish "joint purchasing programs". ESD 112 has established a joint purchasing program and solicits bids for contracts that ESD 112, schools, educational and public organizations and other authorized agencies to purchase from.

### BACKGROUND INFORMATION:

Educational Service District 112 is soliciting these bids and awarding contracts for educational and public organizations in the state of Washington and Oregon. The intent of this bid is to establish competitive low cost prices for K-12 school furniture and related products. Educational Service District 112 is an essential partner to 30 public school districts, 215 schools, 23 private schools, and two state schools in our region. Our 300 programs and services range from the nation's largest science materials and teacher development program, to the state's only full-service Special Education Cooperative, and from a network of 27 Child Care and Early Learning Centers to a school facilities construction management service. ESD 112 helps schools maximize resources and save money, providing a greater return on every dollar invested.

Educational Service District 112 Construction Service Group (CSG) is in its 14th year of providing construction-related services to school districts, managing over \$2.0 billion in value and 5 million square feet in area during that time. We have provided services to over 70 of Washington's 296 school districts.

With the ESD 112 office residing in Vancouver, Washington, the emphasis of this Invitation to Bid is to serve the purchasing requirements of educational and public organizations in the state of Washington and Oregon, and to also increase the purchasing power by making the contract available to all eligible public agencies in any state that wishes to utilize the contract by "piggy-backing." It is the responsibility of the Awarded Bidders and Purchasers to determine whether they are in compliance with state laws and regulations that require competitive bidding and authorize "piggy-backing."

## INSTRUCTION TO BIDDERS:

- **Contact Information.**  
Technical or programmatic questions about Bid No. ESD112-P2-09 can be directed to the Bid Administrator via e-mail [joe.shorthouse@esd112.org](mailto:joe.shorthouse@esd112.org).
- **Following Directions.**  
Following directions in submitting a bid is an indicator of a Bidder's responsiveness to this Invitation to Bid. Bids that are not submitted in accordance with the bid submission requirements and instructions may be rejected.
- **Clarity of Responses.**  
Bidders shall respond to all bid submission requirements with direct, concise and complete data and information, avoiding ambiguity.
- **Careful Planning of Submission.**  
Bidders are advised to plan the submission of their bids well in advance of the deadline, to avoid unanticipated delivery problems that are out of the control of the Bidder or the Bid Administrator. Such delays could be caused by postal problems, delayed delivery and transportation vehicles, and unfavorable weather conditions. The ESD 112 shall not be responsible for any late submissions, and reminds Bidders to avoid potential delivery problems by submitting their bids early. Bids that are received at ESD 112 after the deadline for submission shall be rejected.

## PURCHASERS UNDER THIS CONTRACT:

State laws permit or encourage cooperative purchasing contracts based on an expectation that a procured bid and contract shall result in a highly competitive price for school furniture and related products. Because of its scope and scale, the ESD cooperatively procured bid and contract may be used by hundreds of educational organizations as a means to purchase school furniture and related products at a price that they would unlikely be able to achieve on their own.

ESD 112 is soliciting bids for school furniture and related products on behalf of K-12 educational agencies, including public school districts, nonpublic schools, vocational and technical schools, state approved private and charter schools and institutions. Schools, districts, colleges and universities, state departments of education, and other public agencies in the states of Washington and Oregon or in other states that authorize "piggy-backing" may purchase from the ESD contract without purchasing a membership. All such organizations are advised to check their governing laws and to obtain their own legal counsel to determine eligibility for purchasing products from the ESD contract.

While the primary goal of this Bid is to achieve best pricing for educational organizations, the intent is to extend the contract to other public organizations, where permissible by statute or regulation. It is the responsibility of the Awarded Bidders and Purchasers to determine whether they are in compliance with this agreement, state laws and regulations.

## ELIGIBLE BIDDERS:

For consideration, Bidders shall be authorized manufacturers, distributors or resellers who are able to carry out the scope of work, technical specifications and the general terms and conditions of this contract. Bidders shall be authorized to sell school furniture and other furniture related products to any public school districts, private schools, public agencies, vocational and technical schools or educational service districts in the state of Washington and Oregon, but also to other public organizations in other states, where permissible by statute or regulation.

## SCOPE OF WORK:

The intent of this Invitation to Bid is to solicit unbundled prices from manufacturers or their authorized resellers or distributors of School Furniture and Related Products. Educational Service District 112 is soliciting bids that exclude: design, consultation, installation, extra handling or any other unrelated charges for a “product only” bid. Bidders shall bid on each manufacturer’s entire catalog of product line(s). this includes: auditorium, cafeteria, classroom, seating, storage, library-media, office and other related furniture products that may be awarded. Multiple brands of school furniture and related products will be awarded with the award being granted to the bidder that provides the lowest net bid prices on each manufacturer’s entire product line.

A manufacturer’s product categories shall mean: auditorium, cafeteria, classroom, bleacher, seating, storage, library-media, music, office, science and other school furniture related product lines from a local, national or international manufacturer.

All items offered in this Invitation to Bid must be new, unused and the most current design and product lines. This bid is seeking unique “product lines” to equip classrooms, libraries - media, cafeterias, seating, storage, office and other related furniture products in this Bid. While the following is a sample list of manufacturers and product lines requested, Bidders can submit bids for product lines by other manufacturers for school furniture and related products.

### Product Categories:

- Auditorium
- Aluminum Choral / Risers
- Bleachers / Stadium Seating
- Cafeteria Furniture
- Classroom Furniture
- Computer Technology / Lab
- Early Learning
- Library / Media Furniture
- Lockers / Gym
- Music Furniture
- Office Furniture – Metal / Wood / Executive
- Lounge / Reception Furniture
- Outdoor Furniture
- Partitions / Wall Dividers
- Seating / Tables Lines
- Science / Shop Furniture
- Storage / Handling / Filing Products

### Manufacturer / Product Lines:

- Academia
- Adden
- AllSteel
- American Seating
- Am Tab
- Artco Bell
- Balt
- Bio-fit
- Community
- Hermann Miller
- HON
- Jasper
- KI
- Orion
- OrcaBoard
- National Public Seating
- Norco
- Royal Seating
- Sedia
- Scholar Craft
- SICO
- SIS
- Sit On It
- Smith
- Southern Aluminum
- Steelcase
- Stage Right
- Sunway
- Texwood
- Virco
- Wenger

## **1.0 CONTRACT REQUIREMENTS:**

1.1 The Invitation to Bid will be issued to cover the School Furniture and Related Products requirements only for Educational Service District 112, and educational or public organizations that have the legal authority to “piggyback” from the ESD 112 call for bids.

1.2 Bidders are required to use the bid forms provided in this bid. A bid will be considered non-responsive if the required bid forms are not used.

## **2.0 CONTRACT PERIOD:**

2.1 Each Bidder(s) contract shall be valid for one (1) year from Aug 3, 2009 through Aug 1, 2010. Each contract may be renewed for four (4) one (1) year periods through negotiated extensions between the Awarded Bidder and ESD 112 Bid Administrator. Negotiation must be initiated no later than sixty (60) days prior to the termination of the current agreement.

## **3.0 PRICES:**

3.1 Bidders shall provide a highly competitive volume discount price tier schedule(s) for school furniture and related products using (Attachment A) on the entire manufacturer's product line(s). Bid prices shall not include any charges for design, consultation, installation or any other services. This is a "product only" bid. Bidders can offer greater discounts for each higher dollar volume discount price tier(s) that result in lower net bid prices. Bidders that do not offer discounts on all price tiers, or do not supply the entire manufacturer's currently published product and price lists with their bid, and include charges for design, consultation, installation, or any other service, are non-responsive and the bid(s) will be rejected.

3.2 A copy of the entire manufacturer's currently published product and price list(s) for school furniture and related products must be supplied in (MS Excel format) from which Bidders must clearly identify the manufacturer, product line, part number, item description, base price, discount percentage, and net bid price.

3.3 Price or discount changes must be submitted to the Bid Administrator in writing for consideration which includes the proposed price or catalog change(s) or manufacturers' discount structure change. Updated catalogs shall be supplied in advance to the Bid Administrator before any price or catalog change(s) shall be allowed. Prices and discounts will remain firm (no price adjustments) and include all charges for the first six (6) month period following the contract award date.

3.4 ESD 112 reserves the right to grant or reject any proposed price adjustment request that is not in the best interest of ESD 112 and its Purchasers.

3.5 No fuel surcharges or service fees shall be charged to any Purchaser under this Contract.

3.6 Large volume purchases may warrant special pricing. Bidders are allowed to offer a more competitive discount price structure to Purchasers beyond the threshold of \$750,000 under this bid.

## **4.0 SHIPPING TERMS:**

4.1 A packing list must be furnished with each shipment that includes Purchasers name, purchase order number, contact number, quantity and other content information.

4.2 Awarded Bidders agree that shipping errors will be at the expense of the Bidder. For example, if a Bidder ships a product to a Purchaser that was not ordered, it is the responsibility of the Bidder to pay for return mail or shipment, at the convenience of the Purchaser.

## **5.0 ADMINISTRATION FEE:**

5.1 Awarded Bidders shall remit to ESD 112 a current mandatory quarterly Sales Report and a Contract Administration Fee for all sales realized or generated under or as a consequence of this ESD 112 contract. The fee shall be included in the bid price or volume discount percentage and be calculated on all sales and paid within fifteen (15) days after close of each quarterly period in accordance with the terms and conditions within the Invitation to Bid.

5.2 All Administration Fee rates are based on a 12 month period and shall be paid based on the following Admin Fee Schedule:

- The first \$0 to \$2 million in total sales volume: (2.0) percent admin fee

- The next \$2 million to \$4 million in total sales volume: (1.5) percent admin fee
- All sales volumes above \$4 million: (1.0) percent admin fee

## **6.0 DELIVERY AND FREIGHT:**

6.1 Delivery hours are typically between 8 am – 4 pm, Monday – Friday, excluding all major holidays unless special arrangements have been made.

6.2 Bidders shall offer to deliver products FOB origin (buyer assumes title and control of goods the moment the carrier signs the bill of lading) or FOB destination (seller retains title and control of goods until they are delivered) with a minimum purchase of \$250.00. Any delivery option will be at the Purchaser's sole discretion.

## **7.0 SAMPLES OR CATALOGS:**

7.1 The Awarded Bidder shall provide paper or electronic catalogs with all awarded products to Purchasers under this contract. Catalogs shall be provided at no charge to Purchasers.

7.2 Where it is feasible, the Awarded Bidder shall provide samples of products to Purchasers at no cost. Unless an Awarded Bidder makes arrangements for the return of the samples at no cost to the Purchaser, the Purchasers may keep and dispose of the samples

## **8.0 MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

8.1 As a part of the contract requirements, Awarded Bidder must obtain at their own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the ESD 112 Bid Administrator. All Awarded Bidders must carry Comprehensive General Liability, Workman's Compensation, Product Liability and Automotive Liability Insurance coverage's.

- a. Comprehensive General Liability - \$1,000,000.00.  
and
- b. Product Liability - \$1,000,000.00.  
and
- c. Worker's Compensation Insurance - \$500,000.00

8.2 Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$1,000,000 each accident as to bodily injury / personal injury and property damage.

8.3 Forty-five (45) days written notice of cancellation or material change of any policies is required.

Attention: Bid Administrator, ESD 112 Purchasing Department  
Contract No. ESD112-P2-09  
Educational Service District 112  
2500 NE 65<sup>th</sup> Avenue  
Vancouver, WA 98661-6812

8.4 The Educational Service District 112 shall be named as an additional **insured**.

## **9.0 NON-PERFORMANCE:**

9.1 In the event the Awarded Bidder does not fulfill its obligations under the terms and conditions of this contract, the Purchaser may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Awarded Bidder. Under no circumstances shall monies be due the Awarded

Bidder in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

**10.0 MANDATORY USAGE REPORT:**

10.1 A Sales Report shall be furnished by the Awarded Bidder quarterly detailing the purchasing or sales of all items and amount of fees to be paid on the Awarded Contract. The format shall be in MS Excel format and include the following information: date of sale, name of purchaser, full address, product description and single unit price paid, and reported within fifteen (15) days after the end of each quarters reporting period.

10.2 Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses.

**11.0 BILLING:**

11.1 Awarded Bidder must provide the ship to and bill to address, a contact name and phone number. Cash or separate discounts must be computed and incorporated into unit bid prices that are provided to ESD 112 prior to filling the order.

**12.0 PAYMENT:**

12.1 Purchasers will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice.

12.2 Awarded Bidders shall accept full payment by procurement (credit) card or conventional check or other electronic means at the ESD 112 or Purchaser's option, without imposing any additional fees, costs or conditions.

**13.0 PRODUCT SUBSTITUTION:**

13.1 All items delivered during the life of the Contract shall be of the same type and manufacture as specified or accepted as part of the bid unless specific approval is given by Bid Administrator to do otherwise.

**14.0 PERSONNEL:**

14.1 The Awarded Bidder represents that he/she has, or will secure at his own expense, all qualified personnel required to perform the services required under this Contract.

14.2 All of the services required hereunder shall be performed by the Awarded Bidder or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

14.3 None of the work or services covered by this Contract shall be subcontracted without the prior written approval of ESD 112 Bid Administrator.

**15.0 COMPANY PROFILE / MARKETING:**

15.1 Provide a profile of your company and its background, its mission, the states you are authorized to sell in, and length of time your company has been in the industry. Bidders must have been in business a minimum of three (3) years.

15.2 The profile shall provide evidence that (1) your company maintains a permanent place of business, (2) your company can supply the products, equipment, marketing and service in a way

that meets or exceeds all bid requirements, and (3) your company has the capacity to provide the required sales, marketing and service support to the Purchasers. Provide the same information for all agents that you are commissioning to carry out the scope of work, technical specifications and terms and conditions identified in this bid.

15.3 Outline your company's commitment to market products to the Purchaser's under this bid. Provide a list of representative(s) in the states of Washington and Oregon who will promote this bid.

15.4 Indicate the level of price commitment and you are offering within this bid. Prices offered in this bid are the same as: small school districts or larger school districts or cooperatives or state purchasing programs.

15.5 In order to have your bid considered, you must supply three (3) business references consisting of current or previous customers of school furniture and related products with your bid. Please include name, address, telephone number, contact person, and the number of years in doing business with the references.

## **TECHNICAL SPECIFICATIONS:**

All school furniture and related products that Bidders bid on for each manufacturer's product category are required to meet or exceed the specifications standards listed below:

- American National Standards Institute (ANSI / BIFMA) standards for chairs, lateral files, vertical files, lounge seating, desks, tables and panel systems
- American Society for Testing Materials (ASTM) standards for sound absorption, surface burning and sound transmission
- Underwriters Laboratories Inc (UL) (UL 1286) standards for office furnishings

## **BID EVALUATION CRITERIA:**

The bids shall be evaluated by the Bid Administrator or the Bid Administrator's designee. Contracts will be awarded to the lowest responsive, responsible Bidder(s) as defined below. To be eligible for evaluation, a bid shall have arrived on time, and shall materially satisfy all requirements found in this Invitation to Bid. Bids with deviations or exceptions to the requirements or Terms and Conditions of this Invitation to Bid may be disqualified from consideration, even if the Bidder considers them necessary.

The lowest Bidder is the Bidder that submits the lowest net bid price on products in the entire manufacturer's currently published product line. The lowest net bid price is determined by.....

A responsive Bidder is a Bidder that submits a bid that conforms in all material respects to the instructions, terms and conditions, and other requirements of this solicitation. Any bid that does not conform in all material respects may be considered non-responsive.

A responsible Bidder is a Bidder that satisfies the following criteria, in accordance with RCW 43.19.1911(9):

1. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the time specified;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the Bidder with laws relating to the contract or services;

6. Such other information as may be secured having a bearing on the decision to award the contract.

### **Administrative Evaluation and Screening of Bids:**

The Bid Administrator or his/her designee shall review all materials submitted by the Bidder to evaluate their responsiveness and evidence of responsibility, including the following criteria:

1. All Bid Forms shall be checked for compliance with all bid requirements and Terms and Conditions. If the bid and bid forms do not materially satisfy all the requirements, the bid may be rejected.
2. Bidder's Bid shall be reviewed to determine whether a Bidder is qualified and responsible. If there is credible evidence that the Bidder does not satisfy one or more of the criteria in RCW 43.19.1911(9), the Bidder shall be informed it is non-responsible and the bid may be rejected.
3. The Bid Administrator or designee shall evaluate the discount percentages provided in each volume price tier for the entire manufacturer's product line in (Attachment A) within the Bidder's Bid. The Bid Administrator or designee shall identify the lowest Bidder, which is the Bidder submitting the bid that results in the highest average discount (lowest net bid price) for the sum of all volume price tiers within the entire manufacturer's current product line. This will be determined by adding all volume price tier discounts together and dividing that sum eight (8) the total number of price tiers. A recording sheet shall be used to record the highest average discount percentage that identifies the lowest net bid prices for the entire manufacturer's product line.
4. Bidders that do not offer discounts on all volume price tiers are non-responsive and the bid(s) will be rejected. All ascending volume price tiers in Attachment A in the Bidders Bid shall be equal to or greater than the discount percentage provided in price tier number one (1).
5. In the case of a tie, the Bidder that submits the highest discount percentage in price tier number eight (8) shall be awarded the Contract. If there is still a tie, then price tier number seven (7) shall be used and so on, until all remaining descending price tiers are used. If there is still a tie, then all or both Bidders tied shall be awarded the Contract.

### **LETTERS OF INTENT TO AWARD:**

A contract shall be formed only if the bid is formally accepted and an award is made. Any contract that results from this Invitation to Bid shall contain provisions that conform to the Invitation to Bid and Terms and Conditions, and shall be made available to Purchasers.

The Bid Administrator shall issue a letter notifying all Bidders of the intent to accept the bids and award the contract to the lowest, responsive, and responsible Bidder. The bid shall not be formally accepted and a contract shall not be officially awarded until receipt of the signed Offer and Acceptance Form.(See Award of Contracts) Bidders that are not being awarded a contract that wish to protest must comply with the Protest Process.

### **AWARD OF CONTRACTS:**

The ESD 112 Superintendent or designee shall sign and send each winning Bidder one original copy of the Offer and Acceptance Form.

## PROTEST PROCESS:

FOR A PROTEST TO BE CONSIDERED, THE PROTEST SHALL BE BASED ON:

- The protest shall arise before the Contract has been awarded;
- Errors in computing the score; or;
- Failure to follow procedures described in the solicitation document; or
- A matter of bias, discrimination or conflict of interest on the part of an evaluator; or
- Failure to comply with applicable law.

## PROTEST PROCEDURE:

PROTESTS SHALL BE FILED AND RESOLVED IN ACCORDANCE WITH THE FOLLOWING:

- Protests shall be submitted in writing to the Chief Fiscal Officer at ESD 112, within five (5) business days after receiving a letter of rejection during the Administrative Screening of the bids, or within five (5) business days after receiving a copy of the Letter of Intent to Award. Receipt of the letter occurs on the earlier of the date the letter is actually received or three (3) days after the date the letter is deposited in the U.S. Mail, postage pre-paid, to the address in the bid. Any protest that is not filed within the prescribed time period shall not be considered.
- The Chief Fiscal Officer at ESD 112 shall convene a group of three (3) Cabinet members to serve on a Review Team.
- The Review Team shall hear the protest within five (5) business days of receiving the protest, except when holidays prevent that from being possible. In those situations, the review shall take place as soon as reasonably possible.
- The Review Team shall hear presentations by the Protester and the Bid Administrator and shall seek answers to their questions.
- The Review Team shall take up to three (3) business days to render a decision and to send a letter to the Protestor and the Bid Administrator. If the panel's decision is in favor of the Bid Administrator, awards shall be made two (2) business days later.
- If the panel's decision is in favor of the Protestor, the final award of contracts is delayed until the protest is resolved.
- Bidders shall exhaust their administrative remedies, which include filing a protest with the agency (ESD 112). Failure to file a protest shall preclude judicial review or subsequent legal action.

## FORMAT AND CONTENT:

Protests shall include the following:

- Information about the protesting Bidder such as name of firm, mailing address, phone number and name of individual responsible for submission of the protest. The protest letter shall be submitted on company letterhead and signed by an authorized agent of the Bidder.
- The facts, law and arguments that relied on as are the basis for the protest.
- Any relevant exhibits or evidence supporting the protest.
- Description of the relief or corrective action requested.

## **DISPUTE PROCESS:**

To seek review of a dispute between the Bid Administrator and the Awarded Bidder:

- The dispute shall arise after the Contract has been awarded;
- An attempt at negotiation shall have been made by the Bid Administrator and the Awarded Bidder, but the dispute could not be resolved to the satisfaction of both parties;
- The Awarded Bidder disagrees with a decision made by the Bid Administrator, such as, but not limited to the following:
  - A decision to impose a remedy;
  - Other decisions made by the Bid Administrator that are informal in nature but the Awarded Bidder believes to be unfair or partial.

### **PROCEDURE FOR DISPUTE REVIEW:**

The procedure for reviewing a dispute shall take place in accordance with the following:

- The Awarded Bidder shall submit a letter of dispute in writing (e-mail or on letterhead) to the Bid Administrator, requesting a review of the dispute by the Chief Fiscal Officer at ESD 112.
- The Bid Administrator shall schedule a review with the Chief Fiscal Officer, and shall respond to the Awarded Bidder within three (3) business days, confirming a meeting with the Chief Fiscal Officer as soon as possible. If the Chief Fiscal Officer is not available, another ESD 112 Cabinet member shall be scheduled for the review.
- The Chief Fiscal Officer shall convene a Review Team of three (3) ESD 112 Cabinet members to hear the facts and review the materials that are pertinent to the dispute, and shall seek answers to questions from both the Bid Administrator and the Awarded Bidder.
- The Review Team shall render a decision within three (3) business days of the review, and the Chief Fiscal Officer shall submit a written decision to the Bidder within five (5) business days of the review. The decision of the Review Team shall be final and binding.

### **FORMAT AND CONTENT:**

Disputes shall include the following:

- Information in writing about the Awarded Bidder such as name of firm, mailing address, phone number and name of individual responsible for requesting a review.
- The facts and arguments that are relied on as the basis for the review.
- Any relevant exhibits or evidence supporting the position taken by the Awarded Bidder in regard to the dispute.
- Description of the requested resolution to the dispute.

## REMEDIES FOR VIOLATIONS:

In addition to any other rights set out elsewhere in the ESD 112 Bid Documents, Requirements, Terms and Conditions, the Bid Administrator reserves the right to terminate the ESD 112 contract and end the Awarded Bidder's participation in the School Furniture and Related Products Contract in the event that:

- a. The Awarded Bidder violates any material term of the ESD 112 Contract. For purposes of this provision, the following are material terms of the ESD Contract:
  1. Refusal to sell products to eligible Purchasers at or below the Contract price;
  2. Selling equipment or products that are not new;
  3. Selling products that are not free of liens;
  4. Adding shipping and handling charges to the price;
  5. Refusal to provide the Bid Administrator with mandatory sales report on a quarterly basis;
  6. Refusal to pay the Administrative Fee on purchases;
  7. Violation of any of the Awarded Bidder integrity provisions stated in the Terms and Conditions of this bid.
  8. Suspension or debarment that occurs during the term of the Contract.
- b. The Awarded Bidder fails to remedy any violation that is not a material term of the ESD 112 Contract after having been given thirty (30) days written notice that the violation occurred and shall be remedied. Violations that are not material include but are not limited to:
  1. Missing the deadlines for the quarterly reports of ESD 112 Contract sales or payment of Administrative Fees;
  2. Charging Purchasers for products that are damaged or destroyed during shipping FOB: Destination;
  3. Continued inability to be able to deliver products to Purchasers within Bidders standard published lead-time agreed upon by the Purchaser after receiving their purchase order;
  4. Any other violation that is not in compliance with the ESD 112 Contract, but does not create significant harm to ESD 112 or the Purchasers.
- c. The Awarded Bidder commits more than two violations of the ESD 112 Contract.

In addition, the Bid Administrator reserves the right in its sole discretion to apply any of the following remedies alone or in combination for violations of the ESD 112 Contract:

1. Impose a financial remedy in an amount of up to \$1,000 per violation.
  2. Suspend Awarded Bidder's rights under the ESD 112 Contract until Bidder cures any violations and pays any penalties that have been imposed.
- d. In determining the appropriate remedy or remedies, the Bid Administrator shall consider the following:
    1. Information submitted by the Bidder regarding the alleged violation;
    2. Whether the nature of the violation is a breach of a material term or non-material term of the Contract;

3. The impact of the following factors:
  - Nature and degree of harm caused to ESD 112;
  - Nature and degree of harm caused to the Purchasers;
  - Financial detriment or benefit experienced by Bidder or its agent;
  - Likelihood of similar violations.
4. The Bidder's plan for remedying the violation.

## **TERMS AND CONDITIONS:**

The submission of a bid is an offer to enter into a contract that, upon acceptance by ESD 112, obligates the Bidder (and their authorized agents) to comply with the Terms and Conditions set forth below, and all the requirements in this bid document. If there is an inconsistency with a requirement in this bid document and the Terms and Conditions, the Terms and Conditions govern.

Bidder is offering and upon acceptance agrees as follows:

1. **Compliance.**  
By submitting a bid, the Bidder agrees to comply with ESD 112 contract terms, including offering the bid products and services for the ESD 112 contract price when it sells its products and services to the eligible Purchasers named in the states identified in this solicitation, until the expiration of the contract.
2. **Role.**  
ESD 112 shall in no way whatsoever incur any liability in relation to the specifications, delivery, payment or any other aspect of purchases by Purchasers.
3. **Cost of Bid Preparation.**  
The Bid Administrator shall not pay or reimburse Bidders for the development, presentation or provision of any bid or portion of the bid in response to this call for bids.
4. **Bid Withdrawal.**  
No Bidder may withdraw his/her bid after the hour set for the opening thereof, or thereafter, before award of the ESD 112 Contract, unless award is delayed for a period exceeding 60 days from the bid opening date. If the award of the ESD 112 contract is delayed for more than 60 days due to a protest, the Administrator may invite all Bidders to agree to extend their bid until the protest is resolved, or may reject all bids.
5. **Security.**  
Educational Service District 112 is not requiring Bidders to furnish a Bid bond at the time of opening or a performance bond after award. However, ESD 112 requires a high level of integrity with Bidders and may require any Awarded Bidder to supply a performance bond, if problems arise regarding requisition or delivery of products.
6. **Contract Execution.**  
The contract is considered fully executed at the time that the ESD 112 Superintendent signs and delivers the Offer and Acceptance Form to the Bidder.
7. **States.**  
The ESD 112 call for bids specifically solicited bids on behalf of ESD 112 and educational organizations in the state of Washington and Oregon. ESD 112 will allow "piggy-backing" by eligible Purchasers in other states that wish to utilize the ESD 112 Contract, provided the Awarded Bidder and Purchasers in other states accept full responsibility and liability to ensure compliance with applicable state laws.
8. **Resellers, Distributors and Agents.**  
The resellers, distributors and agents identified in the Bidder's bid shall enter into a contract with the

Bidder which obligates the resellers, distributors and agents to comply with all the provisions associated with the ESD 112 Contract when such resellers, distributors and agents are engaged in work that is associated with the ESD 112 Contract.

- The Bidder assumes full responsibility for ensuring that its resellers, distributors and agents are in full compliance with the ESD 112 Contract provisions. The Bidder understands and agrees that it will be subject to the remedies that are imposed for violations of the ESD 112 contract provisions, including violations that are committed by the Bidder's resellers, distributors and agents. The Bidder is responsible for its resellers, distributors and agents' performance of obligations in the ESD 112 contract and is obligated to monitor its resellers, distributors and agents.

9. ***Bid Prices.***

Awarded Bidder(s) shall sell products under the contract at the bid prices that the Bidder submits for school furniture and related products in response to a call for bids.

10. ***Non-Appropriation.***

A Purchaser's obligation to make payments during any fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Purchaser shall have the right to terminate the contract. The Awarded Bidder may seek reimbursement for the reasonable costs incurred prior to termination.

11. ***Force Majeure.***

The Awarded Bidder shall not incur any liability to the ESD 112 or Purchasers if its performance of any obligation pursuant to the ESD 112 Contract or a purchase order is prevented or delayed by causes beyond its control and without the fault or negligence of any other party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

12. ***Acknowledgement of Contract Numbers by Bidders and Their Agents.***

Upon award of any contract, the Awarded Bidder shall assign the Contract number of ESD112-P2-09 to be referenced on invoices, packing slips, and purchase orders submitted by Purchasers for school furniture and related products.

13. ***Awarded Bidder Integrity Provisions.***

The Awarded Bidder shall abide by the highest standards of ethics and integrity in the performance of the ESD 112 contract, and shall comply with all applicable state and federal laws, regulations and other requirements that govern the contract with ESD 112.

The Awarded Bidder shall not, in connection with the ESD 112 contract or any other agreement with ESD 112 or a Purchaser, directly or indirectly offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any ESD 112 program officer or employee or eligible Purchaser.

The Awarded Bidder, upon execution of a Purchase Order and by the submission of any bills or invoices for payment pursuant thereto certifies and represents that the Bidder has not violated any of these provisions.

Upon receiving a request from ESD 112 or a Purchaser, an Awarded Bidder shall provide, or if appropriate, make immediately available for inspection or copying, any information or documentation of any type or form, including but not limited to, the Awarded Bidder's business or financial records, documents or files of any type or form which refers to or concerns the ESD 112 contract or a purchase order. Awarded Bidders shall retain such information and documentation for a period of three years beyond the termination of the purchase order unless otherwise provided by law.

14. ***Rejections.***

All goods or materials supplied under this contract are subject to approval by the Purchaser. Any rejection of equipment or goods because of nonconformity to the terms, conditions, and technical

specification of this contract, whether held by Purchaser or returned, shall be at the Awarded Bidder's sole risk and expense.

15. **Release.**

If an award is cancelled as a result of a protest, the Awarded Bidders shall not claim against ESD 112, any alleged (a) bid preparation charges, (b) cost incurred to ensure that the Awarded Bidders bid is responsive, (c) claims for anticipated lost profits, or (d) claims for damages, and (e) attorney's fees. Any claims the Awarded Bidder may have are hereby waived. Awarded Bidders hereby releases ESD 112, its officials, officers, employees and agents from any and all liability that may arise as a result of decisions that are made to award, reject, terminate or implement ESD 112 Contracts. The release provision does not include claims that are based on a decision to terminate the contract except where the contract is terminated as a result of a bid protest or court order. The release provision does not include claims that are based on the implementation of the contract except to the extent those decisions regarding the implementation are being made in response to a bid protest or court order.

16. **Release of Personal Liability.**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of ESD 112 be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

17. **Headings.**

Paragraph headings have been included for the convenience of the parties and shall not be considered a part of the ESD 112 Contract for any purpose relating to construction or interpretation of the terms of the Contract.

18. **Assignment.**

The Awarded Contract and any interest therein may be assigned by an Awarded Bidder without the prior written consent of ESD 112.

19. **Indemnification.**

In addition to any liability or obligation of Bidder to ESD 112 that may exist under any other provision of the ESD 112 Contract or by law or otherwise, Bidder shall defend, indemnify and hold harmless ESD 112 and its officials, officers, employees and agents from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including legal fees, that may arise from the negligent performance of this Agreement by Bidder, its officials, officers, agents, employees or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts Bidder is responsible.

20. **Waiver.**

No provision of the ESD 112 Contract or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

21. **Severability.**

If any term of condition of the ESD 112 Contract or application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid, void or unenforceable, such finding shall not affect the other terms, conditions, or applications of the ESD 112 Contract which can be given effect without the invalid, void or unenforceable term, condition, or application and, to this end, the terms and conditions of the ESD 112 Contract are declared severable.

22. **Governing Law and Venue.**

The ESD 112 Contract shall be governed by the laws of the state of Washington and any action or litigation undertaken by ESD 112 or a Bidder to enforce the terms of the ESD 112 Contract shall be conducted in Clark County, Washington.

23. **Compliance with Law.**

Notwithstanding any provision in the ESD 112 Contract to the contrary, the terms of the ESD 112 Contract are subject to and shall be consistent with all applicable state and federal laws. To the extent a provision in the ESD 112 Contract is ambiguous or inconsistent with applicable state and

federal laws; this provision shall be interpreted and applied in a manner that complies with all applicable laws.

**24. Whole Agreement.**

The parties agree that the Terms and Conditions in the ESD 112 Invitation to Bid and any bid requirements or appendices referred to therein constitutes the entire agreement between the parties with regards to ESD 112's and Bidder's obligations regarding the ESD 112 purchasing program. Upon acceptance of a bid and the Contract award, the ESD 112 Contract shall supersede all prior or existing written or oral agreements between the parties on this subject. Amendments or corrections to the ESD 112 Contract shall be in writing and signed by both parties.

**25. Opportunity without Discrimination.**

Bidder agrees to comply with all applicable state and federal rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, use of a guide dog or the presence of any sensory, mental or physical disability.

**26. Employment Representation.**

During the term of the ESD 112 Contract, to the extent that employee(s) of the Bidder may have contact with public school children, the Bidder is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of the Bidder to comply with this section shall be grounds for immediate termination of the Contract.

**27. Exclusion, Debarment and Suspension Certification.**

Bidder certifies that they, nor their Principals, are on the Excluded Parties List Report (web address: <http://epls.arnet.gov/News.html>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ("Principals", for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.) Awarded Bidder shall provide immediate written notice to ESD 112 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which ESD 112 has relied in entering into a Contract. Should ESD 112 determine, at any time during the Contract, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the ESD 112 may immediately terminate the Contract.

## GLOSSARY OF TERMS

<b>Addenda</b>	Modifications or interpretations of the Call of Bids and the requirements contained therein that is prepared in response to properly submitted questions and comments. Addenda shall be available for review on the ESD 112 website. Bidders are required to carefully and completely review all Addenda because the Addenda may contain terms and conditions that once issued become elements of the Call of Bids.
<b>Adequate</b>	Sufficient
<b>Administrative Fee</b>	The agreed upon Administrative fee paid by the Awarded Bidder that is based on a percentage of the total gross dollar volume of all goods and

services purchased or sold under the ESD 112 contract.

<b>Amendment</b>	For the purposes of a contract, shall mean an agreement between the parties to change the contract after it is fully signed by both parties. Such agreement shall be memorialized in a written document describing the agreed upon change including any terms and conditions required to support such change. An Order Document shall not constitute an Amendment to a contract.
<b>Authorized Agent</b>	A reseller, distributor or other dealer that is authorized and commissioned by a manufacturer that is bidding. Authorized agents are required to provide local, personal sales assistance and support to the Purchasers on behalf of the Bidders in this case.
<b>Award</b>	The acceptance of a bid and creation of a contract with a Bidder.
<b>Awarded Bidder</b>	A Bidder that is awarded a ESD 112 contract.
<b>Base Price</b>	The price published in the manufacturer's current product line catalog, or the manufacturer's current price sheet.
<b>Bid</b>	A written offer to perform a contract to purchase or supply goods or services in response to a bid.
<b>Bid Administrator</b>	The ESD 112 employee that is responsible for conducting a specific solicitation and administering the bid.
<b>Bid Evaluation</b>	The process of examining a bid after opening to determine the Bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the bid that relate to determination of the successful Bidder.
<b>Bid Form</b>	The document that a Bidder is required to complete when submitting a bid.
<b>Bid Opening</b>	The formal process through which bids are opened and the contents revealed for the first time.
<b>Bid Price</b>	The final bid price for products published in the manufactures or Bidders current price document. The bid price includes all required overhead costs.
<b>Bid Recap</b>	A list of all responsive bids in a Bidders product line.
<b>Bidder</b>	A company or business that submits a bid.
<b>Cabinet Member</b>	The highest level of ESD 112 administrators that report directly to the ESD 112 Superintendent.
<b>Cooperative Purchasing</b>	The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.
<b>Discount</b>	A percent of allowance or deduction from the base price that is published in a manufacturer's entire current product line catalog.
<b>ESD 112 Contract</b>	The agreement that exists when ESD 112 accepts the bid and awards the contract for products within this bid.
<b>ESD 112 Program</b>	A purchasing program at ESD 112 that solicits bids for products listed within this bid.
<b>ESD 112</b>	The abbreviation for Educational Service District 112, located at 2500

<b>FOB</b>	Acronym for Free on Board. Indicates the point in transit at which time the Purchaser takes possession of the purchased goods.
<b>FOB Destination</b>	The seller retains title and control of goods until they are delivered and the contract of carriage has been completed.
<b>FOB Origin</b>	The buyer assumes title and control of goods the moment the carrier signs the bill of lading.
<b>ITB</b>	Acronym for Invitation to Bid.
<b>Letter of Intent to Award</b>	The official announcement to the Bidder that the ESD 112 intends to award them an ESD 112 Contract.
<b>Lowest Bidder</b>	The lowest, responsive and responsible Bidder offering the lowest net bid price(s) for products listed within this bid.
<b>Offer and Acceptance Form</b>	A form that must be signed and submitted by an authorized Bidder, expressing an offer to participate in the ESD 112 purchasing program and the agreement to be bound by the terms and conditions of this bid, if the bid is accepted and award is made.
<b>Protest</b>	A Bidder's written objection to a decision made by the Administrator, and that result in a review by a higher-level Review Team.
<b>Public Bid Opening</b>	The event that is advertised in the published call for bids, and by which bids are opened and read aloud for the first time in the presence of anyone who wishes to attend.
<b>Responsible</b>	Having the following attributes, as described in RCW 43.19.1911 (9): <ul style="list-style-type: none"><li>• The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;</li><li>• The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;</li><li>• Whether the Bidder can perform the contract within the time specified;</li><li>• The quality of performance of previous contracts or services;</li><li>• The previous and existing compliance by the Bidder with laws relating to the contract or services;</li><li>• Such other information as may be secured having a bearing on the decision to award the contract.</li></ul>
<b>Responsive</b>	Conforming in all material respects to the terms and conditions, the scope of work, technical specifications, and other requirements of a bid. Bids must be responsive to receive award consideration.
<b>Review Team</b>	A panel of three (3) Cabinet-level leaders at ESD 112 with the authority to endorse or retract decisions made at the program level.
<b>Solicitation</b>	The process of notifying prospective Bidders that the purchasing activity desires to receive competitive bids, quotes or proposals for furnishing goods or services. Also includes reference to the actual document used in that process.
<b>Scope of Work</b>	Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the Terms and Conditions. Should the Scope of Work conflict with the Terms and Conditions, the Scope of Work prevails.

**INVITATION TO BID (ITB) BID REPLY SECTION**  
**CONTRACT NO. ESD112-P2-09**  
**SCHOOL FURNITURE AND RELATED PRODUCTS**

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the Contract number to Educational Service District 112 by 5:00 p.m. PST, Wednesday, July 8, 2009. Bids shall be opened and publicly read on July 9, 2009 at 9:00 a.m. at ESD 112. All interested persons are entitled to attend the bid opening.

**Bids shall be submitted to:**

**EDUCATIONAL SERVICE DISTRICT 112**  
**CONFIDENTIAL: DO NOT OPEN**  
**SEALED BID ENCLOSED**  
**CONTRACT NO. ESD112-P2-09**  
**ATTENTION: BID ADMINISTRATOR**  
**2500 NE 65TH AVENUE**  
**VANCOUVER, WA 98661-6812**

❖ ***Bids shall be rejected and returned to the Bidder if:***

- They are received at the ESD 112 Business Office after this time and date.
- They are faxed or e-mailed.
- They are submitted in envelopes that are not sealed.
- They are accidentally opened prior to the public bid opening because the envelope has not been marked according to the instructions.

**PUBLIC BID OPENINGS:**

The public bid opening insures that Contracts are being bid fairly on a competitive basis and comply with state of Washington procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified in the Contract. The main purpose of the bid opening is to reveal the name(s) of the Bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

**PUBLIC RECORD:**

All bids and documents received at the Business Office at ESD 112 in response to or in connection with this bid are the property of ESD 112 and shall be subject to public disclosure.

**ATTACHMENT B**

**EDUCATIONAL SERVICE DISTRICT 112  
PURCHASING DEPARTMENT  
2500 NE 65<sup>TH</sup> AVENUE  
VANCOUVER, WA 98661-6812**

**NO BID REPLY FORM**

**BID # ESD112-P2-09 BID TITLE: SCHOOL FURNITURE AND RELATED PRODUCTS**

To assist us in obtaining good competition on our Invitation to Bid, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number by June 19, 2009. This information will not preclude receipt of future requests unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the bid process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Invitation to Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the ESD 112. Our objections are: \_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

- \_\_\_\_\_ We wish to remain on the Bidder's List **for these goods or services.**
- \_\_\_\_\_ We wish to be deleted from the Bidder's List **for these goods or services.**

**ATTACHMENT C**

**CONTRACT NO.:** ESD112-P2-09  
**TITLE:** SCHOOL FURNITURE AND RELATED PRODUCTS  
**OPENING DATE:** JULY 9, 2009

**NON-COLLUSION STATEMENT:**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Educational Service District 112.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Washington, Educational Service District 112.

COMPANY NAME \_\_\_\_\_

Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
(Please type or print)

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF WASHINGTON BUSINESS LICENSE NO. \_\_\_\_\_

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



## ATTACHMENT E

### INSTRUCTIONS FOR SUBMITTING ALL REQUIRED MATERIALS (CHECKLIST):

Bidders shall submit separately their bids for School Furniture and Related Products in its own self-contained, sealed envelope including required materials in printed format and CD, including one complete set in printed format of all of the following documents:

- \_\_\_\_\_ **Mandatory Insurance Requirement (Word or PDF Format)**  
Certificate of Insurance or insurance policies for comprehensive general liability, product liability, worker's compensation insurance and automotive liability insurance as describe in the scope of work section of the Invitation to Bid.
- \_\_\_\_\_ **Business References and Company Profile (Word or PDF Format)**  
Bidders shall include three (3) business references consisting of current or previous customers. Please include name, address, telephone number, and a contact person. Bidders shall provide a company profile as stated on (see page 11, paragraph 15.1 through 15.4).
- \_\_\_\_\_ **Bid Pricing Form(s) ( MS Excel 2003 or Newer Format ) ( Attachment A )**  
Bidders shall include the bid pricing reply form(s) in Attachment A that determine the highest average discount percentages for the entire manufacturer's or Bidders product line that is used to establish the lowest net bid pricing for school furniture and related products.
- \_\_\_\_\_ **Non-Collusion Statement ( Word or PDF Format ) ( Attachment C )**  
Bidders shall include a completed form with a signature from an authorized representative.
- \_\_\_\_\_ **Return Policy ( Word or PDF Format )**  
Bidders are required to have a policy on how they manage the return of goods from Purchasers. Bidders shall include a current copy of the return policy with their Bid.
- \_\_\_\_\_ **Offer and Acceptance Form ( Word or PDF Format ) ( Attachment D )**  
Bidders shall submit two (2) original signed copies of the Offer and Acceptance Form, demonstrating the Agreement to the requirements and all terms and conditions of this Bid.
- \_\_\_\_\_ **Manufacturer's Entire Currently Published Product and Price List(s) (MS Excel 2003 or Newer Format)**  
Bidders shall submit the entire manufacturer's currently published product and price list(s) for product category(s) that they bid. Bidders must clearly identify the manufacturer, product line, part number, item description, base price, discount percentage and net bid price.
- \_\_\_\_\_ **Bid Forms on CD**  
In addition to including all required materials in printed format; a CD is required for all Bid Forms in this Bid and shall be clearly identified and labeled by including the Bidders name, name of the Bid, product line and date. The electronic media must be placed in a protective pouch.

To insure that every bid receives a fair evaluation and comparison, it is required that each bid be organized in the following manner. A three-ring binder with an inside pocket and a set of labeled dividers are required. Sealed bids that do not include one complete set of all required materials in printed format and CD, including the manufacturer's entire current published product and price list(s) and bid price document(s) (Attachment A) in MS Excel 2003 or newer format, shall be rejected.

ATTACHMENT D

Bidder's Offer and Acceptance Form  
CONTRACT NO. ESD112-P2-09

Two original copies of this signature page must be signed and submitted with the Bidder's entire bid response.

The undersigned hereby agrees to the requirements, terms and conditions of this ESD 112 Invitation to Bid for School Furniture and Related Products. The undersigned also represents and warrants any third party with whom they contract has been informed of the ESD 112 Contract requirements, and agrees to comply with them.

The undersigned acknowledges their authority to submit this bid on behalf of the firm listed below and bind it to comply with these requirements, terms and conditions if a Contract is awarded. Furthermore, the undersigned certifies conformance to applicable federal and state laws concerning public Contracts, and that this bid is made without connection with any person, firm or corporation making a bid for the same goods or services, and is in all respects fair and without collusion or fraud.

Global Industries, Inc.

Legal name of firm or corporation



Alan D Breslow

Signature of authorized vendor representative

Printed name of representative

EVP-Sales & Marketing

7-7-09

Title of vendor representative

Date signed

17 West Stow Road Marlton, NJ 08053

Legal address of vendor (including address, city, state and zip code)

800-220-1900

856-552-1069

Phone (including area code)

Fax (including area code)

52-0953534

Federal Tax Identifier of Vendor

**TO THE BIDDER:**

Effective this 18<sup>th</sup> day of August, 2009, ESD 112 is accepting the bid and awarding a ESD 112 Contract to the bidder named above for school furniture and related products identified in the attached Comprehensive Bid Recap. Bidder is contractually obligated to sell the school furniture and related products that are subject to this Contract Award to Purchasers in accordance with the 2009 ESD 112 Bid requirements, and terms and conditions.

Educational Service District 112  
2500 NE 65<sup>th</sup> Avenue  
Vancouver, WA, 9861



By Dr. Twyla G. Barnes, Superintendent

**ATTACHMENT A**  
**SCHOOL FURNITURE AND RELATED PRODUCTS**  
**ITB NO. ESD112-P2-09 (Price Document)**

Manufacturer's Name: Global

Company: Global Industries, Inc.

Product Category: Office Furniture

Date: 7-Jul-09

MANUFACTURER'S PRODUCT LINE NAME COLUMN (A)	TIER PRICE LEVEL NO.	PRICE LEVELS	DISCOUNT PERCENTAGE DESTINATION (E)	FOB COLUMN
		DISCOUNT PERCENTAGE APPLIED TO MANUFACTURER'S PRICE LIST		
Global - The Total Office			Global-The Total Office, 2009 Price Lists (dated eff. 10/1/08)	
	1	<b>\$250 - \$9,999</b>	<b>51%*</b>	
	2	<b>\$10,000 - \$24,999</b>	<b>51%</b>	
	3	<b>\$25,000 - \$49,999</b>	<b>54%</b>	
	4	<b>\$50,000 - \$99,999</b>	<b>56%</b>	
	5	<b>\$100,000 - \$249,999</b>	<b>58%</b>	
	6	<b>\$250,000 - \$499,999</b>	<b>59%</b>	
	7	<b>\$500,000 - \$749,000</b>	<b>60%</b>	
	8	<b>\$750,000 +</b>	<b>Negotiated</b>	

\* A \$25.00 Net handling charge applies to all non-UPS'able orders under \$2,000.00 List.

MANUFACTURER'S PRODUCT LINE NAME COLUMN (A)	TIER PRICE LEVEL NO.	PRICE LEVELS	DISCOUNT PERCENTAGE DESTINATION (E)	FOB COLUMN
		DISCOUNT PERCENTAGE APPLIED TO MANUFACTURER'S PRICE LIST		
Evolve Furniture Group			Evolve Furniture Group, 2009 Price List (dated eff. 1/1/09)	
	1	<b>\$250 - \$9,999</b>	<b>51%*</b>	
	2	<b>\$10,000 - \$24,999</b>	<b>54%</b>	
	3	<b>\$25,000 - \$49,999</b>	<b>57%</b>	
	4	<b>\$50,000 - \$99,999</b>	<b>57%</b>	
	5	<b>\$100,000 - \$249,999</b>	<b>58%</b>	
	6	<b>\$250,000 - \$499,999</b>	<b>59%</b>	
	7	<b>\$500,000 - \$749,000</b>	<b>60%</b>	
	8	<b>\$750,000 +</b>	<b>Negotiated</b>	

\* 5% of List freight charge for orders under \$10,000.00 List.

**ATTACHMENT A**  
**SCHOOL FURNITURE AND RELATED PRODUCTS**  
**ITB NO. ESD112-P2-09 (Price Document)**

Manufacturer's Name: Global

Company: Global Industries, Inc.

Product Category: Office Furniture

Date: 7-Jul-09

MANUFACTURER'S PRODUCT LINE NAME COLUMN (A)	TIER PRICE LEVEL NO.	PRICE LEVELS	DISCOUNT PERCENTAGE DESTINATION (E)	FOB COLUMN
		DISCOUNT PERCENTAGE APPLIED TO MANUFACTURER'S PRICE LIST		
<b>Offices To Go</b>			Offices To Go, 2009 Price Lists (laminare casegoods dated 4/1/09; seating dated 10/1/08)	
	1	<b>\$250 - \$9,999</b>	<b>55%*</b>	
	2	<b>\$10,000 - \$24,999</b>	<b>56%</b>	
	3	<b>\$25,000 - \$49,999</b>	<b>57%</b>	
	4	<b>\$50,000 - \$99,999</b>	<b>57%</b>	
	5	<b>\$100,000 - \$249,999</b>	<b>58%</b>	
	6	<b>\$250,000 - \$499,999</b>	<b>59%</b>	
	7	<b>\$500,000 - \$749,000</b>	<b>60%</b>	
	8	<b>\$750,000 +</b>	<b>Negotiated</b>	
* A \$75.00 Net handling charge applies to all non-UPS'able orders under \$2,000.00 List.				
		DISCOUNT PERCENTAGE APPLIED TO MANUFACTURER'S PRICE LIST		
<b>GLOBALcare</b>			GLOBALcare, 2009 Price Lists (dated eff. 4/1/09)	
	1	<b>\$250 - \$9,999</b>	<b>51%*</b>	
	2	<b>\$10,000 - \$24,999</b>	<b>51%</b>	
	3	<b>\$25,000 - \$49,999</b>	<b>54%</b>	
	4	<b>\$50,000 - \$99,999</b>	<b>56%</b>	
	5	<b>\$100,000 - \$249,999</b>	<b>58%</b>	
	6	<b>\$250,000 - \$499,999</b>	<b>59%</b>	
	7	<b>\$500,000 - \$749,000</b>	<b>60%</b>	
	8	<b>\$750,000 +</b>	<b>Negotiated</b>	
* A \$25.00 Net handling charge applies to all non-UPS'able orders under \$2,000.00 List.				