



Educational Furniture
Executive Summary – Bridge Letter

Lead Agency: Norfolk Public Schools
RFP Issued: October 29, 2014
Date Open: December 9, 2014

Solicitation: RFP #15006FL
Pre-Proposal Date: November 14, 2014
Proposals Received: 13



Awarded to:

The Norfolk Public Schools, VA Department of Purchasing & Supply issued RFP #15006FL on October 29, 2014 to establish a national cooperative contract for educational furniture, related equipment, and services.

National Cooperative language was included in RFP #15006FL, B. Statement of Work, G. Special Terms & Conditions, and National IPA. It states:

Norfolk Public Schools (“NPS”), as the Principal Procurement Agency, as defined in RFP# 15006FL, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. Norfolk Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment 5, contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- eVA CustomerCare@dgs.virginia.gov
- The Virginian-Pilot
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- The State, SC
- The Olympian, WA
- National IPA website

On December 9, 2014 proposals were received from the following offerors:

- Contrax
- Irwin
- The Educational Outback
- Krueger International
- American Seating
- D3, Inc. d/b/a 9 to 5 Seating
- BCI Eurobib USA
- SICO
- Sedia Systems
- Academia
- Exemplis Corp
- RT London
- Wenger

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee recommended interviewing the following ten (10) firms: Contrax, Irwin, D3 – 9 to 5 Seating, RT London, American Seating, Sedia Systems, Krueger International, SICO, Exemplis, and Wenger.

Upon, interviewing the committee requested *Best and Final Offers* from the top seven (7) ranked firms with the intent to award contracts to the seven (7) suppliers.

The Norfolk Public Schools and National IPA executed agreements with Contrax, Irwin, Krueger International, SICO, Exemplis, RT London, Wenger on February 23, 2015 with a contract effective March 5, 2015.

Contract includes: Educational furniture lines, related equipment, and services

Term:

Initial one year agreement from March 5, 2015 through March 4, 2016, with option to renew for four (4) additional one-year periods through March 4, 2020

Pricing/Discount:

Pricing is 50% off List, FOB Destination Freight Prepaid and Added.

Value Added Services:

Product Lines: Freestanding Classroom, Library, Technology, Science/Lab, Cafeteria, Early Childhood, Art Instructional, CTE, Audiovisual, Fixed Seating, Residence Hall, Storage, Task Seating, Music/Studio, Athletic Training, Display Cases, Healthcare, and Support Services

Ability to extend contract pricing to Designer, General Contractor, or Sub-Contractor for products

Supplier's ability to provide System Design, Space Planning, Seating Layouts, and related services

Irwin Seating Company Pricing

The Norfolk VA Public Schools award includes a simple **50%** off Irwin Seating Company list price. Freight is prepaid and added to the invoice.

Installation services are also available at an additional cost, as well as removal and disposal of existing equipment.

Planning and seating layout services are provided at no cost.

NORFOLK PUBLIC SCHOOLS

Contract 15006FL

for

Educational Furniture

with

Irwin Seating Company

Effective: March 5, 2015 to March 4, 2016

The following documents comprise the executed contract between the Norfolk Public Schools and Irwin Seating Company, effective March 5, 2015 to March 4, 2016:

- I. Signed Contract #2015000066
- II. Notice to Award
- III. Irwin Seating Company response to the Norfolk Public Schools Request for Best and Final Offer
- IV. Interview Response
- V. Supplier's Response to the RFP
- VI. Norfolk Public Schools Original RFP and Addendum #1



Norfolk Public Schools
 The cornerstone of a proudly diverse community

Contract Title: National IPA Educational Furniture
Contract # 2015000066

This contract entered into this 25th day of February, 2015, by Irwin Seating Company, 3251 Fruit Ridge AVE NW, Grand Rapids, MI 49544 hereinafter called "Contractor" and The School Board of the City Norfolk, DBA Norfolk Public Schools, herein after called "NPS".

WITNESSETH that the Contractor and NPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: Contractor shall provide the services to NPS as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From March 5, 2015 through, March 4, 2016. At the option of NPS, the Contract may be automatically extended up to four (4) additional one year terms.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals (RFP# 15006FL) dated 10/29/2014:
 - (a) Proposal Instructions,
 - (b) The Statement of Work/Specifications,
 - (c) The General Provisions,
 - (d) The Special Provisions together with any negotiated modifications of those Special Provisions,
 - (e) Addendum #1 dated November 20, 2014;
- (3) The Contractor's Proposal dated 12/05/2014, including any subsequent presentations and clarifications and BAFO responses, all of which documents are incorporated herein.

Debarment Status: By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred or otherwise declared ineligible by any public agency from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. In addition, bidders/offerors further certify that no principal, officer, or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding/offering on contracts for the type of goods and/or services covered by this solicitation.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Irwin Seating Company

The School Board of the City of Norfolk:
 (DBA Norfolk Public Schools)

By: _____

Colin W. Irwin
 COLIN W. IRWIN
 DIRECTOR OF SALES

By: _____

Carol Robinson
 Carol Robinson
 Senior Director, Purchases & Supply

Print Name/Print Title

Date: _____

2.25.15

Date: _____

3-2-15



Norfolk Public Schools

The cornerstone of a proudly diverse community

NOTICE OF AWARD

February 23, 2015

RFP-15006FL

IN RESPONSE TO RFP #15006FL (NPS/N-IPA EDUCATIONAL FURNITURE) POSTED OCTOBER 29, 2014 AND ADDENDUM #1 DATED NOVEMBER 20, 2014, NORFOLK PUBLIC SCHOOLS HEREBY ISSUES THIS NOTICE OF AWARD TO THE FOLLOWING SUPPLIERS:

- CONTRAX GROUP, LLC, 690 NE 23RD AVE, GAINESVILLE, FL 32609
- EXEMPLIS CORPORATION, 64155 KATELLA AVE, CYPRESS, CA 90630
- IRWIN SEATING COMPANY, 3251 FRUIT RIDGE AVE NW, GRAND RAPIDS, MI 49544
- KRUEGER INTERNATIONAL, INC., 1330 BELLEVUE ST, GREEN BAY, WI 54308
- RT LONDON, 1642 BROADWAY AVE NW, GRAND RAPIDS, MI 49504
- SICO AMERICA, INC., 7525 CAHILL RD, MINNEAPOLIS, MN 55439
- WENGER CORPORATION, 555 PARK DR, OWATONNA, MN 55060

THE PROPOSAL ALLOWED FOR MULTIPLE AWARDS THAT WERE BASED UPON INDIVIDUAL SUPPLIER CAPABILITIES AND PRODUCT LINE COVERAGE FOR SEVENTEEN DIFFERENT CATEGORIES OF EDUCATIONAL FURNITURE AND RELATED PRODUCTS. SUPPLIERS WERE SELECTED BASED UPON PROFICIENCY IN ONE OR MULTIPLE CATEGORIES. THE FURNITURE CATEGORIES INCLUDED LIBRARY, SHELVING, FREESTANDING, SCIENCE/LAB, CAFETERIA, EARLY CHILDHOOD, ART INSTRUCTIONAL, CTE, A/V, FIXED SEATING, STORAGE, TASK SEATING, RESIDENCE HALL, MUSIC/AUDIO, ATHLETIC TRAINING, DISPLAY CASES, HEALTHCARE, AND RELATED SUPPORT SERVICES.

THE SOLICITATION, THE PROPOSAL, AND THIS NOTICE OF ACCEPTANCE CONSTITUTE PART OF THE CONTRACT. ADDING A SIGNED CONTRACT WITH NORFOLK PUBLIC SCHOOLS AND NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE WILL CREATE THE FINAL CONTRACT.

CAROL A. ROBINSON, C.P.M., CPPO, CPPB, VCO
SENIOR DIRECTOR OF PURCHASES AND SUPPLY
(757) 628-3882 FAX (757) 628-3871
e-mail: crobinson@nps.k12.va.us

Department of Purchases & Supply
800 East City Hall - Room 1205 • Norfolk, Virginia 23510
Phone: (757) 628-3880 • Fax: (757) 628-3871 • E-mail: dps@nps.k12.va.us

**Irwin Seating Company
Best and Final Offer**

January 30, 2015

Fred Ledbetter, Senior Buyer
Purchases & Supply Department
Norfolk Public Schools
800 E. City Hall Ave., Room 1205
Norfolk, VA 23510-2723

Dear Fred,

Please accept this letter outlining Irwin Seating Company's Best and Final Offer in regards to RFP-15006FL Educational Furniture.

Final pricing is 50% off list FOB Destination Freight Prepaid and Added. Please note the change in FOB terms, based on feedback during our oral presentation.

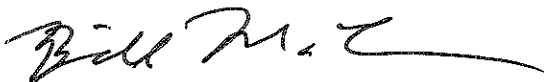
Please note that tiered pricing based on chair quantity (or number of rows for bleacher systems) is available within the price list. We can also offer extended discounts on "major projects" with over 2500 chairs sold direct through our Regional Sales Managers.

If awarded the contract, we would be happy to extend contract pricing to a Designer, General Contractor or Sub-Contractor for product used by Norfolk Public Schools or National-IPA member organization, at the direction of Norfolk Public Schools or the National-IPA member organization.

Attached please find all documents used in our presentation on January 14, 2015.

Thank you for your consideration. We look forward to extending our relationship with Norfolk Public Schools.

Sincerely,



Bill MacLeod
Director of Marketing
Irwin Seating Company

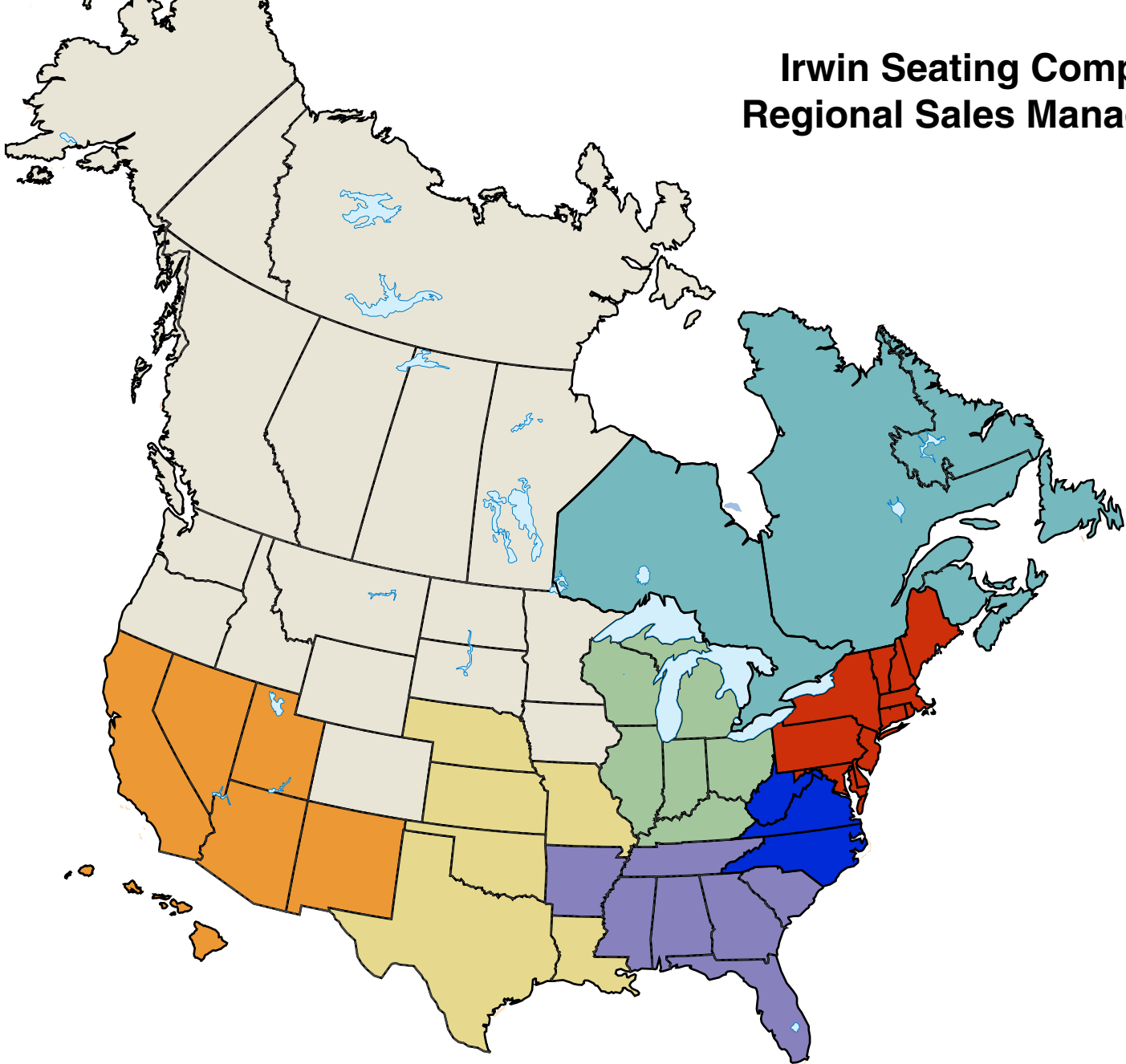
Amended Responses to General Questions

- 1- Agreement extensions
 - a. Discounts would be honored for 4 renewal periods
 - b. Price reductions based on marketplace changes and other factors would be reflected in annual price list updates
 - c. Prices offered under this agreement will continue to reflect best customer pricing
- 2- System design, space planning and layout is always provided, typically via our distributor, as part of the project procurement process. This includes guidance in selecting appropriate products for the application, design assistance for aesthetic selections such as fabric and finishes, identification of site conditions that need to be accommodated, review of construction documents and providing seating layouts to verify seating design and capacity. There are no costs to the customer for these services.
- 3- Design turn-around time varies by the service. Typically, most design assistance can be provided immediately when meeting with the customer. Seating layouts typically take around two weeks.
- 4- Quotation turn-around time is typically two or three days.
- 5- Scope of solicitation
 - a. All current products are covered in our proposal
 - b. All future products are covered at the same discount rate
 - c. We would anticipate that any other changes to the product line would be covered at the same terms under this agreement
 - d. Custom products are also covered
- 6- FOB Destination
 - a. Our products are priced FOB Destination Freight Prepaid and Added
 - b. Delivery & installation costs vary widely based on size of the project and location. We do offer a price configurator in the Excel price book, which offers published "not to exceed" truckload prices for freight and per chair prices for installation. However, we recommend getting actual freight and installation quotes, which may be lower and are passed along to the customer.
- 7- On line order tracking is not available. Typically, we are proactively managing delivery and installation with the customer weekly.
- 8- We are in agreement with the National IPA Master Agreement and Administrative Fee
- 9- We understand that RFP response documentation will be posted on the NIPA website for public viewing. We would like to review the summary page, as there was some confusion regarding freight and install in 2014.

Responses to Customer Specific Questions

- 1- Orders are typically placed through a distributor, although some areas are serviced by a factory agent or representative
 - a. Each geographic territory is serviced by a single distributor or representative
 - b. Best pricing can be verified through a Regional Sales Manager, who is responsible for consistent pricing under the contract
- 2- Attached is a list of current authorized dealers and distributors. Contact your Regional Sales Manager to identify the correct representative for a specific location.
- 3- We employ approximately 500 employees at our two manufacturing locations
- 4- Custom designed product is not returnable. We will repair or replace any defective product.

Irwin Seating Company Regional Sales Managers



Doug Green =
 Regional Sales Manager, Northwest
 610 East Cumberland Road
 Altamont, IL 62411
 618.483.6157 ext. 372
 Doug.Green@irwinseating.com

Gary Langdon =
 Regional Sales Manager, Eastern Canada
 342 Crossland Gate
 Newmarket, Ontario L3X 1B3
 905.953.8993
 Gary.Langdon@irwinseating.com

Paul Winter = **Direct**
 Regional Sales Manager, Northeast
 840 Montgomery Ave. #707
 Bryn Mawr, PA 19010
 610.526.9100
 Paul.Winter@irwinseating.com

Clark Dudley =
 Regional Sales Manager, Southwest
 2180 East 3380 South
 Salt Lake City, UT 84109
 801.598.8950
 Clark.Dudley@irwinseating.com

Spence Benedict =
 Regional Sales Manager, Midwest
 3251 Fruit Ridge NW
 Grand Rapids, MI 49544
 616.574.7341
 Spence.Benedict@irwinseating.com

Fred Hannapel = **Direct/Indirect** **Indirect**
 Regional Sales Manager, Northeast
 3251 Fruit Ridge NW
 Grand Rapids, MI 49544
 616.574.7246
 Fred.Hannapel@irwinseating.com

Coke Irwin =
 Regional Sales Manager, Central
 3251 Fruit Ridge NW
 Grand Rapids, MI 49544
 616.574.7296
 Coke.Irwin@irwinseating.com

Les Lundberg =
 Regional Sales Manager, Southeast
 3512 Sherborne Chase
 Marietta, GA 30062
 770.579.1663
 Les.Lundberg@irwinseating.com

First name	Last name	Company	Email address	Phone number	Street address	City	State/Province	Zip Code	Country	Product
Brent	Bieshaar	Academic Specialties	brent@academicspecialties.com	(303) 237-1333	8676 Concord Center Dr.	Englewood	Colorado	80112	United States	All
Tim	Phillipart	American Athletix	tim@americanathletix.com	(231) 798-7300	PO Box 1881	Muskegon	MI	49443	United States	Telescopic
Traci	Smith	Blankenship Associates	tsmith@blankenshipassociates.com	(919) 787-1346	PO Box 30425	Raleigh	North Carolina	27622	United States	Telescopic
Ben	Burkholder	Builders Specialty	benb@buildersspecialty.com	(717) 367-0322					United States	Telescopic
Craig	Nagai	Centaur Products	cnagai@centaurproducts.com	(778) 383-3577	6855 Antrim Ave.	Burnaby	British Columbia	V5J 4M5	Canada	All
Mike	Cannon	Commercial Shelving	mcannon@commshelving.com	(808) 836-3811	2835 Ualena Street	Honolulu	Hawaii	96819	United States	All
Greg	Corbin	Corbin Interior Specialties, Inc.	ggreg@corbininteriorspecialties.com	(781) 936-8391	PO Box 1615	Duxbury	Massachusetts	02332	United States	Telescopic
Tam	Moody	Delta Graphic	tmoodv@deltagraphic.com	(804) 748-6448	12532 Branders Bridge Road	Chester	Virginia	23831	United States	Seating
Lou	Domenicone	Domenicone, Lou	lou.domenicone@irwinseating.com	(623) 363-4797						
Tom	Carney	Earl A. Fisher Company	tcarnevsr@gmail.com	(914) 698-3486	257 Mamaroneck Avenue	Mamaroneck	New York	10543	United States	Seating
Steve	Blumenfeld	ESSJAY	essjayco@aol.com	(215) 947-8913	1156 Gantt Drive	Huntingdon Valley	Pennsylvania	19006 3243	United States	Seating
Troy	Smith	Folding Equipment Company	tsmith@foldingequipmentcompany.com	(419) 537-0222	5432 West Central Avenue	Toledo	Ohio	43615	United States	All
Steven	Strazzabosco	Forum Athletic Products	steve@forumathletic.ca	(905) 405-1222	7517 Bren Road Units 1,2&3	Mississauga	Ontario	L4T 3V4	Canada	Telescopic
James	Pressley	GCF	jameskpressley@gmail.com	(770) 757-3616	6350 Lake Oconee PkwySTE 102, PMB 72	Greensboro	Georgia	30642	United States	Seating
Tripp	Copeland	Georgia Specialty Equipment	tcopeland@gsequip.com	(770) 461-2090	137 North 85 Parkway	Fayetteville	Georgia	30219	United States	All
Ron	Johnson	Haldeman-Homme	rjohnson@haldemanhomme.com	(612) 331-4880	430 Industrial Boulevard	Minneapolis	Minnesota	55413	United States	All
Steve	Celeski	Highland Seating Company	highlandseating@highlandseating.com	(781) 344-1970	12 Welch Avenue, Suite 3Regency Park	Stoughton	Massachusetts	02072	United States	Seating
Michael	Morris	ID+A	mmorris@id-a.com	(502) 562-9255	1700 S. Fifth St.	Louisville	Kentucky	40208	United States	Seating
Cydney	Earl	Institutional Products	cydney@institutionalproductsilc.com	(505) 243-2030	230 Cynthia Loop NWUnit C	Albuquerque	New Mexico	87114	United States	All
Terry	Harris	Integrity Sales Group	integrity.harris@gmail.com	(877) 483-2100	5021 E. 700th Ave.	Altamont		62411	United States	All
Scott	Graen	Iowa Direct Equipment	scott@iowadirectequipment.com	(319) 266-2305	PO Box 747	Cedar Falls	Iowa	50613	United States	All
Jeffrey	Mulhall	J. S. McHugh	jmulhall@jismchugh.com	(516) 222-2200	839 Stewart Avenue	Garden City	New York	11530	United States	All
Bill	Pence	JH Pence Co	bpence@jhpence.com	(540) 343-2434	1334 8th st.	roanoke	Virginia	24015	United States	Telescopic
James	Cogan	JWC Building Specialties	jcogan@jwcbldgspec.com	(262) 522-9100	722 North Grand Avenue	Waukesha	Wisconsin	53186	United States	Seating
Kathleen	Haldeman	KFH and Associates	kfhandassoc@cs.com	(410) 349-7377	7210 Kent Point Road	Stevensville	Maryland	21666	United States	All
Larry	Kleinman	Kleinman Group, The	thekleinmangroup@verizon.net	(805) 445-9243	1933 Baja Vista Way	Camarillo	California	93010	United States	Telescopic
Gary	Langdon	Langdon, Gary	gary.langdon@irwinseating.com	(905) 868-7413						Seating
Chris	Lutz	Larson Equipment	clutz@larsoncompany.com	(847) 705-0460	403 South Vermont	Palatine	Illinois	60067	United States	Seating
Brad	Jones	Lone Star Furnishings	brad@lonestarfurnishings.com	(972) 378-0199	4301 Reeder Dr.STE 100	Carrollton	Texas	75010	United States	All
Nat	Longo	Longo Associates, Inc.	nlongo@longoinc.com	(201) 670-7070	100 Hilltop Road	Ramsey	New Jersey	07446 1119	United States	Seating
Rich	Strayer	Maffei Strayer Furnishings	rstrayer@mstrayerfurn.com	(412) 741-1850	147 Cobblestone Dr	Pittsburgh	Pennsylvania	15237	United States	All
Tom	McLean	McLean, Tom	tom.mclean@irwinseating.com	(313) 819-2528						Seating
Charlie	Burt	Mid-States School Equipment	cburt@msseco.com	(816) 282-7838	810-C NW Main	Lee's Summit	Missouri	64086	United States	All
Randy	Peets	MISSCO	rpeets@missco.com	(601) 987-8600	2001 Airport Road	Flowood	MS	39232	United States	All
Bryan	Schmidt	Montana School Equipment	bryan@mtschoolschoolequipment.com	(406) 454-0420	6100 3rd Avenue South	Great Falls	Montana	59405	United States	Seating
Michael	Bates	Newton Seating Company	m.bates@newton-fl.com	(904) 355-2080	PO Box 28582344 Harper St. (32204)	Jacksonville	Florida	32203	United States	All
Gary	Kindell	Norris Kindell & Associates	nakingdell_inc@fuse.net	(513) 385-2211	6040 Peachview Drive	Cincinnati	Ohio	45247	United States	Seating
Steve	Harrington	Northstar Equipment, LLC	northstarlink@gmail.com	(262) 248.1485	510 Broad Street	Lake Geneva	Wisconsin	53207	United States	Telescopic
Paul	Trageser	Perfection Equipment Company	perfectionequipment@live.com	(919) 742-5077	135 Harold Andrews Road	Siler City	North Carolina	27344	United States	Seating
John	Conners	Performance Surfaces	jconners@performancesurfaces.com	(405) 463-0505	821 W. Wilshire	Oklahoma City	Oklahoma	73116	United States	All
Gregg	Stalker	Professional Furnishings & Equipment	gs@profurnishings.com	(716) 685-6885	2191 George Urban Blvd.Suite 3	Depew	New York	14043	United States	All
Ross	Pritchard	RPA	rpritchard@rpainc.biz	(205) 324-5641	PO Box 1388 (35201-1388)2700 Fourth Avenue South	Birmingham	Alabama	35213	United States	All
Diane	Schildknecht	Schildknecht, Diane	diane.schildknecht@irwinseating.com	(317) 339-9448						All
Arlen	Fetch	School Products & Equip.	afetch.scpe@midconetwork.com	(701) 222-4775	1021 Airport Road	Bismarck	North Dakota	58504	United States	All
John	Shiffler	Shiffler Equipment	jws@shifflerequip.com	(440) 285-9175	745 South St.	Chardon	OH	44024	United States	All
Pat	McDermott	Sierra School Equipment Company	patmcdermott@sssecinc.com	(661) 399-2993	1911 Mineral Court	Bakersfield	California	93308	United States	Seating
Andrew	Ward	Steve Ward Associates	andrew@swainc.com	(615) 350-7310 x 144	7330 Cockrill Bend Blvd.	Nashville	Tennessee	37209	United States	All
Gareth	Reardon	Synergy Facility Furnishings, LLC	gareth@synergylfurnishings.com	(985) 888-1075	1800 S. Lane	Mandeville	Louisiana	70471	United States	All
Barry	Travis	Travis School Equipment, Inc.	barry@newwavecomm.net	(270) 527-5191	901 US Highway 68 West	Benton	Kentucky	42025	United States	Telescopic
Mark	Lobdell	U.S. Specialties	marklobdell@usspecialties.com	(502) 587 9000	2205 River Road	louisville	Kentucky	40208	United States	Telescopic
Jim	McLaughlin	Union Wholesale Company	jimmcl@uwco.com	(302) 656-4462	500 East Front Street	wilmington	Delaware	19801	United States	Telescopic
Mark	Severson	Vibetech Specialties	vibetechspecialties@gmail.com	(503) 407-0375	4931 SW 76th Ave., #300	Portland	OR	07225	United States	All
Kirk	Worthington	Worthington Contract Furniture	kworthington@austin.rr.com	(512) 331-1628	3006 Longhorn Blvd.STE 104	Austin	Texas	78758	United States	All

Why Irwin Seating Company?





The Irwin Difference

From Carnegie Hall...





The Irwin Difference

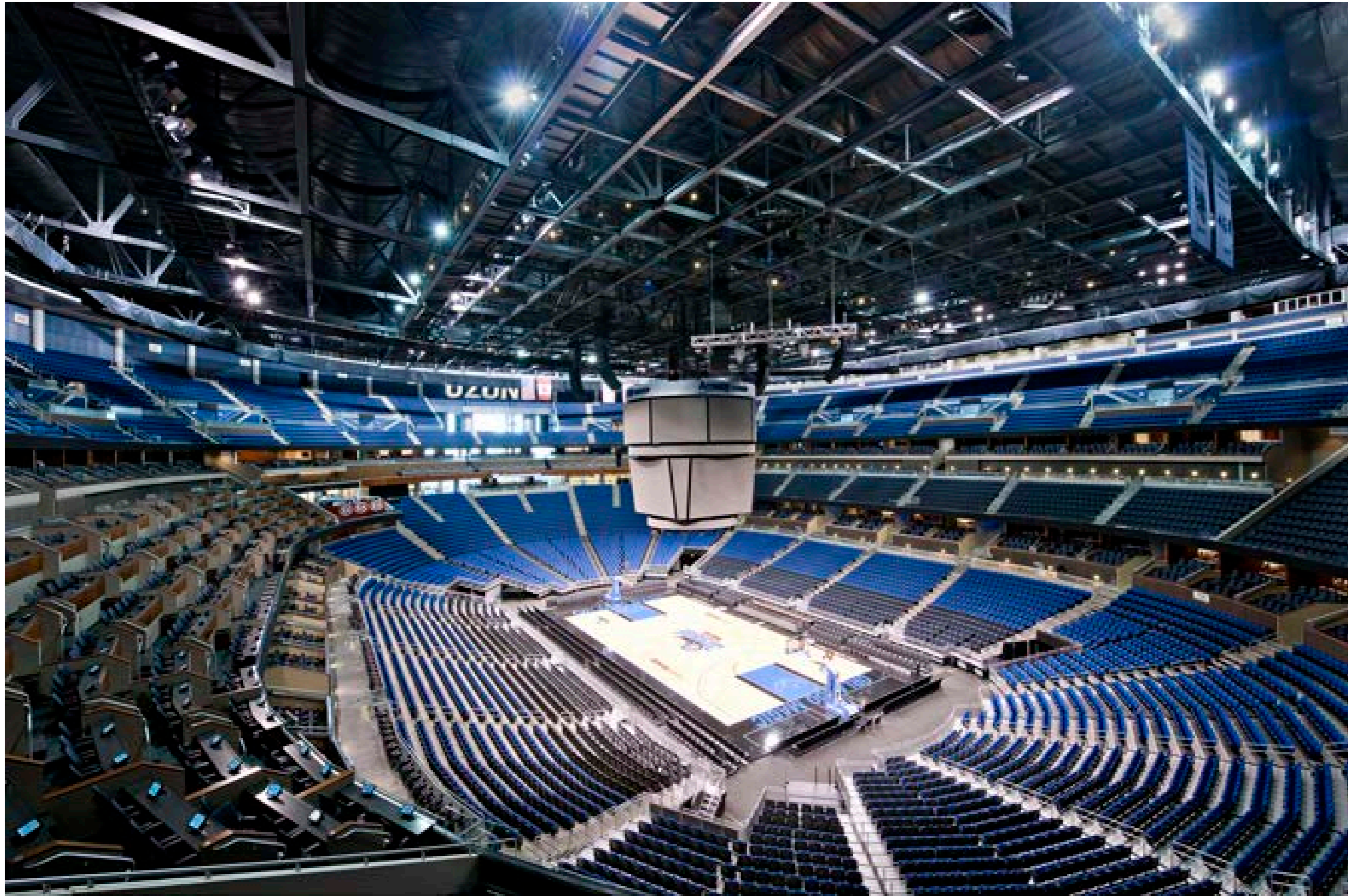
...to Edmonton Commonwealth Stadium...





The Irwin Difference

...Amway Center...





The Irwin Difference

...Bay College...





The Irwin Difference

...American Canyon High School...





The Irwin Difference

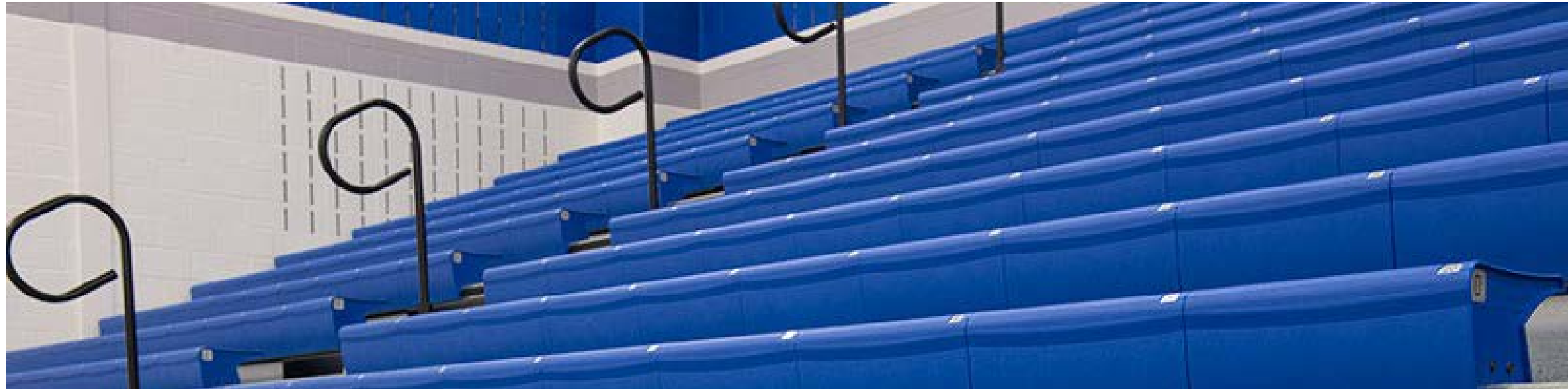
...Greenback School...





The Irwin Difference

...and WH Adamson High School...



**Our Customers Appreciate the Irwin Difference:
People, Products, Service.**



The Irwin Difference

- **Founded in 1907 by five investors, including 3 Irwin brothers; Earle, Eber and William**
- **Current President/CEO Earle “Win” Irwin is the Grandson of Earle Irwin**
- **Three of Win’s five sons hold key management positions within the Company**





The Irwin Difference

U.S. company based in Grand Rapids, MI and Altamont, IL



The Irwin Difference

Made in the USA:

- Grand Rapids plant manufactures auditorium / theatre / stadium seating
- Altamont plant manufacture telescopic seating systems
- Employs 500+ workers
- Steel components are formed & welded in-house
- Wood components are formed in-house
- Upholstery & assembly work is performed in-house
- Plastic components are purchased locally from U.S. manufacturers



The Irwin Difference

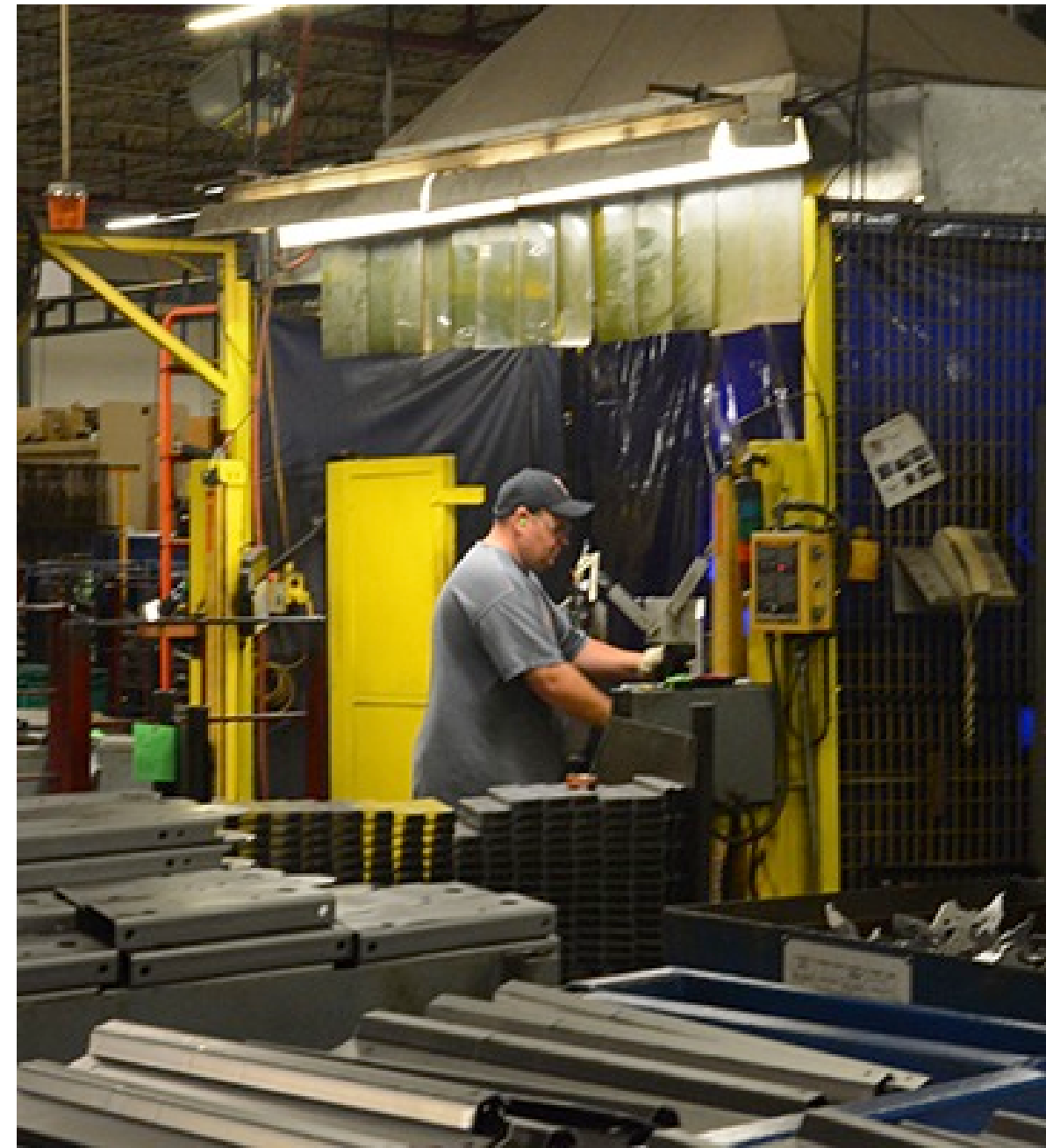
Manufacturing Expertise:

Largest Capacity in the Industry

- 15,000+ chair per week in Grand Rapids
- Large, experienced workforce at telescopic platform fabrication facility
- Extensive vertical integration of supply chain for short lead time and flexible scheduling

Utilization of Advanced Technologies

- Computer aided design (AutoCAD, Revit, Pro-E)
- Robotic welding
- Laser and CNC cutting
- State of the art powder coating systems





The Irwin Difference

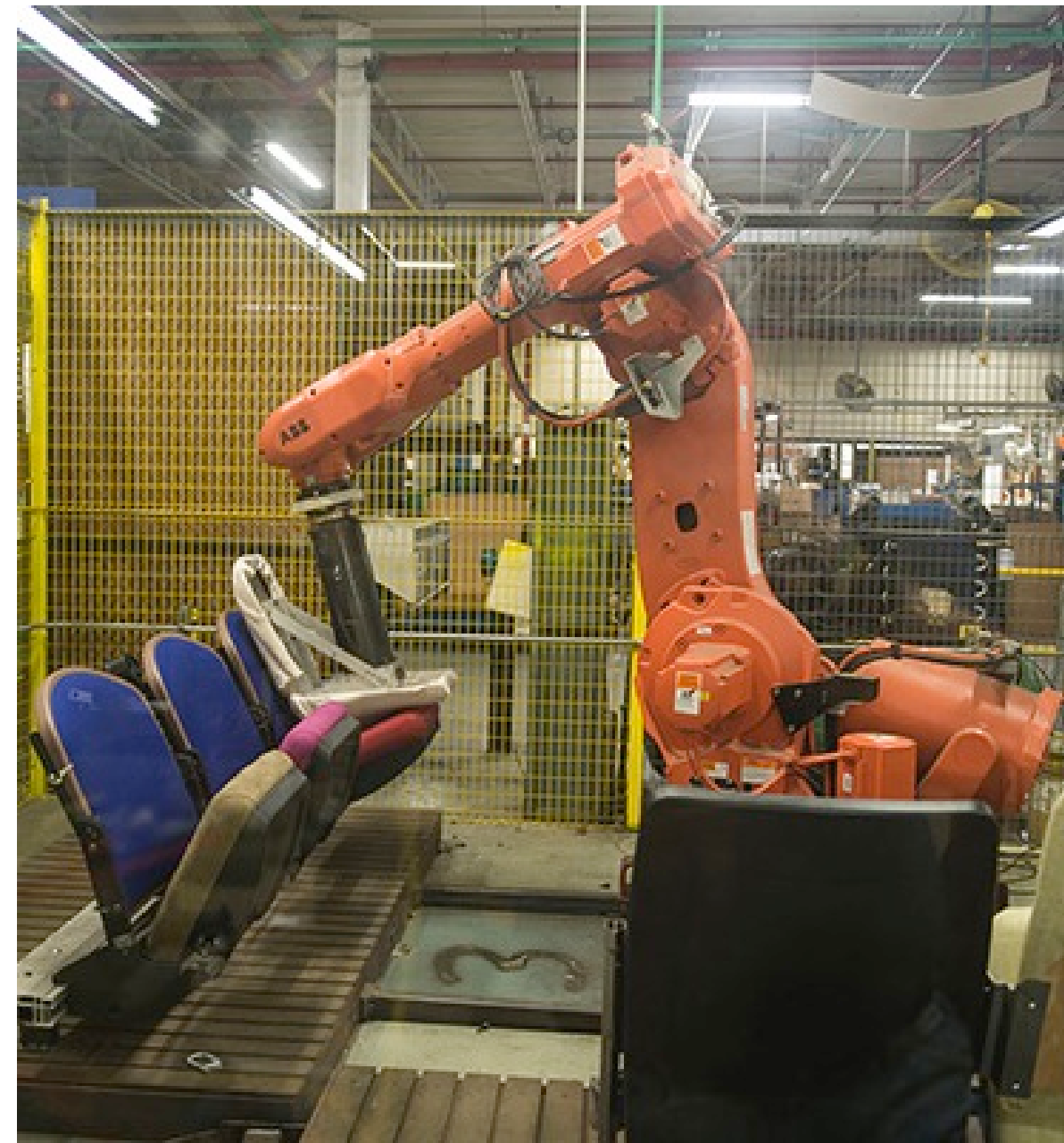
Manufacturing Expertise:

Product Testing & Engineering

- Advanced in-house test lab
- Routine independent lab testing to insure compliance with industry standards
- Professional Engineers (PE) involved with all aspects of product design and development

Environmentally Conscious Company

- Extensive recycling throughout all our facilities
- Very low VOC emissions and no urea formaldehyde
- Michigan “Green Manufacturer” of the year award from Consumer’s Energy





The Irwin Difference

Engineering Know-How:

- **Industry's most durable products**
 - Millions of chairs tested in the real world
 - Telescopic solutions that withstand the test of time
- **Designed comfort**
 - Seating that is stylish and comfortable whether on telescopic platforms or concrete risers
- **Experienced product design engineers**
 - Product application know-how
 - Customized solutions to accommodate unique facility conditions or aesthetic needs



The Irwin Difference

Broadest Product Line in the Industry:

- Highly customizable auditorium and theatre seating, with a variety of back, seat, end and platform options
- Stadium and arena seating
- Lecture room seating
- Telescopic bleacher and platform systems
- All configured to fit properly in your facility!



The Irwin Difference

Highly Experienced

Distribution Partners:

- Strong experience with the marketplace, especially the K-12 and Higher Education markets
- Strong experience with our product lines
- Many have had exclusive rights to distribute our products for decades





The Irwin Difference

Full Service, Turn-Key Solutions:

- Design the optimum solution and layout for your project
- Incorporate all applicable codes
- Site check / field measure prior to manufacture
- Service after the sales through our dedicated Customer Technical Service (CTS) Department and Parts and Services Division



The Irwin Difference

Long Term Support:


- **Commitment to the long term satisfaction of customers**
 - Industry leading product testing requirements
 - Unmatched commitment to customer satisfaction through Irwin Seating's Parts & Services Division
 - Irwin Seating Company stands behind its products





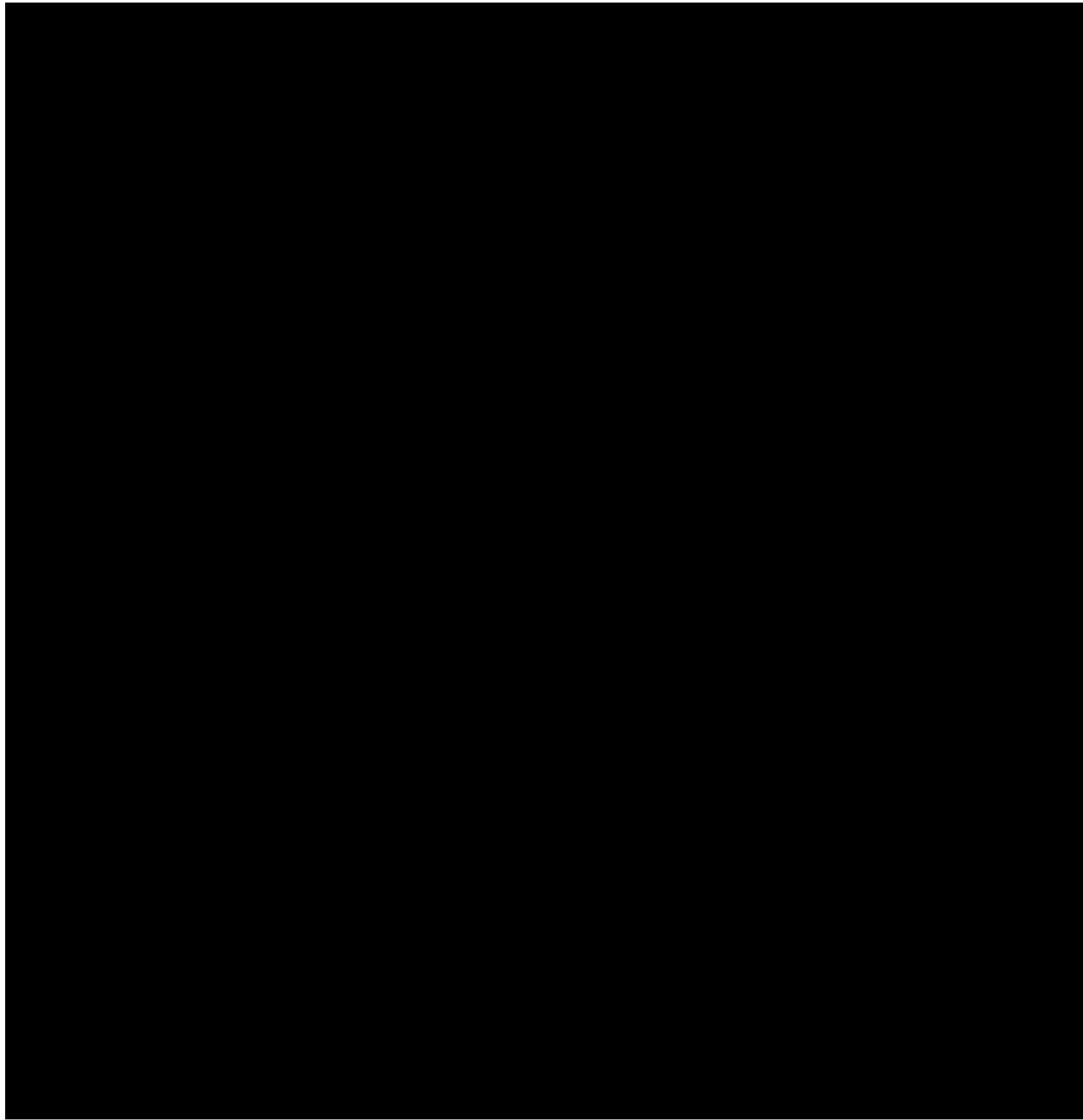
The Irwin Difference

Current National IPA Supplier:

- 
- Our entire distribution system is familiar with the contract
- Our Regional Sales Managers are available to assist distributors and customers work through the NIPA process



The Irwin Difference





Why Irwin Seating Company?

- **Recognized leader in public seating**
- **A proven track record of 100+ years, with millions of chairs installed**
- **A U.S. company with solid financial strength for the future**
- **Engineered durability**
 - Tested and certified products that will withstand the test of time, operate and look good for years to come
- **An extensive product line that can be customized to enhance the facility**
- **Single source for all fixed and telescopic platform seating for a unified look and ease of maintenance.**
- **Unmatched commitment to client satisfaction**



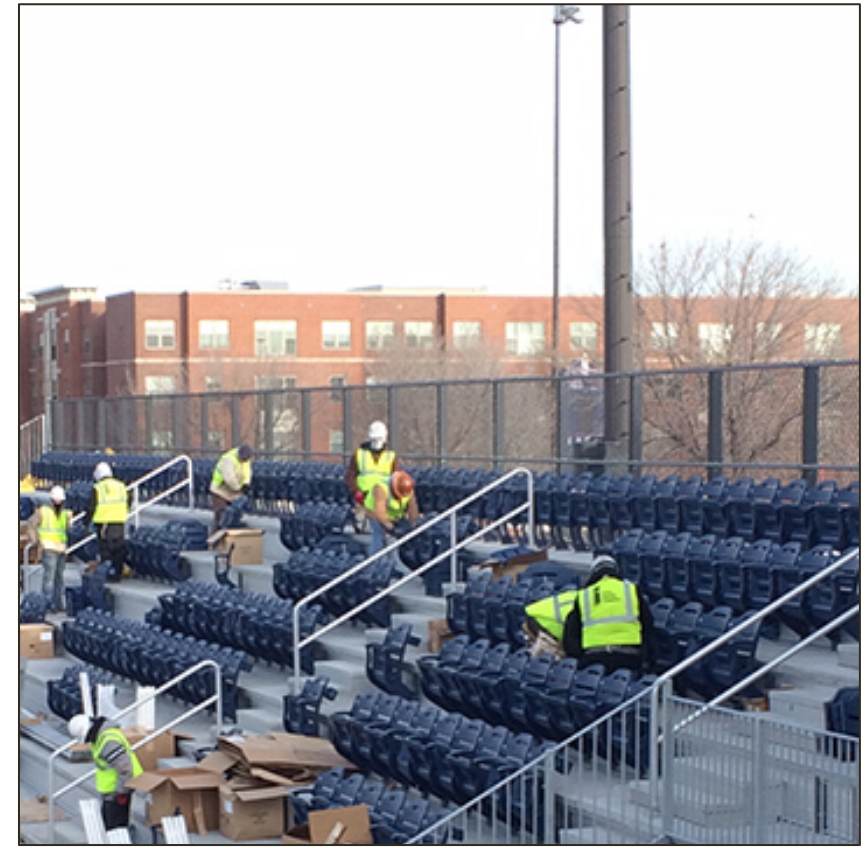
Why Irwin Seating Company?



People



Products



Service

Thank You!



Irwin Seating Company

Responses to General Questions

- 1- Agreement extensions
 - a. Discounts would be honored for 4 renewal periods
 - b. Price reductions based on marketplace changes and other factors would be reflected in annual price list updates
 - c. Prices offered under this agreement will continue to reflect best customer pricing
- 2- System design, space planning and layout is always provided, typically via our distributor, as part of the project procurement process. This includes guidance in selecting appropriate products for the application, design assistance for aesthetic selections such as fabric and finishes, identification of site conditions that need to be accommodated, review of construction documents and providing seating layouts to verify seating design and capacity. There are no costs to the customer for these services.
- 3- Design turn-around time varies by the service. Typically, most design assistance can be provided immediately when meeting with the customer. Seating layouts typically take around two weeks.
- 4- Quotation turn-around time is typically two or three days.
- 5- Scope of solicitation
 - a. All current products are covered in our proposal
 - b. All future products are covered at the same discount rate
 - c. We would anticipate that any other changes to the product line would be covered at the same terms under this agreement
 - d. Custom products are also covered
- 6- FOB Destination
 - a. Our products are priced FOB factory
 - b. Delivery & installation costs vary widely based on size of the project and location. We do offer a price configurator in the Excel price book, which offers published "not to exceed" truckload prices for freight and per chair prices for installation. However, we recommend getting actual freight and installation quotes, which may be lower and are passed along to the customer.
- 7- On line order tracking is not available. Typically, we are proactively managing delivery and installation with the customer weekly.
- 8- We are in agreement with the National IPA Master Agreement and Administrative Fee
- 9- We understand that RFP response documentation will be posted on the NIPA website for public viewing. We would like to review the summary page, as we there was some confusion regarding freight and install in 2014.

Responses to Customer Specific Questions

- 1- Orders are typically placed through a distributor, although some areas are serviced by a factory agent or representative
 - a. Each geographic territory is serviced by a single distributor or representative
 - b. Best pricing can be verified through a Regional Sales Manager, who is responsible for consistent pricing under the contract
- 2- Attached is a list of current authorized dealers and distributors. Contact your Regional Sales Manager to identify the correct representative for a specific location.
- 3- We employ approximately 500 employees at our two manufacturing locations
- 4- Custom designed product is not returnable. We will repair or replace any defective product.



Norfolk Public Schools

The cornerstone of a proudly diverse community

January 29, 2015

Bill MacLeod, Director of Marketing
Irwin Seating Company

RE: RFP-15006FL Educational Furniture

Dear Bill:

Thank you for responding to Norfolk Public Schools' formal solicitation for Educational Furniture dated 10/29/2014. The evaluation committee has reviewed all received proposals, evaluated any follow-up responses, and listened to presentations so that we can move forward with the selection process. As a result, your company has been selected as a finalist...Congratulations! Any Awards for this project will be selected from our finalist group.

The evaluation committee is requesting your "Best and Final" (BAFO) offer to assist with the Award selection. As time is of the essence, we would appreciate your response no later than 4 PM ET on Monday, February 2, 2015. Please address the following items in your BAFO response and provide supporting documentation:

- Return any presentation slides, webinar screenshots, or other documents that were offered during your recent oral presentation.
- If awarded, Norfolk Public Schools (NPS) will allow any Designer, General Contractor or Sub-Contractor to use the pricing of goods and/or services established through an Award, provided such work is being performed for NPS or a N-IPA member organization. Please acknowledge acceptance of this opportunity.
- List your FINAL pricing to include adjustments for freight, minimum purchase amounts, base prices, exclusions, fees, additional benefits, service costs, and any extra discounts.
- Submit other items to clarify and/or assist the selection process so your company is best represented prior to the Final Award.

Final scoring and Award will be based upon the responses from our finalists. Please note that due to the complexities associated with this RFP, multiple awards may be issued.

We look forward to receiving your final proposal.

Sincerely,

Fred Ledbetter, Senior Buyer
Purchases & Supply Department
Norfolk Public Schools



Norfolk Public Schools

The cornerstone of a proudly diverse community

January 10, 2015

John Goudzwaard
Irwin Seating

RE: Questions concerning responses to RFP-15006FL- Educational Furniture

As a follow up to your response for Request for Proposal 15006FL, Furniture – Educational (K12/Higher Ed), the evaluation committee requests the following clarifications and/or changes to your proposal:

GENERAL QUESTIONS FOR ALL:

1. If service and conditions are acceptable, the initial term of this agreement may be extended for up to four additional 1-year periods.
 - a. Would these discounts be honored for those renewal periods?
 - b. Would price reductions based on marketplace changes, technology advances, process improvement and other factors, be provided if applicable?
 - c. If your company engages with another group, cooperative, or public agency AND the pricing offered to them is below that being offered to NPS/N-IPA, would our pricing be changed to be below the new engagement?
2. What assistance will your company and/or dealers provide as to space planning, layout, and system design of furniture projects? Be specific and clearly indicate what services are provided at no charge and list the amounts for any billable services. You may also want to document any conditions that would restrict these services (location, quantity/cost {size} of order, time required, seasonal, etc.).
3. What is your turn around time for Designs?
4. What is your turn around time for Quotes?
5. Throughout the term (possibly up to 5 years) of this solicitation, product lines may be added and discontinued by your company based upon production and market changes.
 - a. Are all of your company's current product lines offered for this RFP?
 - i. Were electronic copies provided for those catalogues? If not, please provide (e-mail or a link to on-line site is preferred).
 - ii. Are any of your products/lines excluded from this RFP and why?
 - b. Will future product lines be added at similar discounts? How?
 - c. Through mergers and/or acquisitions, product lines may be added, discontinued, or changed. Would adjustments be made for these items to be available to members of this cooperative?
6. FOB Destination is preferred for this solicitation.
 - a. Are your products delivered FOB Destination?

- b. If not, what is the reason for this and would there be a consistent percentage or dollar amount to add and achieve those delivery terms (FOB Destination)?
7. Is on-line order tracking available to customers?
8. Is your company in agreement with the National IPA Master Agreements and Administrative Fee provided within the specification for RFP-15006FL – Educational Furniture?
 - a. YES or NO
 - b. If No, explain your exceptions.
9. Please confirm understanding that if awarded, all RFP response documentation will be posted on the National IPA website in public view.

Company Specific Questions:

1. Are orders to be placed directly with the manufacturer or through a dealer/sales network?
 - a. If dealers or independent sales representatives are used to place/facilitate orders, what assurances will we have that we will get the best available pricing?
 - i. How will the N-IPA pricing be verified consistently across your entire dealer network?
 - ii. Would they be allowed to compete “against” the manufacturer and reduce their commissions? How would this be prevented?
2. Please provide a list of your authorized dealer network
3. How many people (FTE) are employed by your company?
4. What is your company’s return policy for purchased goods?

Return your clarifications/changes via e-mail to:

fledbetter@npsk12.com no later than 4 PM ET on Tuesday, January 13th, 2015.

If you have any questions, please contact me at 757-628-3476.

Thank you,



Fred Ledbetter, C.P.M., Senior Buyer
(757) 628-3476 Fax (757) 628-3871
e-mail: fledbetter@npsk12.com

cc: NPS/N-IPA Evaluation Team



Norfolk Public Schools
The cornerstone of a proudly diverse community

NORFOLK PUBLIC SCHOOLS
DEPARTMENT OF PURCHASING & SUPPLY
800 E. City Hall Avenue, Room 1205
Norfolk, Virginia 23510-2723
www.nps.k12.va.us/purchases/index.htm

Telephone: (757) 628-3880 Fax: (757) 628-3871

ISSUE DATE: 10/29/2014	REQUEST FOR PROPOSAL #: RFP-15006FL	TITLE: National IPA Educational Furniture
DUE DATE/TIME: 12/09/2014, @ 2:00:00 PM local time		BUYER: FRED LEDBETTER, 757-628-3476 email: fledbetter@nps.k12.va.us
OPTIONAL PRE-BID CONFERENCE ON 11/14/2014 AT 10:00:00 AM local time (SEE SPECIAL TERMS & CONDITIONS)		

Sealed proposals subject to terms and conditions of this request will be received by Norfolk Public Schools Purchasing Agent at 800 E. City Hall Avenue, Room 1205, Norfolk, Virginia 23510-2723 on the due date and time specified, [and then publicly opened and read]. Additional proposal submission instructions can be found in the Special Terms and Conditions section in this document and in the NPS Vendors Manual.

Note: Norfolk Public Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder/offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

IRWIN SEATING CO.
3251 FRUIT RIDGE AVENUE NW
GRAND RAPIDS, MI 49544

Telephone Number: (616) 574-7400
Facsimile Number: (616) 574-7411
Cell Number: (616) 437-0175
Email: SALES@IRWINSEATING.COM

VA State Corporation Commission
(SCC) No.: F0368649
Virginia's Contractor's License: 2701019986
Contractor Class: RFC

D-U-N-S Number: 006 0154 24

In compliance with this Request for Proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods/Services at the price(s) indicated in the section C and Attachment 6.

JOHN LOUOZWAARD, DIRECTOR OF CONTRACTS

Printed Name and Title of Authorized Signatory

John Louozwaard 12.5.14
Signature (blue or black ink) Date

Addenda Acknowledged	
Number: <u>1</u>	Dated: <u>11.20.14</u>
Number:	Dated:
Number:	Dated:
Number:	Dated:

K. ATTACHMENTS

ATT 1: State Corporation Commission Form (RFP)

Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:

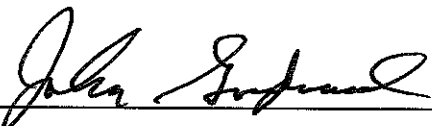
is a corporation or other business entity with the following SCC identification number: _____ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (NPS reserves the right to determine in its sole discretion whether to allow such waiver):

Signature:  Date: 12.5.14

Name: JOHN BOUZWAARD
Print

Title: DIRECTOR OF CONTRACTS

Name of Firm: IRWIN SEATON COMPANY

ATT 2: Anti-Collusion Statement

In the preparation and submission of this proposal on behalf of IRWIN SEATING CO. (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1.69.9. The undersigned vendor hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.


"...or otherwise take any action in the restraint of free competition in violation of the Sherman Antitrust Act, 15 USCS Sections 1 et seq.; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.19; or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9."

BY: John Gouzward (SIGNATURE)
JOHN GOUZWARD PRINT NAME
IRWIN SEATING COMPANY COMPANY
3251 FRUIT RIDGE AVENUE NW BUSINESS ADDRESS
GRAND RAPIDS, MI 49524 CITY, STATE, ZIP
12.5.14 DATE

ATT 3: Debarment Statement

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY:  (SIGNATURE)
JOHN GONDZANO PRINT NAME
IRWIN SOUTER-G COMPANY COMPANY
3251 FRUITLAND AVE NW BUSINESS ADDRESS
GRAND RAPIDS, MI 49524 CITY, STATE, ZIP
12-5-14 DATE

Irwin Seating Company Proposal
RFP-15006FL
National IPA Educational Furniture

Irwin Seating Company is pleased to present our proposal in response to RFP-15006FL, for the National IPA Educational Furniture purchase contract.

Executive Summary

Irwin Seating Company has been servicing the public seating market since 1907. We offer the broadest fixed seating product line in the industry, as well as the most extensive and experienced distribution network.

We are bidding this contract as the manufacturer of the products offered. Customers are serviced by a network of localized distributors and agents to provide the hands on assistance needed for successful projects. Many distributors provide installation services using factory trained and certified installation crews. We also offer services of factory trained and certified installation subcontractors.

This offer encompasses two product categories – fixed seating and telescopic platforms. Fixed seating includes fixed chairs for auditoriums, lecture rooms, arenas and stadiums, while telescopic platforms also include gym bleachers.

Our products are made to order, so each project is custom. Our products must be configured for the specific styles (wood back versus plastic back, for example), options (writing surfaces, aisle lights, number tags, etc.) & finish selections (fabric, paint color etc.). Product is also configured to fit the space, which includes manufacturing the correct parts for proper chairs widths, back to back spacing, floor slope, etc. This often requires special parts to accommodate site conditions.

Product built to customized specifications and configurations are not returnable. Defective product will be repaired or replaced per the warranty.

Our offering includes unlimited service for assistance with product selection, samples, product configuration, seating layouts and specials engineering at no cost to the member. Lead time for samples will vary dependent on product specification and finish selections. A site survey is required for all projects, and will be provided by Irwin Seating Company or its local distributor and is included at no additional cost to the member. After the sale, our distributor will work with Irwin Seating Company's Customer Technical Service Department to assure that the end user is 100% satisfied with an installation.

Due to the complexity of the product and installation, we typically provide product through our local distributors. They can work directly with the customer at the job site to make sure that all their needs are being met and to walk them through the product catalog, assist with product and finish selections, review site conditions and all the other details that lead to a successful installation.

Our sales organization is organized around our Regional Sales Manager (RSM). Each RSM has responsibility for distributors and agents in a geographic area. RSM also service larger "major projects" directly.

The attached price list covers specific product as configured in our Irwin Difference catalog, and provides a representative selection of our product line. Due to the breadth of our product line, there is virtually no limit to the number of configurations we can provide. We will extend our contract discount to any configuration the end user may choose.

We are offering a 50% discount off list price to product FOB factory. (Tiered pricing is offered in the price list based on chair quantity or number of rows in telescopic system.) We can offer extended discounts on projects with over 2500 chairs that are sold directly through our RSMs.

We are also happy to provide delivery and installation services. Installation is provided either by local distributors, or subcontracted to certified installation specialists. Costs vary wildly based on product selection, chairs quantity, site conditions and the local labor rate, so NET pricing for installation and freight is priced separately in our pricing book.

(Alternately, we can offer produced at 45% list price delivered. However, because of the wide range of costs for delivery, this method is not advantageous for the customer, so we strongly recommend the 50% off FOB factory method, and base our proposal on it.)

We also offer parts and service for installed products. We have service parts for Irwin product, plus parts from a number of other manufacturers, including some who are no longer in business. Members should contact our parts department for pricing and availability.

The Irwin Difference

1. People

We have a proud heritage as a family owned, privately held business that offers over 100 years of experience in the seating business providing products manufactured in the United States of America. Many of our manufacturing and office workers have made a life time career at Irwin Seating Company. Our culture has attracted the best in all related disciplines to offer the best products available to our customers at the best value. Our sole focus for the 100 + years has been meeting our customer needs for public seating solutions while maintaining continuous improvement and exceeding customer expectations.

2. Product

Our expertise has brought to the market the broadest product offering available, including custom and special products for special needs. Of our broad product offering the Marquee, Citation and Millennium Chairs are the most often selected for the Education market. We simply offer products for every fixed seating need in an indoor or outdoor setting. We are the largest manufacturer of such products in the world.

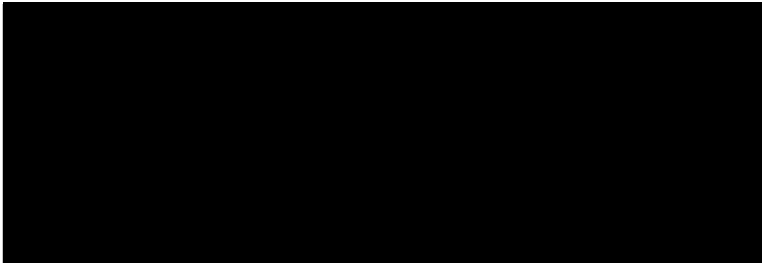
3. Service

Our customers rely on us to provide exceptional service, both before and after the sale. In addition to seating layout services, we offer sight line services and ADA recommendations. Chair customization and design consultation assures our customers that the seating they select suits the venue. Irwin Seating Company offers full restoration services to return old, worn chairs to their original beauty. And we coordinate project installation with the construction contractor using factory certified installers.

Experience, Resources and Qualification

Irwin Seating Company World Headquarters is in Grand Rapids, Michigan. We manufacture and assemble all products for North America in our 400,000 sq. ft. Seating Division facility in Grand Rapids, as well as our Telescopic Division manufacturing facility in Altamont, Illinois.

Irwin Seating Company is the largest manufacturer of fixed seating in the world. During our busy months we ship over 15,000 chairs a week from our Grand Rapids facility. In addition to providing products to the K-12 and Higher Ed markets, Irwin Seating Company provides products to the arena, stadium, cinema, performing arts and worship markets.



Support Methodology and Approach


Irwin Seating Company has 8 Regional Sales Managers and approximately 50 distributor field partners and agents, with over 200 salespeople, which cover every state of the union and Canada.

This contract will be supported by local distribution that will assess a project and provide the following:

- Seating specification built in collaboration with the member for the appropriate model chair for each specific projects.
- Samples of agreed upon model of seating.
- Assistance with layout and configuration utilizing the most current building and safety codes.
- Provide layout of specific product configuration for approval.
- Can provide removal of existing and installation of new seating.

National Program Response

Irwin Seating Company is currently offering products under the National IPA contract, and anticipates continuing to build on our efforts to sell under the contract:

- Experienced sales force familiar with the advantages of using the NIPA contract.
- Extensive selling efforts through our network of sales managers, distributors and agents.
- 

Irwin Seating Company has nationwide distribution through Regional Sales Managers and distribution field partners and agents. We market our products at trade shows local and national and advertise in trade papers. We require our field partners to have a good working relationship with local architects, contractors and school decision makers. This creates a business model that is second to none!

Other Proposal Notes

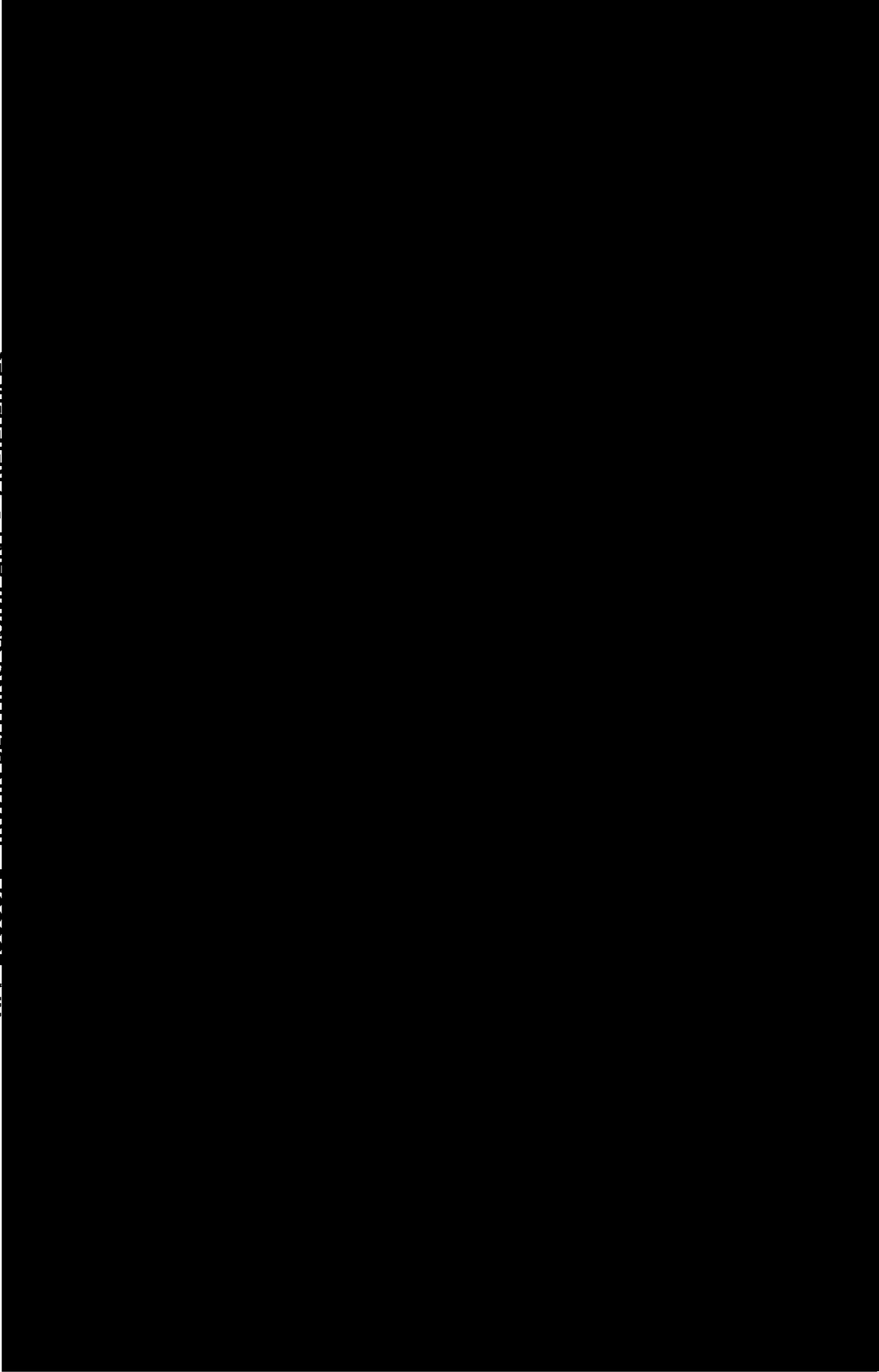
We do not believe that projects will be successful without personalized service from an experienced sales representative before the sale. Therefore, we do not have any facilities for e-commerce and on line ordering. We do have a wealth of product information on our website, and have the facilities to create National IPA specific content within the website.

Products offered on the Specification for Evaluation Worksheet meet all functional specifications, although some manufacturing details do not match specifications exactly. Any deviations are not material.

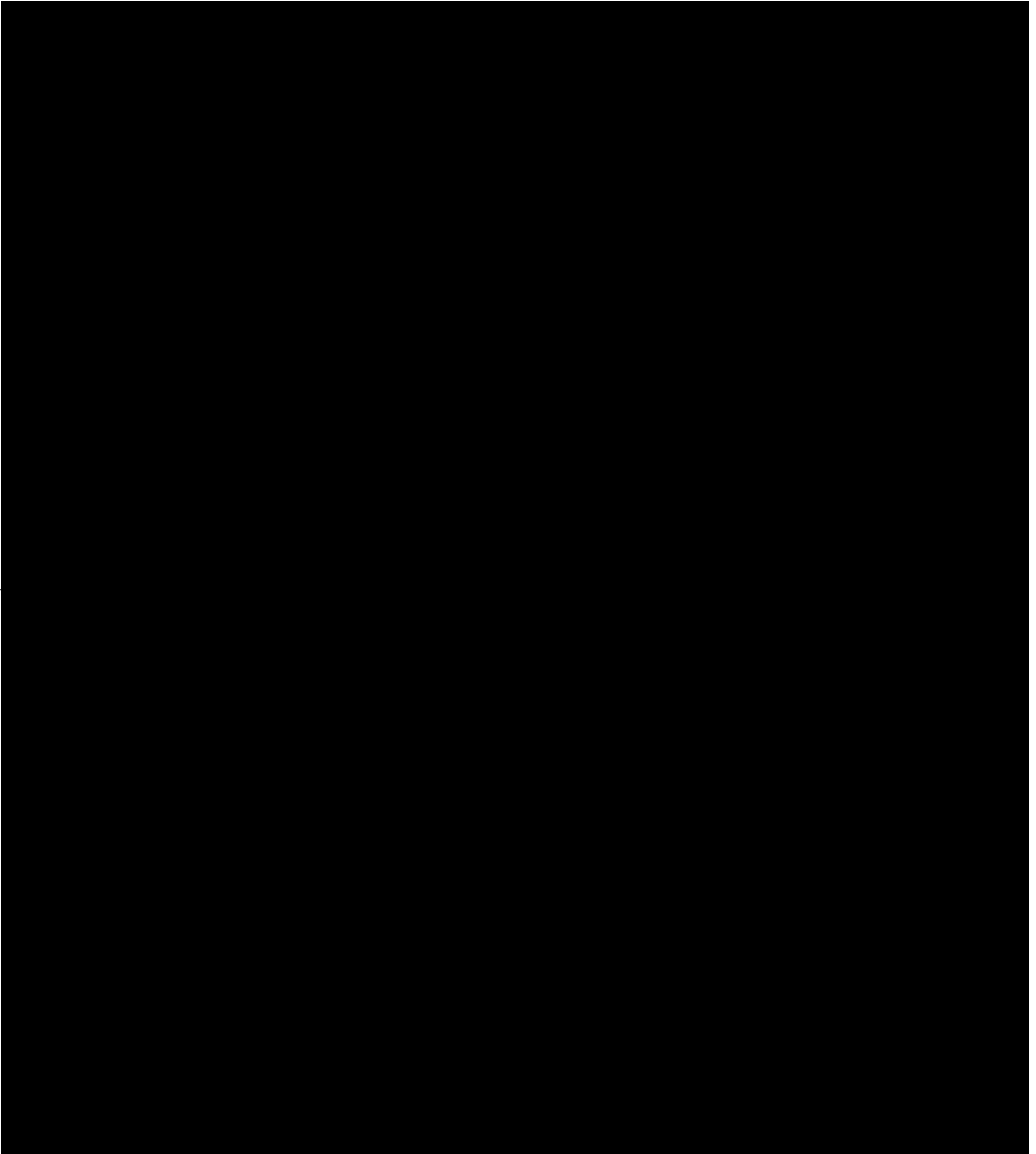
See attached list of past National IPA contract projects.

We look forward to working with you to clarify any questions that may arise, and anticipate a long and mutually beneficial relationship going forward.

RF 15006EL - IRWIN SEATING COMPANY - 5 References



Irwin Seating Company National IPA Project List





Product Warranty

Irwin Seating Company ("Seller") warrants to the original purchaser ("Buyer") its indoor fixed seating products against defects in material and workmanship from the date of shipment until the applicable time periods set forth below.

Warranty Periods:

Component	Warranty Period
Structural Standards	5 Years
Operating Mechanisms	5 Years
Plastic, Wood and Painted Components	5 Years
Upholstered Components	1 Year
Electrical and Power Components	1 Year

Seller at its option will either repair or replace with a comparable product within commercially acceptable standards any product which fails under normal and reasonable use for which the product is intended, provided such failure and written notification of such failure to Seller occurs within the applicable time period set forth above and that Buyer has paid the full project price. Alternatively, Seller may refund the purchase price paid for the returned defective product. Damage or repairs arising from abuse, accident, vandalism, improper installation, or alteration of the product subsequent to sale, shall not be considered to be a defect in material or workmanship. Notwithstanding anything to the contrary herein, this warranty shall include materials and freight for the applicable time period set forth above except Seller shall also pay for labor during the first two years of the warranty period.

THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE OBLIGATION OF ANY SURETY SUPPORTING THIS WARRANTY CEASES ONE YEAR FROM THE DATE OF SHIPMENT.

Buyer's sole and exclusive remedy against Seller shall be for the repair or replacement of defective parts as provided herein and no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to Buyer. The sole purpose of this exclusive remedy shall be to provide Buyer with free repair and replacement of defective parts in the manner provided herein. This exclusive remedy shall not be deemed to have failed in its essential purpose so long as Seller is willing and able to repair, replace or refund the defective parts in the prescribed manner.

Buyer is responsible for regular maintenance of the products. "Regular maintenance" includes tightening of any loose assembly and attaching hardware, replacement of damaged components, cleaning of upholstery and other finishes, inspection of product components (including assembly hardware, moving parts and anchoring devices) and removal of dirt on any powder-coated steel, especially on attaching footplate. This work shall be performed at reasonable intervals based on frequency of use, but at least every six (6) months. Strenuous use requires weekly inspection. All hazards are to be corrected prior to further use.

Failure to give notice of any defect within the applicable time period or the failure to perform regular maintenance voids this warranty. This warranty specifically excludes and does not apply to: (a) customer's own material and non-standard color or surface finishes; (b) color fading of product; (c) user attached accessories or customer product changes either not installed by Seller or resulting in damage or changes to the product; (d) use of product outside that of normal wear and tear, including neglect, vandalism or misuse; (e) consumable components of products (e.g., light bulbs); or (f) natural variations of parts of products, including, but not limited to color fastness and natural variations in wood.

Seller's entire warranty is embodied in this writing, irrespective of any statements made by Seller's salesmen, employees, or agents about Seller's products. Any such statements do not constitute warranties, shall not be relied upon by Buyer, and are not part of this warranty. This writing is a complete and exclusive statement of the terms of Seller's warranty and may not be modified, altered, or amended except in writing and signed by an officer of Seller.

PRICE BOOK COVER SHEET

RFP-15006FL

Educational Furniture

Norfolk Public Schools / National IPA

RFP Due December 9, 2014 at 02:00:00 PM ET

This spreadsheet contains multiple tabs that correspond with the Categories listed below. Each tab should be completed by providing all relevant pricing being offered by your company. If you do not wish to offer pricing for a particular category or item, enter "N/A" in the corresponding sections. A "NOTE" area is located at the bottom of each category sheet and may be used to provide any special instructions or other furniture options. The last tab, labeled "Spec for Evaluation", is to be completed with pricing for specific items. Additional information is found in the Bid Documents. Because, this information will be a factor in the final award process, make sure that as much data as possible is provided. If an "Equal" is being proposed, type/write "SUB" in the 3rd column and include the Manufacturer's name and the Model Number of the item. Additional information may be provided on separate documents, provided they are referenced for easy identification.

Category I: Freestanding Education/Classroom/School Furniture-furniture, (including folding and mobile) desks, tables and related school accessories.

Category II: Library Furniture and Shelving -complete catalog selection of library furniture and shelving.

Category III: Technology Educational Furniture-complete catalog selection of technology furniture to support technology learning environments.

Category IV: Science-Lab Educational Furniture-complete catalog selection of science laboratory furniture.

Category V: Cafeteria-complete catalog selection of cafeteria furniture.

Category VI: Early Childhood Furniture-complete catalog selection of early childhood furniture (including pre-school items).

Category VII: Art Instructional Furniture-complete catalog selection of art instructional furniture.

Category VIII: Career & Technical Education (Vocational Arts) Furniture and Equipment- complete catalog selection of career vocational arts furniture and equipment, including, but not limited to: Cosmetology, Nursing, Trades, Crafts, Technicians, Engineering, etc.

Category IX: Audio Visual Furniture-complete catalog selection of audio/visual furniture.

Category X: Fixed Seating (auditorium/lecture)-complete catalog selection of auditorium/lecture hall seating.

Category XI: Residence Hall Furniture-complete catalog selection of Residential Hall furniture.

Category XII: Storage-complete catalog selection of filing systems including vertical and lateral files, bookcases, mobile cabinets, and accessories.

Category XIII: Task seating, seating-office, lounge, conference room, break areas.

Category XIV: Music/Audio Lab Furniture and Accessories – Storage, mobile carts, display units, stands, cases, seating, and other similar items used in Music/Band instruction.

Category XV: Athletic Training/Facility Furniture and Special Events – Benches, equipment storage, mobile carts and similar items.

Category XVI: Display Cases/Shelving - Trophy and awards shelving/storage, custom displays, bulletin boards, banner holders, specialty cases.

Category XVII: Healthcare Furniture-Catalogue selection of furniture used in Nursing Stations, Dispensary/First-Aid areas, Guidance/Social Psychology Offices, and other similar areas.

Category XVIII: Related Support Services (Delivery/Design/Install, etc.) - design and layout, fabric and color design services and other related services requested by the customer.

Spec for Evaluation: Pricing Book to be completed for a sampling of products being quoted for the proposal.

Category I Freestanding Classroom and Educational Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category II Library Furniture and Shelving

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category III Technology Educational Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category IV Science-Lab Educational Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category V Cafeteria

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category VI Early Childhood Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category VII Art Instructional Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category VIII Career & Technical Education Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category IX Audio Visual Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category X Fixed Seating (auditorium/lecture)

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
Irwin Seating Company	Tiers I-V (1)	Delivered Tailgate FOB Factory (2)	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	50.00%	See note 3	See note 4
	\$15,001 to \$50,000	50.00%	See note 3	See note 4
	\$50,001 to \$100,000	50.00%	See note 3	See note 4
	\$100,001 to \$250,000	50.00%	See note 3	See note 4
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

- Note 1: Tiered pricing is available in the Price List
 Note 2: Base pricing is 50% off list FOB factory. Given the wide range of delivery costs based on product, project size and location, project specific quotes for freight and installation are advantageous for the customer
 Note 3: The price book contains a configurator for project specific net delivery pricing
 Note 4: The price book contains configurators for project specific net delivery and installation pricing

Category XI Residence Hall Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category XII Storage

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category XIII Task Seating

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category XIV Music/Sudio Lab Furniture & Accessories

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category XV Athletic Training/Facility Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
Irwin Seating Company (Pricing for Telescoping Bleachers and Platforms)	Tiers I-V (1)	Delivered Tailgate FOB Factory (2)	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	50.00%	See note 3	See note 4
	\$15,001 to \$50,000	50.00%	See note 3	See note 4
	\$50,001 to \$100,000	50.00%	See note 3	See note 4
	\$100,001 to \$250,000	50.00%	See note 3	See note 4
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Note 1: Tiered pricing is available in the Price List

Note 2: Base pricing is 50% off list FOB factory. Given the wide range of delivery costs based on product, project size and location, project specific quotes for freight and installation are advantageous for the customer

Note 3: The price book contains a configurator for project specific net delivery pricing

Note 4: The price book contains configurators for project specific net delivery and installation pricing

Category XVI Display Cases/Shelving

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category XVII Healthcare Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

No Bid this product category

Category XVIII Related Support Services

Please use this sheet to note any related services and their proposed discount structure/pricing, this includes but is not limited, design services, quick ship, fabric/color design services or any other related support services your company can offer:

We provide seating layout and design consultation services at no cost the customer.

We provide a wide range of parts and services, including maintenance contracts, at additional cost. Each parts and service agreement is tailored to the specific needs of the individual customer. (No price list available).

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
1	Low-Back Task Chair 24"W x 24"D x 34-39"H - Seat height 16.5-21.5" - Swivel-tilt control - 360 degree swivel - pneumatic seat height adjustment - tilt tension control - seat and back tilt as a unit - upright position tilt lock - back depth adjustment. 9 to 5 Seating Agent Series #1425-S2 or approved equal	no bid						
2	Chair, Oversized, no padding, A+ Size with an 18 1/2 " seat height. Artco Bello #7108 4-Leg Chair or approved equal	no bid						
3	Melody Chair - 17 1/2" seat height with band pitch - frame constructed of 16 gauge square tubing - textured polypropylene seat and back - standard black finish - stacks up to 18 high - National Public Seating #8210 or approved equal	no bid						
4	Chair, 1 piece sled base 13-1/2" - 14" through 17-1/2" - 18" (see specification section for detail)	no bid						
5	Chair, Student computer, 5 star pedestal base, black frame, 1-piece plastic shell, Specify available shell colors. no arms swivel base. (no padding)	no bid						
6	Chair, Student/teacher, 4-leg on casters one piece bucket seat, black frame no arms	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
7	Desk, Student Open Front - Angled book box and wrap-around U-Brace for added strength. Artco Bell #9500 or approved equal - Specify available colors	no bid						
8	Desk, Student Study Desk - 4 leg - Adjust height range of 22"-29" with an 18" x 34" top and book box on right (also available w/ book box on left) - U-Brace for added strength - Book box features two compartment for book storage, an integrated pencil tray, and is angled to provide additional leg room. Artco Bell #2121 or approved equal - Specify available colors	no bid						
9	Desk, Two Student - 4 leg - Adjust height range of 22" - 29" with a 24" x 48" top - 2 metal book boxes - Artco Bell #C810 or approved equal - Specify available colors	no bid						
10	Desk, Teacher Station - Bullet Top 30"D x 60"W with Height Adjustment 24" - 36" - Modesty panel in the desk to manage excess wires - Cable ports in upper leg connect one station with another while those in the lower leg direct the wires to floor - Nylon based end caps also included to protect the feet. Smith System #26516 or approved equal	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
11	Desk, Teacher - Double pedestal - 30" x 60" with center drawer - metal frame, laminate top, with box/file drawers down both sides - lockable. Artco Bell #E500 or approved equal	no bid						
12	Desk/Chair Combo, 18" x 24" hard plastic top, chrome bookrack, steel frame, hard plastic back and seat, Artco Bell #H457 or approved equal (see specification section for detail)	no bid						
13	Lectern, Metal, Floor model w/3 shelves, Medium Oak laminate, slant top with wood pencil stop, 3-fixed shelves, no light fixture. Smith System #502 or approved equal.	no bid						
14	Lectern, Metal, Pole model w/slant top, 16"x20", pencil stop, adj from 30"-44"H, laminate top, metal pole, Oklahoma Sound #70 or approved equal.	no bid						
15	Mobile Table, Stool Table Series, 17" high stool, 29"H x 30"W x 10'L table, 12 stools, high- pressure laminate top - up and down lock mechanisms, torsion bars for smooth operation, opening and closing safety device. Virco MTS17291012 or approved equal	no bid						
16	Table, Mobile Folding Rectangular, 12" long, Spectrum laminate, black enamel frame. SICO LB #TLB21F0102CS or approved equal	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
17	Table, Mobile Folding, Rectuangular, 12' long, with 12 attached ABS seats, Spectrum laminate, black enamel frame, SICO LB #TB5 or approved equal	no bid						
18	Table, Mobile Folding 8' convert-a-bench (see specification section for detail)	no bid						
19	Table, Mobile Folding Round, 48" non adjustable, spectrum laminate, black enamel frame. SICO Pacer #2075-120 or approved equal	no bid						
20	Table, Mobile Folding Round, 60" non adjustable, spectrum laminate, black enamel frame. SICO Pacer #2075-150 or approved equal	no bid						
21	Table, Mobile Folding Oval, 60"x66" non adjustable, spectrum laminate, black enamel frame. SICO Pacer #3175-165 or approved equal	no bid						
22	Table, Mobile Folding Oval, 60"x54" non adjustable, spectrum laminate, black enamel frame. SICO Graduate #TT-B or approved equal	no bid						
23	Table, Activity, Rectangular, 30"x60" (see specification section for detail)	no bid						
24	Table, Rectangular, Folding 30"x60" heavy duty	no bid						
25	Table, Rectangular, Folding 36"x72" heavy duty	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
26	Table, Computer, 24"d x 60"w x 22"-35"h (see specification section for detail)	no bid						
27	Desk: Desk with 3-drawer pedestal and sculpted (or shaped) knee space drawer front to accommodate a computer keyboard. (Adden Roommate RM05PDSF or acceptable alternative) 24x 42 x 29.5	no bid						
28	Chest: 3 Drawer (Adden Roommate RM03W or acceptable alternative) 24x 36 x 29.5	no bid						
29	Low Loft, Bunkable Bed: with Hook Lock Spring and Steel Pin Post Connectors, (Adden Roommate RM07LLHLKP or acceptable alternative) 37 5/8 x 84 3/4 Height 36":36"	no bid						
30	Safety Rail for Low Loft, Bunkable Bed: (Adden Roommate RM07SR or acceptable alternative).	no bid						
31	Writing Desk: Writing desk with knee space pencil drawer. (Adden Roommate RM05NP36 or acceptable alternative) 24 x 36 x 29.5	no bid						
32	26 1/2" 4 Drawer Vertical File Cabinets, locking	no bid						
33	27 1/2" Deep 2 Drawer Vertical File Cabinets, locking	no bid						
34	Lateral File/Storage Cabinet, 30" Wide, 4-Drawer locking, 52 1/2"H x 30"W x 18 5/8"D	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicable)
35	Auditorium Seating Lancaster or Equivalent (see specification section for details)	Citation Model 90.12.00.4 (catalog page 3)	(25-99 chairs) \$136.25 each	(100-199 chairs) \$115.54.08 each	(200-749 chairs) \$112.27 each	(750+ chairs) \$109.00 each	N/A	N/A
36	Drawing Table, CAD w/drawers (see specification for detail)	no bid						
37	Mobile storage island-double sided, with twelve clear trays, one side to have three shelves; other side has two shelves/each 18"w x 14"d x 12"h and twelve cubbies, on casters, overall dimensions: 48"w x 29"d x 29 1/2"h, fully assembled. Jonti-Craft #04400JC or approved equal	no bid						
38	Four piece Kitchen set-Refrigerator, stove, cupboard and sink, birch construction, fully assembled. Jonti-Craft #40801JC or approved equal	no bid						
39	Table-24"square x 22"h, maple table legs, minimal assembly. Jonti-Craft #57222JC or approved equal	no bid						
40	Chair-14"h, maple finish, ladder back, ordered as a set of 2. Jonti-Craft #5914JC2 or approved equal	no bid						
41	Sand & Water Table-with cover and lower storage area, 42"w x 22"d x 24 "h, birch frame, maple legs, 9" deep white plastic tub, heavy duty drainage faucet, birch ply cover. Jonti-Craft #2856JC or approved equal	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
42	Shelving-starter, single faced 60"h x 36"w 10"d with oak face veneer back. Brodart #S1-979-SOO/SB-600-SOO or approved equal	no bid						
43	Shelving-starter, double faced non-mobile, 48"h x 36"w 20"d, with oak face veneer back. Brodart #S1-765-SOO/SB-603-SOO or approved equal	no bid						
44	Table-rectangular, 60"w x 36"d x 27 ½"h, with top thickness of at least 1" lumber core and legs of at least 2" solid hardwood. Brodart #94T-144-SOO or approved equal	no bid						
45	Chair-16" all wood construction, sled base. Brodart #B2-561-SOO or approved equal	no bid						
46	Notebook Security Cart, 16-module, 2-point locking system, 14-guage steel doors, 20-guage removable steel shelves, heavy-duty rubber wheels, security fasteners, adj wire retention clips, 20-outlet surge-protected power strip. Datamation Systems #DS-SHC-16-1/D or approved equal	no bid						
47	Table-54"w x 24"d x 30"h, chemical resistant top, oak wood four-leg frame, with apron, adjustable floor leveling glides, rubber leg boots. Diversified #P7202K30N or approved equal	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
48	Table-mobile teacher lab style, 48"w x 24"d x 36"h, high pressure laminate top, solid oak, acrylic finish, four 4" locking casters, stainless steel hand-pump sink (GFI protected AC duplex electrical outlet, upright rods/crossbar and clamps, 25' grounded extension cord, two 2 gallon water bottles and connecting hoses. Diversified #DIV-4111K or approved equal	no bid						
49	Stool-24"h, metal, four leg, 14" square seat, rubber with steel glide foot style. Lyon #1802 or approved equal	no bid						
50	Table-hardwood, art and drafting, 36"w x 24"d x 37 1/2"h, with a tilt top @ 36"w x 24"d, 3/4"-thick fiber resin top with heavy-duty tilt mechanism and pencil ledge, maple framing and legs with bolt-reinforced mortise and tenon joints for extra strength, hand-sanded and finished with sealer and multiple coats of lacquer for a durable finish. Adjustable floor glides, 2-piece fixed top. Ships assembled. Hann #WD50 or approved equal.	no bid						
51	Stool-24"h, 18 gauge round steel four leg frame, 14" round steel seat with 1/8" hardboard insert, polyethylene feet.Krueger #624 or approved equal	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
52	Stool-24"h, oak wood, 13" diameter seat, four-leg frame, comes assembled. Hann #S-24-O or approved equal	no bid						
53	Cabinet-mobile art, 40"w x 42"h x 24"d, maple and birch construction, four 5" casters, removable storage caddy, lower drawer, Comes assembled. Hann #TAS-4042M or approved equal	no bid						
54	Cart-AV, adjustable height, 34-1/2"- 44-1/2"h x 32"w x 24"d, includes storage security box, four 3"casters. Balt Proview #82692 or approved equal	no bid						
55	Cart-Presentation, 40 1/4"h x 18"w x 30"d, black metal frame, four 3" casters. Balt #89759 or approved equal	no bid						
56	Cart-Utility, 26"-42"h x 29"w x 15"d, black steel frame, includes UL/CSA approved, 4-oputlet, surge-protected, electrical assembly with 25' cord, cord winder, and a non-skid rubber mat. Balt #89842 or approved equal	no bid						
57	Lecture Seating-with tablet arm, fixed to the floor, plastic shell, I-beam tandem bolted to floor. American Seating 275 series or approved equal	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
58	Auditorium Seating-double-walled, molded plastic seats and backs, three-quarter safety fold hinge and a back that articulates to 90 degrees, the horizontal steel beams are mounted on floor supported cast iron pedestals. American Seating Dimension 674 or approved equal	Solara Model 115.115.25.25 (catalog page 14)	(25-99 chairs) \$99.50 each	(100-199 chairs) \$84.38 each	(200-749 chairs) \$81.99 each	(750+ chairs) \$79.60 each	N/A	N/A
59	Library - Student Chairs Thermoplastic Fixed Back - Bola Teen Chairs #45015 or approved equal	no bid						
60	Library - Student Chairs Thermoplastic Chair - Rascal #65003 or approved equal	no bid						
61	Library - Student Chairs - Sled Base Chair - Artco Bell Discover Series or approved equal	no bid						
62	Library - Student Chairs - Wooden Community Oak Chair	no bid						
63	Library - Task Chairs - No Arms - Grade III Fabric High Point #500 or approved equal	no bid						
64	Library - Mobile Book Case - Mobile Shelving D/F 42"H x 24"D Oak Construction & 3" Casters, 2-Adjustable & 2-Fixed Shelves 6 Steel Dividers On Each Shelf - Bookmark#21-4824-MOB or approved equal	no bid						
65	Library - Media Table 42"W x 42"L x 27"H -HPL Top, Standard Edge Oak - BookMark Table #B4242T-27 or approved equal	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
66	Library Shelving - Modular Shelving - 30 " High Single Sided - 30"H x 36"W x 10-1/2"D Adder - 30" high single sided shelving unit includes top, toe plate, one bottom and one mid shelf - Bookmark 31 Series or approved equal (see specification section for detail)	no bid						
67	Library Shelving - Modular Shelving - 30 " High Single Sided - 30"H x 36"W x 12-1/2"D Adder - 30" high single sided shelving unit includes top, toe plate, one bottom and one mid shelf - Bookmark 31 Series or approved equal (see specification section for detail)	no bid						
68	Library Shelving - Modular Shelving - 72 " High Single Sided - 72"H x 36"W x 10-1/2"D Adder - 72" high single sided shelving unit includes toe plate, one bottom and four adjustable shelves - Bookmark 31 Series or approved equal (see specification section for detail)	no bid						
69	Library Shelving - Modular Shelving - 42 " High Double Sided - 42"H x 37"W x 20"D Mobile - 42" high double sided shelving unit includes top, two toe plates, two bottom and four adjustable shelves - Bookmark 31 Series or approved equal (see specification section for detail)	no bid						

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
70	Library Shelving - Modular Shelving - 60 " High Double Sided Magazine Display - 60"H x 36"W x 24"D Adder - 60" high double sided magazine shelving unit includes two toe plates, six standard adjustable shelves and six pivoting magazine display shelves - Bookmark 31 Series or approved equal (see specification section for detail)	no bid						

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A. PURPOSE

Norfolk Public Schools (NPS) is seeking to establish a Master Agreement for Educational Furniture for use by this District and other public agencies, including K-12 and Higher Education which would be made available to Participating Public Agencies through the National Intergovernmental Purchasing Alliance Company (Attachment 5, Exhibits A-F).

B. STATEMENT OF WORK

1. BACKGROUND:

Norfolk Public Schools (“NPS”), as the Principal Procurement Agency, as defined in RFP# 15006FL, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. Norfolk Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment 5 contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. National IPA partners with a sister company, Novation, to leverage over \$53 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents. Norfolk Public Schools, reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

Norfolk Public Schools anticipates spending \$2.5 million over the full potential Master Agreement term for Educational Furniture. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Educational Furniture purchased under the Master Agreement through National IPA is approximately \$ 20 million. This projection is based on the current annual volumes

among Norfolk Public Schools, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier(s) and National IPA.

2. SCOPE/CATEGORIES OF PRODUCTS AND/OR SERVICES

Although this section reflects the needs and requirements of Norfolk Public Schools, it is expected Participating Public Agencies will have different requirements. The awarded Offeror will have the ability to offer their comprehensive line of Educational Furniture to Participating Public Agencies. Educational Furniture may include products and services associated with, but not limited to:

Category I: Freestanding Education/Classroom/School Furniture-furniture, (including folding and mobile) desks, tables and related school accessories.

Category II: Library Furniture and Shelving -complete catalog selection of library furniture and shelving.

Category III: Technology Educational Furniture-complete catalog selection of technology furniture to support technology learning environments.

Category IV: Science-Lab Educational Furniture-complete catalog selection of science laboratory furniture.

Category V: Cafeteria-complete catalog selection of cafeteria furniture.

Category VI: Early Childhood Furniture-complete catalog selection of early childhood furniture (including pre-school items).

Category VII: Art Instructional Furniture-complete catalog selection of art instructional furniture.

Category VIII: Career & Technical Education (Vocational Arts) Furniture and Equipment- complete catalog selection of career vocational arts furniture and equipment, including, but not limited to: Cosmetology, Nursing, Trades, Crafts, Technicians, Engineering, etc.

Category IX: Audio Visual Furniture-complete catalog selection of audio/visual furniture.

Category X: Fixed Seating (auditorium/lecture)-complete catalog selection of auditorium/lecture hall seating.

Category XI: Residence Hall Furniture-complete catalog selection of Residential Hall furniture.

Category XII: Storage-complete catalog selection of filing systems including vertical and lateral files, bookcases, mobile cabinets, and accessories.

Category XIII: Task seating, seating-office, lounge, conference room, break areas.

Category XIV: Music/Audio Lab Furniture and Accessories – Storage, mobile carts, display units, stands, cases, seating, and other similar items used in Music/Band instruction.

Category XV: Athletic Training/Facility Furniture and Special Events – Benches, equipment storage, mobile carts and similar items.

Category XVI: Display Cases/Shelving - Trophy and awards shelving/storage, custom displays, bulletin boards, banner holders, specialty cases.

Category XVII: Healthcare Furniture-Catalogue selection of furniture used in Nursing Stations, Dispensary/First-Aid areas, Guidance/Social Psychology Offices, and other similar areas.

Category XVIII: Related Support Services (Delivery/Design/Install, etc.) - design and layout, fabric and color design services and other related services requested by the customer.

Specification Descriptions

For Items contained in the Request for Proposal Educational Pricing Book (Attachment 6) that indicate a more detailed description, detailed specifications are provided below. Offerors should pay careful attention to the following descriptions when completing the pricing workbook.

Other participating agencies requirements may differ from those of Norfolk Public Schools. Awarded supplier will need to provide comprehensive solutions to meet the needs of other participating agencies.

ITEM #4: CHAIR-Student, Stacking, One Piece – Sled Base

Chair shall be a one-piece injection molded high-density polypropylene or polyethylene seat shell mounted on a tubular steel sled base. Height to be between 13-1/2" - 14" through 17-1/2" - 18".

Frame: The frame shall be of a sled-base design formed from steel tubing, 16 gauge, 3/4" tubing shall be used on 17-1/2" size chairs. The frame shall be formed to give full support to the seat area by use of a formed cross member running side to side with die-formed steel mounting brackets welded to it. The back area of the shell shall be supported by steel back supports.

Shell: A one-piece contoured plastic seat shall be attached to the frame by means of 4 molded pockets (2 at the front underside of the seat, 2 at the sides of the back area). The die-formed 14 gauge steel mounting brackets shall be inserted into the molded pockets on the underside of the seat shell, and the steel back support tubes shall be inserted into the molded pockets on the side, or the shell can be held in position at the rear bottom corners by means of two 3/16" diameter rivets inserted through the shell and into the frame of the chair. Four plastic bumpers shall be provided to prevent chair-to-chair contact when stacked. The one-piece shell shall be reinforced by means of heavy ribs on the underside of the seat area.

Finish: Specify Available Colors.

ITEM #12: DESK/CHAIR COMBO

Study top with a tubular steel frame, separate molded melamine thermo set plastic seat and back and molded melamine thermo set writing surface.

Frame: Rear leg of 1-1/8", 18 gauge carbon steel swaged tubing running from side to side of the seat, welded to two 13 gauge, die formed seat braces punched to receive four #10 x 1/2" seat mounting screws. Front leg is of 1-1/8", 16 gauge swaged to 5/8". Top support tube shall be of 1-1/8"; 14-gauge tube shall connect rear leg, top support tube and front leg to eliminate leverage. Back post shall be 3/4", 14 gauge tubing welded to both front and rear leg assemblies. 16-gauge tie bar shall connect back post to frame. Back rest attached with four #10 x 1-1/4" screws.

Bookrack: #4 solid steel rods projection welded together then welded to frame. Seat and Back: Modified unsaturated thermo set copolymer with structural fiberglass reinforcement. Attached to frame by four #10-32 bolts with T-nuts embedded in the seat and back during the molding process. No through bolts or rivets shall be permitted.

Writing Surface: The solid plastic top shall be thermo set molded under heat and pressure to form a solid homogeneous dense unit, fused together without lamination or use of adhesives. Top: 18" x 24", attached to support with 16 gauge clamps and screws.

Metal Finish: Nickel chrome plating or enamel over iron phosphate coating.

Glides: Shall be 1-1/4" diameter, rubber cushioned nickel plated with swivel action, nylon base.

Artco Bell #H457 or approved equal

ITEM #16 - 22: TABLE: MOBILE FOLDING CONVERTIBLE BENCH

Mobile folding table/bench combination units that provide table seating and also constructed so tabletop converts to backrests for auditorium-type seating.

Tops shall have high-pressure plastic laminate top surface, per NEMA specifications, w/.020 black rigid vinyl backing sheet for balance construction. Tabletop edges shall be unbanded and sealed with a sprayed urethane, bonded to 3/4" core w/ 5/8" edge radius, 1-1/2" corner radius for durability and top plastic protection, moisture control and sanitation. Tabletop core shall be 3/4" 47# medium density fiberboard (MDF). Tops shall be fastened to frame by expansion rivets—no wood screws. Tabletop frame shall be 14 gauge, structural steel with 1-7/8" deep channel (one piece). The entire top frame shall be unitized construction with fully enclosed ends for support and strength. Table shall be operable with or without tops. All pivot points shall be a minimum 3/8" diameter steel bolt with aircraft lock nuts. Leg support system shall be 1" OD x 14 gauge, steel tubing. Caster beams

shall be 1" sq. x 16 gauge steel tubing. Metal parts to be nickel chrome plated on high use/abuse areas; black powder coat enamel on low contact areas. Conversion from tabletop to backrest shall be safe, easy operation without the use of manual locks that can be accidentally release. Benches shall be 3/4" 47# P.C.F., medium density fiberboard (MDF) with high pressure plastic laminate top surface and a .020 rigid vinyl backer sheet for balanced construction. Benches shall be unbanded and sealed with a sprayed urethane edge treatment. Through-bolt construction for a secure bench attachment. Bench height shall correlate to table height, i.e., 29" tabletop height shall have 17" benches. Two locking casters shall lock unit in place when in open position. Unit to unit connectors must be available as an option. Glides shall be 1-1/2" non-marking neoprene w/molded-in steel washer insert. In folded position unit shall be completely mobile with base frame mounted on four 3" diameter swivel casters with non-marking sanitized rubber wheels. Units shall be designed for compact storage. TABLE MUST BE UL APPROVED AND BEAR UL LABEL.

SICO #TEC 12F or approved equal

ITEM #23: TABLES, ACTIVITY, 4-LEG DESIGN

Top: solid core of 1-1/8" 45 lb. pcf particle board surfaced with a full 3 core high pressure laminated plastic with a back sheet. The edge banding is black vinyl plastic 5/16" thick oval design, spot nailed to prevent band from pulling away from edges. Leg: adjustable 18 gauge continuous seam welded 1-1/8" tubular chrome plated insert of 18-gauge tubing. Upper portion is permanently welded to a 13 gauge triangular plate 9-1/4" X 7" reinforced with a solid "v" shaped brace permanently attached to the leg and receiving plate by welding. Leg is adjustable from 22" – 29"h in one inch increments using a locking adjustment bolt on each leg. Die formed steel quickset receiver plate, factory installed, permits the attachment of leg with one screw. Quick set leg attachments is factory installed, formed of 16-gauge galvanized steel in a triangle within 5/8" cover flange with clearance for leg plate to be driven under flange, held to underside of table top with 3/4" sheet metal screws. Stretch bar is 16-gauge 1" x 1" tube. Stretcher is permanently attached to the underside of the top equidistant from the sides and running lengthwise of the tabletop. Stretcher is provided on all tables of 60" length or longer. Black powder coat enamel finish with chrome inserts. Glides are 1-1/4" diameter platform style, have a raised-radius inner-dome to ensure glide alignment. The use of a ferrule or collar on the glide is unacceptable. The glide is rubber cushioned, 1-1/4" diameter, self-leveling and fully nickel plated. The attachment incorporates an inside gripper ring, which positively secures the glide to the inside of the leg. The glide base is nylon.

ITEM #26: TABLE, COMPUTER, ADJUSTABLE, 24" D X 60"W

Top: Top is constructed with 1" thick, 45# particleboard substrate with minimum vertical grade .030", high-pressure plastic laminate top surface and phenolic backer sheet for balancing. Corners of top shall have a 2" radius. All edges are edge banded with 3mm thick PVC material bonded with hot-melt adhesive. Tops 60" wide shall have two grommets, one located near each rear corner.

Frame: Upper frame shall be fully unitized fabricated from 1- $\frac{1}{4}$ " , 16-gauge square steel tubing, 1- $\frac{1}{2}$ " , 16 gauge square steel tubing, 1" x 1- $\frac{1}{2}$ " , 16 gauge rectangular steel tubing, and 1" , 17-gauge square steel tubing butt-welded to form a solid rectangular support under the top. Lower frame shall be fabricated from 1- $\frac{1}{2}$ " , 16-gauge square steel tubing and 1- $\frac{1}{4}$ " , 16-gauge square steel tubing. Lower frame assembly is butt-welded. Adjustable legs are of telescopic type with 1- $\frac{1}{2}$ " , 16-gauge square steel tubing to receive 1- $\frac{1}{4}$ " , 16-gauge square steel tube leg. Smooth adjustment is achieved with a set of screw-style mechanism. Legs are equipped with plastic-base adjustable levelers to compensate for uneven floors. Frame assembly shall be finished with baked enamel paint.

Wire Management: Wire management trough is fabricated from 16-gauge cold-rolled steel, with edges deburred to create a refined edge. Inside dimensions of trough are 3" deep x 3" high. Trough shall be finished with baked enamel paint.

Assembly Detail: To and wire management trough shall be attached to the frame assembly using #10 x 2" tamper proof screws. Fleetwood 24.6281.61105 or approved equal

ITEM # 35 AUDITORIUM- Fixed Seating

Seating shall be floor mounted, or riser mounted, with common upright support assemblies with upholstered seat and back cushions. The fixed back shall accommodate three pitch positions at 16°, 19°, and 22°. The back cushion is protected by an injection molded polypropylene back shroud. The seat cushion shall be counter-balanced with a gravity lift to insure an automatic return to a full fold position. Springs may be added as an option to provide a 3/4 fold to full fold seat operation. Sloped floors will be accommodated. Seating will be manufactured in four seat and back widths to accommodate four nominal seat spacing's of 20" seat centers. View lines will be accommodated as indicated on the seating plans. Seating with right-hand tablet uprights will be manufactured to accommodate 20", "seat center spacings. Structural back shall be a 7-ply, 7/16" molded plywood inner structure bonded within 2" urethane foam. Foam density shall be 1.8 lbs. per cubic foot and 36 lbs. I.L.D. The upholstery fabric shall be attached to the foam and board using C-Gex® upholstery methods. An injection-molded polypropylene back shroud wraps around the edge of the inner structure board and the foam. The fixed back assembly with integral shroud is mounted to the uprights by four screws bolted through the structural 14-gauge steel inner back brackets. Three pitch options shall be available, 16°, 19°, and 22°, to be set during installation. Overall back height shall be 33-1/2".

ITEM #36 DRAWING TABLE WITH DRAWERS

Drawing desk constructed of solid maple framing and legs utilizing mortise and tenon joint construction with steel plates and lag bolt reinforcement throughout. $\frac{3}{4}$ " Fibersin two-piece tops have an adjustable side measuring 30"x30"d and a mounted pencil stop. Comes standard with a CPU holder, monitor arm, keyboard tray, mouse pad and cable manager. Includes a six-drawer storage box. Each drawer is lockable and measures 7-1/2"W x 2-3/4 "H x 16"d. Overall size: 42"W x 30"d x 39-3/4 "H. Shain L1W-H66920 or approved equal.

ITEM #66-70 LIBRARY SHELVING (Various Options provided for suggested guidelines)

End/Intermediate Panels:

All end and intermediate panels are 1" nine -ply poplar or birch core plywood with premium grade "A" oak or maple veneer on both faces. All exposed edges are banded with 1/8" solid red oak or maple with edges and corners radiused 1/8". Panels are bored to permit shelf adjustment on 32MM increments, (approximately 1¼"). Intermediate panels are machined on both faces. End panels are through-bored for attachment to the steel structural frames.-Glides/levelers is available upon request.

Steel structural frames:

Structural frames use 1" square steel tubing bent and welded to form a continuous rectangular frame with radiused corners and bored to accept 1/4"-20 connector bolt hardware for attachment to the end and intermediate panels.

Top:

The top panel is 1" thick engineered wood with select oak or maple veneer face. Front edge is banded with 1/8" solid red oak or maple. Top is attached with locking cam fasteners. Laminate tops are also available. Tops are standard on units 48"H and lower and may be specified as an option on taller units.

Toe Plates:

A 1"D x 2-1/2"H toe sits below and slightly behind the front of the bottom shelf. Toes are constructed of hardwood plywood and attached to the side panels with steel brackets and screws. Toes are included with each bookcase - one toe per single faced unit and two per double-faced unit.

Standard Adjustable Steel Shelves:

18 ga. steel shelves have a 1-1/4" deep downward front return bend and a 1-1/4" tall turned up lip in the rear. Angled slots in the turned down sides allow the shelves to mount on 5mm adjustable shelf pins. Bookcases 60" tall or taller use two fixed shelves per run. Fixed shelves are identical to adjustable shelves and are secured with 6mm euro-screws that use the same 5mm line holes as the adjustable shelf pins. Actual shelf depth is 1" less than nominal cabinet depth for single faced units or 1" less than half the nominal depth of a double-faced unit.

Sliding Book Support:

Sliding book support shall be formed of an injection molded engineering plastic slider block with an attached chrome plated 3/16" steel wire form 6"high and 7" or 9"deep. The slider block snaps onto rear rail of flat shelves and is easily moved when force is applied near the rail but is self-locking against book backs.

Tapered Bookcase Option:

Tapered end and intermediate panels are 1" nine -ply poplar or birch core plywood with premium grade "A" oak or maple veneer on both faces. All exposed edges are banded with 1/8" solid red oak or maple with edges and corners radiused 1/8". Panels are bored on an angle matching the taper of the end panels to permit shelf adjustment on 32MM increments, (approximately 1¼"). Intermediate panels are machined on both faces. End panels are through-bored for attachment to the steel structural frames. Other changes include a deeper toe frame and full height 31 Series steel frame with gussets welded into each corner. Extended 31 Series steel frame also is attached to the underside of the top for additional rigidity.

Mobile Option:

Toe plate is replaced with a full toe frame on each side of a double faced unit. A steel chassis is fit to the inside of the toe assembly. Casters are bolted to the chassis with 1/4"-20 bolts and nylon insert lock nuts and the entire assembly is attached to the end panel with 5/16"-18 machine bolts. The steel chassis provides formed flanges under the toe and end panels for extra support. The casters are 3" diameter, non-locking.

Steel Picture Book Shelves:

Slotted shelves are constructed of 18 ga. steel shelves have a 1-1/4" deep downward front return bend and a hem in the rear. Shelves are slotted to receive a steel divider, approximately every 2-1/2". Three dividers come standard per shelf. Angled slots in the turned down sides allow the shelves to mount on 5mm adjustable shelf pins. Actual shelf depth is 1" less than nominal cabinet depth for single faced units or 1" less than half the nominal depth of a double-faced unit.

Steel Picture Book & Media Dividers:

Dividers are constructed of 18 gauge steel laser cut to receive slotted Picture Book or Media shelves.

Periodical Shelves:

Periodical shelves consist of display shelf and standard adjustable shelf for storing back issues. Display shelf is 18 ga. steel shelves have a 1" deep downward front return bend and a 3/4" tall turned up lip in the rear. Side tabs are slotted to allow display shelf to stay in up position when slid back. Shelf is mounted to bookcase with 5mm pins.

Angled Media Steel Shelves:

Unit is angled to display all types of media. Shelves are available for 10" or 12" deep shelving units. Shelves are constructed of 18 gauge steel and have a 1-1/4" deep downward front return bend. Shelves are slotted every 2-1/2" to receive steel dividers. Shelves are installed in bookcase in the same fashion as the adjustable shelves. Multi Media Shelves hold up to 150 CD's, 50 DVD's or 35 VHS. Shelves are 34-15/16" long x 5" deep x 10" high. Bookmark 31 Series or approved equal

Additional Specifications

- a. The evaluation of furniture listed in the Educational Pricing Book (Attachment 6 – Excel file) will be part of the scoring. If requested, samples will be provided within five (5) business days of request, at no cost to NPS. All furniture is to be tagged as a sample for RFP# 15006FL including the item number corresponding to the number in the pricing book. Samples will be returned at the offeror's expense with no liability to be incurred by NPS for any loss or damage during pickup and transportation.
- b. Brochures, catalogs, etc., showing and describing each item proposal shall be included with each identified item (see Pricing Book), circled and numbered with appropriate corresponding number. (Proposals may not be considered if this information is not provided)
- c. Deviation sheets shall be attached to contractor's copy of Solicitation as requested.
- d. Warranty information sheets shall be included for all categories/items being offered. Non-warranty repair pricing shall also be included.
- e. Offeror's shall provide their product return policies and any applicable restocking fees. Restocking fees shall not be assessed to defective items.
- f. Offeror's delivery and set-up may require some rearranging of existing furniture which shall be included in the delivered and installed offered price.
- g. Installation to be completed by certified manufacturer installers and shall include all uncrating, assembly, installation, set-up if required, and ready for use with all packing materials and debris removed from the premises.
- h. Additional services shall be pre-priced (hourly rates) to include design, expedited delivery and installation services on an as-needed basis.

C. PRICING

Pricing is to be in the form of a discount off of an identified list by tiers with three levels of service, delivered tailgate, inside delivery and delivered and installed. Suppliers should provide specifics on what is provided on each service level. The tiers in the workbook are suggested only, suppliers may propose alternative tiers and this must be clearly identified for Categories I through XVII. For Category XVIII suppliers are to include any related services and their proposed discount structure/pricing. On the Specification for Evaluation Worksheet suppliers are to quote actual pricing based on the discount structure proposed for all tiers for Category I through XVII for evaluation purposes only. The Educational Pricing Workbook (Attachment 6 – Excel file) shall be utilized to submit all pricing and will be submitted electronically (two copies) on the requested CD (or flash drive) copy of the proposal.

D. EVALUATION AND AWARD CRITERIA

Award shall be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous "Best Value" to Norfolk Public Schools taking into consideration the evaluation factors set forth in the Request for Proposal. The award of a contract shall be the sole discretion of Norfolk Public School, with an award anticipated in early 2015. The award shall be based on the evaluation of all information as Norfolk Public Schools may request. Norfolk Public Schools reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP. Further, Norfolk Public Schools reserves the right to enter into a contract deemed to be in its best interest.

Evaluation of facility proposals shall be based upon the following criteria, when determining the "Best Value" proposal:

1. Experience, resources and qualifications of the Company and key personnel
2. Support methodology and approach
3. National Program Response including Attachment 5, Exhibits A and B
4. Past prior performance
5. Pricing

E. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

1. GENERAL

- a) RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies and two (2) electronic copies (CD or Flash/Storage Drive) of each proposal must be submitted to the Norfolk Public Schools. If there are any discrepancies between the paper copy and the electronic copy, the electronic copy takes precedence. No other distribution of the proposal shall be made by the offeror.
- b) Proposals shall be signed by an authorized representative of the offeror, sealed, and received at the office of the **Senior Director of Purchases & Supply, Norfolk Public Schools, 800 East City Hall Avenue, Room 1205, Norfolk, VA 23510-2723** prior to the date and time due. All information requested should be submitted. Failure to submit all information requested may result in the NPS requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the NPS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. The offeror's name, proposal number, and the opening date and time must be shown clearly on the face of the envelope or package containing your proposal.
 - a. Proposals must be received by the Department of Purchases & Supply prior to the date and hour specified in the request for proposal. Proposal or receipt deadlines scheduled during a period of suspended NPS operations will be rescheduled for processing at the appropriate times on the next business day.

- b. A sample mailing template has been supplied with this solicitation (Attachment # 4). Offerors should ensure this information is provided on the mailing envelope, even if using an express mail or private courier service (e.g., FEDEX, DHL, and UPS). Proposals may be hand delivered to the address specified on the cover sheet. It is solely the responsibility of the offerors to ensure that proposals reach the office of the designated address by the specified date and time as shown on the solicitation.
- c. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The official time used in the receipt of responses is that time on the automatic time stamp machine located in the Department of Purchases & Supply.
- c) Proposals should be prepared simply and economical, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d) Proposals should be organized in the order in which the requirements are presented in subparagraph 2.b, below and titled **Specific Proposal Instructions**. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designate as additional material.
- e) Each copy of the proposal should be bound or contained in a single volume.
- f) Ownership of all data, materials, and documentation, originated and prepared for NPS pursuant to the RFP shall belong exclusively to NPS and be subject to inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why the protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that that constitute trade secret or proprietary information. **The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary is not acceptable and will result in rejection of the proposal.** NOTE: If trade secrets or proprietary information is identified, one (1) redacted version of the proposal must be provided in both electronic and hard copy.
- g) **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to NPS. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The NPS will schedule the time and location of these presentations. Oral presentations are an option of NPS and may or may not be conducted.
- h) Proposals offered by telephone, telegraph, e-mail or facsimile will not be accepted. Proposals delivered in person must be given to the Purchases & Supply Department receptionist and the individual delivering the proposal must sign the log to verify delivery of the proposal. After the

award is announced, proposals can be made available for inspection by offerors in accordance with the Code of Virginia §2.2- 4342-D.

2. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that Norfolk Public Schools may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- a) Return the signed RFP cover sheet and exhibit forms and initial all addenda acknowledgements, if any, as required.
- b) Proposal contents to include the following information (in order):
 - a. **Completed and signed RFP Cover letter**
 - b. **Executive Summary** of proposal.
 - c. **Experience, resources and qualifications of the Company and key personnel**
 - i. Company Information:
 1. Indicate status as an authorized distributor or manufacturer
 2. Describe capability to meet the minimum requirements of the national cooperative purchasing program through National IPA detailed herein.
 - d. **Support methodology and approach**
 - i. Describe how your company proposes to distribute the products/services to NPS and nationwide to Participating Public Agencies
 - ii. Identify all other companies that will be involved in processing, handling, or shipping of the products/services to the end user
 - iii. Discuss balance of line products and services offered to provide comprehensive educational furniture.
 - iv. Provide a description of the Services that can be provided by your firm.
 - v. Provide ordering methods- online ordering, order tracking, search options, order history
 - vi. Describe the ability to provide the full range of furniture and services to meet the demands of the Norfolk Public Schools and all Participating Public Agencies that opt to utilize the resulting Master Agreement through National IPA.
 - e. **National Program Response**
 - i. Provide a response to the national program.
 1. Include a detailed response to Attachment 5, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
 2. The successful offeror will be required to sign Attachment 5, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

- ii. Highlight experience and strong national presence in the educational furniture industry.
- iii. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

f. Past prior performance

- i. List at least five (5) major education clients, client contact information, and description of products/services provided. Include estimated spend for the last three (3) years.

g. Pricing

- i. Provide price proposal on the Educational Pricing Book, Attachment 6.
- ii. Furniture prices shall be FOB destination.
- iii. Maximum shipping times must be provided per line item.
- iv. State any return and restocking policy, and any fees, if applicable, associated with returns.
- v. State warranty provisions (see Special Terms & Conditions, Section G, Item 23, Warranty)
- vi. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.
- vii. Provide available payment terms
- viii. Can P-cards be used for payment? Are there any convenience fees?

F. CONTRACT TYPE AND ADMINISTRATION

1. **Administration:** The contract will be administered by the Senior Director of Purchases & Supply or designee. The National Program will be administered by National IPA on behalf of NPS.
2. **Contract Term:** The contract term will be for one (1) year starting from the date of award. At the option of Norfolk Public Schools, the contract may be renewed for up to four (4) additional one-year terms.
3. **Contract Waiver:** Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of the Contractor or Norfolk Public Schools Senior Director of Purchases & Supply. The waiver by either party of any term or condition of this contract shall not be deemed to constitute a continuing waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
4. **Contract Modification(s):** After the award, any and all modifications to this contract shall be mutually agreed to by the Norfolk Public Schools and the Contractor, **in writing**, and authorized by NPS's Senior Director of Purchases and Supply or their designee.
5. **Cancellation of Contract:** Norfolk Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
6. **Disputes and Claims:** The NPS Senior Director of Purchases & Supply shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file

such claim shall have been given at the time of the occurrence of beginning of the work upon which the claim is based. The Contractor may not institute legal action prior to receipt of the Senior Director of Purchases and Supply's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Senior Director of Purchases and Supply shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the *Code of Virginia*, § 2.2-4364.

7. **Notices:** All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To Norfolk Public Schools. Senior Director of Purchases & Supply.

To the Contractor: Account Executive as identified by the Contractor.

All notices under this contract shall be submitted, by certified mail, registered courier service or return-receipt requested, to the Contract Administrator or Account Executive, respectively. Either party may from time to time change the individual(s) who will receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

8. **Breach of Contract:** Contractor shall be deemed in breach of this contract if the Contractor:
- a. Fails to comply with any terms of this contract;
 - b. Fails to cure such noncompliance within ten (10) calendar days from the date of Norfolk Public Schools' written notice or such other time frame specified by NPS's Contract Administrator in the notice;
 - c. Fails to submit a written response to the notification of noncompliance from NPS within ten (10) calendar days after the date of NPS's notice or such other time frame specified by NPS's Contract Administrator in the notice.

The Contractor shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes and floods.

9. **Termination with Cause/Default/Cancellation:**

- a. In the event, the Contractor shall for any reason or through any cause be in default of the terms of this Contract; Norfolk Public Schools may give written notice of such default addressed to the Contractor's Account Executive.
- b. Unless the time is otherwise noted or extended by NPS in the notice, Contractor shall have ten (10) calendar days from the date of such notice in which to cure the default. Upon failure of the Contractor to cure the default, NPS may immediately cancel and terminate this Contract as of the date of the default notice.

- c. No waiver or contest of any breach or default shall be effective unless expressly made in writing and signed by the waiving or contesting party's duly-authorized representative and duly delivered to the other party either by acknowledged certified mail, return-receipt requested or registered courier service.
10. **Compliance with All Laws:** The Contractor shall comply with all U.S. federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. The Offeror/Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Offeror/Contractor is a corporation, the Offeror/Contractor further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. Any costs associated with violations of the law, including, but not limited to, remediation, fines, administrative or civil penalties or charges, and third party claims imposed on NPS by any regulatory agency or by any third party as a result of the noncompliance with Federal, state or local laws and regulations by the Contractor or by its subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities retained by the Contractor for this contract, shall be paid by the Contractor.
11. **Venue:** This Agreement is made in and shall be governed by the laws of the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the Circuit Court of the City of Norfolk, Virginia, or the United States District Court for the Eastern District of Virginia, Norfolk Division, in the City of Norfolk, Virginia, United States of America.
12. **Severability:** If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract and all other provisions of this contract shall remain in full force and effect.

F. GENERAL TERMS & CONDITIONS

1. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

2. ANTI-DISCRIMINATION

By submitting their bids or proposals, contractors certify to Norfolk Public Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by Norfolk Public Schools. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Norfolk Public Schools all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Norfolk Public Schools under said contract.

4. APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. Norfolk Public Schools and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366 and NPS Vendors Manual). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of Norfolk Public Schools.

6. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Norfolk Public Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7. BID PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

8. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. Norfolk Public Schools may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Norfolk Public Schools a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Norfolk Public School's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present Norfolk Public Schools with all vouchers and records of expenses incurred and savings realized. Norfolk Public Schools shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Norfolk Public Schools within thirty (30) days from the date of receipt of the written order from Norfolk Public Schools. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of Norfolk Public Schools Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by Norfolk Public Schools or with the performance of the contract generally.

9. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. CONTRACTOR EMPLOYEE BACKGROUND CERTIFICATION

By signing this contract/agreement, and as a condition of award, the Contractor certifies compliance with Code of Virginia § 22.1-296.1 regarding the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities.

In particular, the Contractor certifies that all persons who will provide such services under this contract/agreement have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

This requirement does not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

Note: In accordance with Virginia Code § 22.1-296.1, any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon the conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation to provide such services.

11. DEBARMENT STATUS

By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred or otherwise declared ineligible by any public agency from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. In addition, bidders/offerors further certify that no principal, officer, or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding/offering on contracts for the type of goods and/or services covered by this solicitation.

12. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Norfolk Public Schools, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Norfolk Public Schools may have.

13. DISPUTES AND CLAIMS

The Senior Director of Purchases and Supply shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence of beginning of the work upon which the claim is based. The Contractor may not institute legal action prior to receipt of the Senior Director of Purchases and Supply's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Senior Director of Purchases and Supply shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, § 2.2-4364.

14. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. ETHICS IN PUBLIC CONTRACTING

By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

16. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to NPS are encouraged to participate in the eVA Internet e-procurement solution through the eVA Vendor Registration Service. All bidders or offerors should register in eVA; failure to register may result in the bid/proposal being rejected. eVA registration and transaction fee information can be found on the eVA website, Billing Portal, at: <http://www.eva.virginia.gov>

17. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

18. INSURANCE FOR CONSTRUCTION, SERVICE CONTRACTS AND GOODS CONTRACTS WITH INSTALLATION

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be

provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIREMENTS:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify Norfolk Public Schools of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer’s Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Norfolk Public Schools must be named as an additional insured and so endorsed on the policy and stated on the Certificate of Insurance. For Capital and non-Capital Construction contracts, the City of Norfolk and the project architect/engineer also should be named as additional insured. Contracts with movers or truck transporters should also require motor carrier’s liability.
4. Automobile Liability - \$1,000,000 per occurrence. (Only required if motor vehicles are used in the contract.)

Failure to maintain these coverages or to continue to include Norfolk Public Schools as an additional insured may constitute a breach of contract which may result in the suspension or termination of the contract.

VARIOUS PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS coverages are also required for the following services:

PROFESSION	SERVICE LIMITS
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2013, as follows: July 1, 2013 - \$2,100,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate

Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate
All Certificates of Insurance shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.

19. MANDATORY USE OF NORFOLK PUBLIC SCHOOLS FORM AND TERMS AND CONDITIONS FOR BIDS

Failure to submit a bid on the official Norfolk Public Schools form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, NPS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, NPS may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

20. INDEMNIFICATION

Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer and National IPA and Norfolk Public Schools, and their officers, agents, and employees from and against any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Seller/any services of any kind or nature furnished by the Seller, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Seller on the materials, goods or equipment delivered.

21. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless Norfolk Public Schools has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, Norfolk Public Schools shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22. PRECEDENCE OF TERMS

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF

1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF NORFOLK PUBLIC SCHOOLS FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

23. QUALIFICATIONS OF BIDDERS OR OFFERORS

Norfolk Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to Norfolk Public Schools all such information and data for this purpose as may be requested. Norfolk Public Schools reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. Norfolk Public Schools further reserves the right to reject any bid/proposal) if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy Norfolk Public Schools that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

24. TAX EXEMPT STATUS

Sales of goods to Norfolk Public Schools are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Excise tax exemption registration number is 54-73-0076K.

25. TESTING AND INSPECTION

Norfolk Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

26. TRANSPORTATION AND PACKAGING

By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

27. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient

descriptive literature, catalog cuts and technical detail to enable Norfolk Public Schools to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

28. VENDORS MANUAL

This solicitation is subject to the provisions of the Norfolk Public Schools Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the NPS Purchases and Supply Website on the Internet at "<http://departments.nps.k12.va.us/business/purchasing/>".

G. SPECIAL TERMS & CONDITIONS

1. ADDITIONAL USERS

Norfolk Public Schools, as the Principal Procurement Agency, as defined in RFP#15006FL, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. Norfolk Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program.

2. AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Norfolk Public Schools, whichever is sooner. The Norfolk Public Schools, its authorized agents, National IPA and cooperative members of National IPA, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3. AWARD TO MULTIPLE OFFERORS

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the

offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, NPS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. NPS reserves the right to make multiple awards as a result of this solicitation. NPS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should NPS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

4. BEST AND FINAL OFFER

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

5. CANCELLATION OF CONTRACT

Norfolk Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

6. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

7. DELIVERY NOTIFICATION

For large orders, NPS shall be notified at least 48 hours (2 business days) prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the contact on the (purchase) order.

8. EXTRA CHARGES NOT ALLOWED

The bid price shall be for complete installation ready for the Norfolk Public Schools' use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

9. FEDERAL GRANT FUNDING

If this payment is to be charged against federal funds, the Contractor certifies that s/he is not currently employed by the Federal government and the amount charged does not exceed his/her normal charge for the type of service. It is understood and agreed between the parties herein that the Norfolk Public Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

10. FINAL INSPECTION

At the conclusion of any assembly or installation work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

11. IDENTIFICATION OF BID/PROPOSAL ENVELOPE

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as directed in the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope. Attachment 4 displays an acceptable envelope template.

12. INSPECTION OF JOB SITE

My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Norfolk Public Schools.

13. INSTALLATION

All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

14. MAINTENANCE MANUALS

The contractor shall provide with each piece of equipment/furniture an operations and maintenance manual with diagrams, parts list, and a copy of all warranties.

15. MOST FAVORED CUSTOMER COMPETITIVE PRICING

Contractor warrants and agrees that each of the charges, economic or Product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or Product term or warranty being offered to any similarly situated commercial or other government customer of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide Product under more favorable charges, economic or Product terms or warranties, Contractor shall immediately notify NPS of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or Product terms or warranties.

16. OPTIONAL PREBID/PREPROPOSAL CONFERENCE

An optional preproposal conference will be held at 10 AM ET, November 14, 2014 in Room 1205 of the Norfolk Public School's Administration Building located at 800 E City Hall AVE, Norfolk, VA 23510. A valid photo ID will be required for admittance. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

It is the Bidder's responsibility to acknowledge receipt of these Addendums on the Bid Cover Sheet (page 1).

17. PRODUCT AVAILABILITY/SUBSTITUTION

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

18. QUANTITIES

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

19. RENEWAL OF CONTRACT

This contract may be renewed by NPS for up to four (4) successive one year periods, under the terms of the current contract.

20. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS

The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Norfolk Public Schools during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

21. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and NPS's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

22. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

23. WARRANTY

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of [Vendor must provide warranty information for all offered items, however, no warranty period shall be for less than one (1) year] following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Norfolk Public Schools and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

24. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)

Under this time and material contract, the contractor shall furnish the Norfolk Public Schools with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the Norfolk Public Schools determines that the estimated price is not fair and reasonable, the Norfolk Public Schools has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the Norfolk Public Schools reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

25. WORK SITE DAMAGES

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Norfolk Public Schools' satisfaction at the contractor's expense.

H. ORDERING

Electronic ordering is preferred with the use of purchase cards and purchase orders.

I. DELIVERIES, PERFORMANCE, INSPECTION, AND ACCEPTANCE

Deliveries shall be to district locations, during normal business hours, or as specified on the specific order.

J. METHOD OF PAYMENT

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the NPS contract number and/or purchase order number.

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase orders, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, NPS shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve NPS of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from NPS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from NPS, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of NPS.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. NPS reserves the right to purchase goods and services using the NPS Purchasing Card.

K. ATTACHMENTS

ATT 1: State Corporation Commission Form (RFP)

Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (NPS reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

ATT 3: Debarment Statement

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY: _____(SIGNATURE)

ATT 4: Envelope Template

IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

OFFEROR NAME _____

SOLICITATION #: RFP-15006FL

SOLICITATION NAME: National IPA Educational Furniture

DUE DATE AND TIME: 12/09/2014 @ 2:00:00 PM

**SENIOR DIRECTOR OF PURCHASES AND SUPPLY
NORFOLK PUBLIC SCHOOLS ADMINISTRATION BUILDING
800 EAST CITY HALL AVENUE, ROOM 1205
NORFOLK, VIRGINIA 23510-2723**

ATT 5: National IPA Requirements



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

Norfolk Public Schools (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Educational Furniture. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the

Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current

Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- a. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - b. Announcement, contract details and contact information published on the company website within first 30 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days
 - d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - h. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract

- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
 - a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$_____.00 in year one
 \$_____.00 in year two
 \$_____.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.

- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that enter into (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of 2% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit E, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest

thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below:

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
725 Cool Springs Blvd-Suite 100
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL PURCHASING
ALLIANCE COMPANY

Signature

Signature

Name

Ward H. Brown
Name

Title

Chief Operating Officer
Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate with National Intergovernmental Purchasing Alliance Company ("National IPA") ("Principal Procurement Agencies") to be appended and made a part hereof and such other public agencies who register to participate in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement with National IPA ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers (each a "Supplier") have entered into Master Supplier Agreements to provide a variety of goods, products and services (herein "Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Supplier Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.
3. That the cooperative use of solicitations obtained by the parties to this Agreement shall be in accordance with the terms and conditions of the Master Supplier Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of Products by the Participating Public Agencies.
5. That the Participating Public Agencies that procure Products through any Master Supplier Agreement (each a, "Procuring Party") will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the Master Supplier Agreement. Payment for Products and inspections and acceptance of Products ordered by

the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase.

6. The Procuring Party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D- NATIONAL IPA PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”) pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION
 DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA
 CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR

CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF RIDDLE, OR
 CITY OF ROSEBURG, OR
 CITY OF REDMOND, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR
 CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA
 CITY OF TIGARD, OR
 CITY OF TROUTDALE, OR
 CITY OF TUALATIN, OR
 CITY OF WALKER, LA
 CITY OF WARRENTON, OR
 CITY OF WILSONVILLE, OR
 CITY OF WINSTON, OR
 CITY OF WOODBURN, OR
 LEAGUE OF OREGON CITES
 THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
 ASCENSION PARISH, LA, CLEAR OF COURT
 ASSOCIATION OF OREGON COUNTIES
 BAKER COUNTY, OR
 BENTON COUNTY, OR
 BOARD OF WATER SUPPLY, OR
 CADDO PARISH, LA
 CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S OFFICE, LA

CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
 OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR

CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA

MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BATON ROUGE WATER COMPANY
 BEND METRO PARK AND RECREATION DISTRICT
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BOARDMAN PARK AND RECREATION DISTRICT
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CLACKAMAS RIVER WATER
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLEAN WATER SERVICES
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS FOREST PROTECTIVE ASSOCIATION
 CHEHALEM PARK AND RECREATION DISTRICT
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 EUGENE WATER AND ELECTRIC BOARD

HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 PORTLAND DEVELOPMENT COMMISSION, OR

OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS,
LA

SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J

JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT

REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19

SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER

OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY

OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY

ATT 6: Educational Pricing Book

Attached Separately

PRICE BOOK COVER SHEET

RFP-15006FL

Educational Furniture

Norfolk Public Schools / National IPA

RFP Due December 9, 2014 at 02:00:00 PM ET

This spreadsheet contains multiple tabs that correspond with the Categories listed below. Each tab should be completed by providing all relevant pricing being offered by your company. If you do not wish to offer pricing for a particular category or item, enter "N/A" in the corresponding sections. A "NOTE" area is located at the bottom of each category sheet and may be used to provide any special instructions or other furniture options. The last tab, labeled "Spec for Evaluation", is to be completed with pricing for specific items. Additional information is found in the Bid Documents. Because, this information will be a factor in the final award process, make sure that as much data as possible is provided. If an "Equal" is being proposed, type/write "SUB" in the 3rd column and include the Manufacturer's name and the Model Number of the item. Additional information may be provided on separate documents, provided they are referenced for easy identification.

Category I: Freestanding Education/Classroom/School Furniture-furniture, (including folding and mobile) desks, tables and related school accessories.

Category II: Library Furniture and Shelving -complete catalog selection of library furniture and shelving.

Category III: Technology Educational Furniture-complete catalog selection of technology furniture to support technology learning environments.

Category IV: Science-Lab Educational Furniture-complete catalog selection of science laboratory furniture.

Category V: Cafeteria-complete catalog selection of cafeteria furniture.

Category VI: Early Childhood Furniture-complete catalog selection of early childhood furniture (including pre-school items).

Category VII: Art Instructional Furniture-complete catalog selection of art instructional furniture.

Category VIII: Career & Technical Education (Vocational Arts) Furniture and Equipment- complete catalog selection of career vocational arts furniture and equipment, including, but not limited to: Cosmetology, Nursing, Trades, Crafts, Technicians, Engineering, etc.

Category IX: Audio Visual Furniture-complete catalog selection of audio/visual furniture.

Category X: Fixed Seating (auditorium/lecture)-complete catalog selection of auditorium/lecture hall seating.

Category XI: Residence Hall Furniture-complete catalog selection of Residential Hall furniture.

Category XII: Storage-complete catalog selection of filing systems including vertical and lateral files, bookcases, mobile cabinets, and accessories.

Category XIII: Task seating, seating-office, lounge, conference room, break areas.

Category XIV: Music/Audio Lab Furniture and Accessories – Storage, mobile carts, display units, stands, cases, seating, and other similar items used in Music/Band instruction.

Category XV: Athletic Training/Facility Furniture and Special Events – Benches, equipment storage, mobile carts and similar items.

Category XVI: Display Cases/Shelving - Trophy and awards shelving/storage, custom displays, bulletin boards, banner holders, specialty cases.

Category XVII: Healthcare Furniture-Catalogue selection of furniture used in Nursing Stations, Dispensary/First-Aid areas, Guidance/Social Psychology Offices, and other similar areas.

Category XVIII: Related Support Services (Delivery/Design/Install, etc.) - design and layout, fabric and color design services and other related services requested by the customer.

Spec for Evaluation: Pricing Book to be completed for a sampling of products being quoted for the proposal.

Category I Freestanding Classroom and Educational Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category II Library Furniture and Shelving

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

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NOTES:

Category III Technology Educational Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

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NOTES:

Category IV Science-Lab Educational Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

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NOTES:

Category V Cafeteria

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
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Standard Delivery Time

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NOTES:

Category VI Early Childhood Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

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NOTES:

Category VII Art Instructional Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

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NOTES:

Category VIII Career & Technical Education Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

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NOTES:

Category IX Audio Visual Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category X Fixed Seating (auditorium/lecture)

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
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Standard Delivery Time

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NOTES:

Category XI Residence Hall Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

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NOTES:

Category XII Storage

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

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NOTES:

Category XIII Task Seating

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

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Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XIV Music/Sudio Lab Furniture & Accessories

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XV Athletic Training/Facility Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XVI Display Cases/Shelving

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XVII Healthcare Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

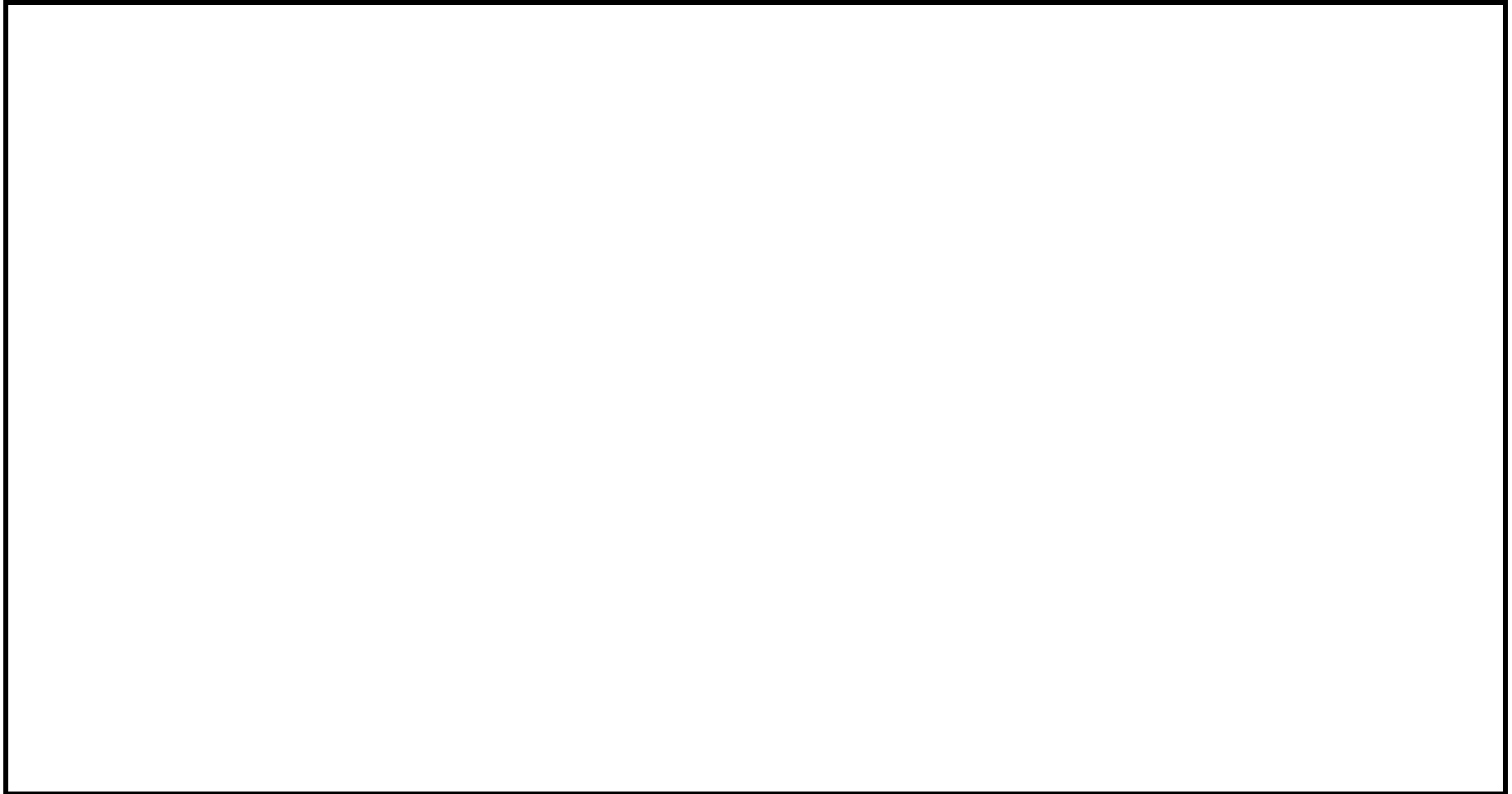
Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XVIII
Related Support Services

Please use this sheet to note any related services and their proposed discount structure/pricing, this includes but is not limited, design services, quick ship, fabric/color design services or any other related support services your company can offer:

A large, empty rectangular box with a black border, intended for the user to provide details on related support services, including discount structures and pricing.

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
1	Low-Back Task Chair 24"W x 24"D x 34-39"H - Seat height 16.5-21.5" - Swivel-tilt control - 360 degree swivel - pneumatic seat height adjustment - tilt tension control - seat and back tilt as a unit - upright position tilt lock - back depth adjustment. 9 to 5 Seating Agent Series #1425-S2 or approved equal							
2	Chair, Oversized, no padding, A+ Size with an 18 1/2 " seat height. Artco Bello #7108 4-Leg Chair or approved equal							
3	Melody Chair - 17 1/2" seat height with band pitch - frame constructed of 16 gauge square tubing - textured polypropylene seat and back - standard black finish - stacks up to 18 high - National Public Seating #8210 or approved equal							
4	Chair, 1 piece sled base 13-1/2" - 14" through 17-1/2" - 18" (see specification section for detail)							
5	Chair, Student computer, 5 star pedestal base, black frame, 1-piece plastic shell, Specify available shell colors. no arms swivel base. (no padding)							
6	Chair, Student/teacher, 4-leg on casters one piece bucket seat, black frame no arms							

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7	Desk, Student Open Front - Angled book box and wrap-around U-Brace for added strength. Artco Bell #9500 or approved equal - Specify available colors							
8	Desk, Student Study Desk - 4 leg - Adjust height range of 22"-29" with an 18" x 34" top and book box on right (also available w/ book box on left) - U-Brace for added strength - Book box features two compartment for book storage, an integrated pencil tray, and is angled to provide additional leg room. Artco Bell #2121 or approved equal - Specify available colors							
9	Desk, Two Student - 4 leg - Adjust height range of 22" - 29" with a 24" x 48" top - 2 metal book boxes - Artco Bell #C810 or approved equal - Specify available colors							
10	Desk, Teacher Station - Bullet Top 30"D x 60"W with Height Adjustment 24" - 36" - Modesty panel in the desk to manage excess wires - Cable ports in upper leg connect one station with another while those in the lower leg direct the wires to floor - Nylon based end caps also included to protect the feet. Smith System #26516 or approved equal							

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11	Desk, Teacher - Double pedestal - 30" x 60" with center drawer - metal frame, laminate top, with box/file drawers down both sides - lockable. Artco Bell #E500 or approved equal							
12	Desk/Chair Combo, 18" x 24" hard plastic top, chrome bookrack, steel frame, hard plastic back and seat, Artco Bell #H457 or approved equal (see specification section for detail)							
13	Lectern, Metal, Floor model w/3 shelves, Medium Oak laminate, slant top with wood pencil stop, 3-fixed shelves, no light fixture. Smith System #502 or approved equal.							
14	Lectern, Metal, Pole model w/slant top, 16"x20", pencil stop, adj from 30"-44"H, laminate top, metal pole, Oklahoma Sound #70 or approved equal.							
15	Mobile Table, Stool Table Series, 17" high stool, 29"H x 30"W x 10'L table, 12 stools, high- pressure laminate top - up and down lock mechanisms, torsion bars for smooth operation, opening and closing safety device. Virco MTS17291012 or approved equal							

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16	Table, Mobile Folding Rectangular, 12" long, Spectrum laminate, black enamel frame. SICO LB #TLB21F0102CS or approved equal							
17	Table, Mobile Folding, Rectuangular, 12' long, with 12 attached ABS seats, Spectrum laminate, black enamel frame, SICO LB #TB5 or approved equal							
18	Table, Mobile Folding 8' convert-a-bench (see specification section for detail)							
19	Table, Mobile Folding Round, 48" non adjustable, spectrum laminate, black enamel frame. SICO Pacer #2075-120 or approved equal							
20	Table, Mobile Folding Round, 60" non adjustable, spectrum laminate, black enamel frame. SICO Pacer #2075-150 or approved equal							
21	Table, Mobile Folding Oval, 60"x66" non adjustable, spectrum laminate, black enamel frame. SICO Pacer #3175-165 or approved equal							
22	Table, Mobile Folding Oval, 60"x 54" non adjustable, spectrum laminate, black enamel frame. SICO Graduate #TT-B or approved equal							
23	Table, Activity, Rectangular, 30"x 60" (see specification section for detail)							

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24	Table, Rectangular, Folding 30"x 60" heavy duty							
25	Table, Rectangular, Folding 36"x 72" heavy duty							
26	Table, Computer, 24"d x 60"w x 22"-35"h (see specification section for detail)							
27	Desk: Desk with 3-drawer pedestal and sculpted (or shaped) knee space drawer front to accommodate a computer keyboard. (Adden Roommate RM05PDSF or acceptable alternative) 24x 42 x 29.5							
28	Chest: 3 Drawer (Adden Roommate RM03W or acceptable alternative) 24x 36 x 29.5							
29	Low Loft, Bunkable Bed: with Hook Lock Spring and Steel Pin Post Connectors, (Adden Roommate RM07LLHLKP or acceptable alternative) 37 5/8 x 84 3/4 Height 36":36"							
30	Safety Rail for Low Loft, Bunkable Bed: (Adden Roommate RM07SR or acceptable alternative).							
31	Writing Desk: Writing desk with knee space pencil drawer. (Adden Roommate RM05NP36 or acceptable alternative) 24 x 36 x 29.5							
32	26 1/2" 4 Drawer Vertical File Cabinets, locking							
33	27 1/2" Deep 2 Drawer Vertical File Cabinets, locking							

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34	Lateral File/Storage Cabinet, 30" Wide, 4-Drawer locking, 52 1/2"H x 30"W x 18 5/8"D							
35	Auditorim Seating Lancaster or Equivalent (see specification section for details)							
36	Drawing Table, CAD w/drawers (see specification for detail)							
37	Mobile storage island-double sided, with twelve clear trays, one side to have three shelves; other side has two shelves/each 18"w x 14"d x 12"h and twelve cubbies, on casters, overall dimensions: 48"w x 29"d x 29 1/2"h, fully assembled. Jonti-Craft #04400JC or approved equal							
38	Four piece Kitchen set- Refrigerator, stove, cupboard and sink, birch construction, fully assembled. Jonti-Craft #40801JC or approved equal							
39	Table-24"square x 22"h, maple table legs, minimal assembly. Jonti-Craft #57222JC or approved equal							
40	Chair-14"h, maple finish, ladder back, ordered as a set of 2. Jonti-Craft #5914JC2 or approved equal							
41	Sand & Water Table-with cover and lower storage area, 42"w x 22"d x 24 "h, birch frame, maple legs, 9" deep white plastic tub, heavy duty drainage faucet, birch ply cover. Jonti-Craft #2856JC or approved equal							

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42	Shelving-starter, single faced 60"h x 36"w 10"d with oak face veneer back. Brodart #S1-979-SOO/SB-600-SOO or approved equal							
43	Shelving-starter, double faced non-mobile, 48"h x 36"w 20"d, with oak face veneer back. Brodart #S1-765-SOO/SB-603-SOO or approved equal							
44	Table-rectangular, 60"w x 36"d x 27 ½"h, with top thickness of at least 1" lumber core and legs of at least 2" solid hardwood. Brodart #94T-144-SOO or approved equal							
45	Chair-16" all wood construction, sled base. Brodart #B2-561-SOO or approved equal							
46	Notebook Security Cart, 16-module, 2-point locking system, 14-guage steel doors, 20-guage removable steel shelves, heavy-duty rubber wheels, security fasteners, adj wire retention clips, 20-outlet surge-protected power strip. Datamation Systems #DS-SHC-16-1/D or approved equal							
47	Table-54"w x 24"d x 30"h, chemical resistant top, oak wood four-leg frame, with apron, adjustable floor leveling glides, rubber leg boots. Diversified #P7202K30N or approved equal							

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48	Table-mobile teacher lab style, 48"w x 24"d x 36"h, high pressure laminate top, solid oak, acrylic finish, four 4" locking casters, stainless steel hand-pump sink (GFI protected AC duplex electrical outlet, upright rods/crossbar and clamps, 25' grounded extension cord, two 2 gallon water bottles and connecting hoses. Diversified #DIV-4111K or approved equal							
49	Stool-24"h, metal, four leg, 14" square seat, rubber with steel glide foot style. Lyon #1802 or approved equal							
50	Table-hardwood, art and drafting, 36"w x 24"d x 37 1/2"h, with a tilt top @ 36"w x 24"d, 3/4"-thick fiber resin top with heavy-duty tilt mechanism and pencil ledge, maple framing and legs with bolt-reinforced mortise and tenon joints for extra strength, hand-sanded and finished with sealer and multiple coats of lacquer for a durable finish. Adjustable floor glides, 2-piece fixed top. Ships assembled. Hann #WD50 or approved equal.							
51	Stool-24"h, 18 gauge round steel four leg frame, 14" round steel seat with 1/8" hardboard insert, polyethylene feet.Krueger #624 or approved equal							

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52	Stool-24"h, oak wood, 13" diameter seat, four-leg frame, comes assembled. Hann #S-24-O or approved equal							
53	Cabinet-mobile art, 40"w x 42"h x 24"d, maple and birch construction, four 5" casters, removable storage caddy, lower drawer, Comes assembled. Hann #TAS-4042M or approved equal							
54	Cart-AV, adjustable height, 34-1/2"- 44-1/2"h x 32"w x 24"d, includes storage security box, four 3"casters. Balt Proview #82692 or approved equal							
55	Cart-Presentation, 40 1/4"h x 18"w x 30"d, black metal frame, four 3" casters. Balt #89759 or approved equal							
56	Cart-Utility, 26"-42"h x 29"w x 15"d, black steel frame, includes UL/CSA approved, 4-oputlet, surge-protected, electrical assembly with 25' cord, cord winder, and a non-skid rubber mat. Balt #89842 or approved equal							
57	Lecture Seating-with tablet arm, fixed to the floor, plastic shell, I-beam tandem bolted to floor. American Seating 275 series or approved equal							

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58	Auditorium Seating-double-walled, molded plastic seats and backs, three-quarter safety fold hinge and a back that articulates to 90 degrees, the horizontal steel beams are mounted on floor supported cast iron pedestals. American Seating Dimension 674 or approved equal							
59	Library - Student Chairs Thermoplastic Fixed Back - Bola Teen Chairs #45015 or approved equal							
60	Library - Student Chairs Thermoplastic Chair - Rascal #65003 or approved equal							
61	Library - Student Chairs - Sled Base Chair - Artco Bell Discover Series or approved equal							
62	Library - Student Chairs - Wooden Community Oak Chair							
63	Library - Task Chairs - No Arms - Grade III Fabric High Point #500 or approved equal							
64	Library - Mobile Book Case - Mobile Shelving D/F 42"H x 24"D Oak Construction & 3" Casters, 2-Adjustable & 2-Fixed Shelves 6 Steel Dividers On Each Shelf - Bookmark#21-4824-MOB or approved equal							
65	Library - Media Table 42"W x 42"L x 27"H -HPL Top, Standard Edge Oak - BookMark Table #B4242T-27 or approved equal							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
66	Library Shelving - Modular Shelving - 30 " High Single Sided - 30"H x 36"W x 10-1/2"D Adder - 30" high single sided shelving unit includes top, toe plate, one bottom and one mid shelf - Bookmark 31 Series or approved equal (see specification section for detail)							
67	Library Shelving - Modular Shelving - 30 " High Single Sided - 30"H x 36"W x 12-1/2"D Adder - 30" high single sided shelving unit includes top, toe plate, one bottom and one mid shelf - Bookmark 31 Series or approved equal (see specification section for detail)							
68	Library Shelving - Modular Shelving - 72 " High Single Sided - 72"H x 36"W x 10-1/2"D Adder - 72" high single sided shelving unit includes toe plate, one bottom and four adjustable shelves - Bookmark 31 Series or approved equal (see specification section for detail)							
69	Library Shelving - Modular Shelving - 42 " High Double Sided - 42"H x 37"W x 20"D Mobile - 42" high double sided shelving unit includes top, two toe plates, two bottom and four adjustable shelves - Bookmark 31 Series or approved equal (see specification section for detail)							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
70	Library Shelving - Modular Shelving - 60 " High Double Sided Magazine Display - 60"H x 36"W x 24"D Adder - 60" high double sided magazine shelving unit includes two toe plates, six standard adjustable shelves and six pivoting magazine display shelves - Bookmark 31 Series or approved equal (see specification section for detail)							



Norfolk Public Schools

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November 20, 2014

Request For Proposal # 15006FL

ADDENDUM # 1

IFB 15006FL: National IPA Educational Furniture

DATE AND TIME DUE: 02:00 P.M. ET ON DECEMBER 9, 2014

This Addendum forms a part of the Contract Documents and modifies the original Request For Proposal (RFP) dated October 29, 2014. It consists of five (5) pages. Acknowledge receipt of this Addendum in the space provided on the Norfolk Public Schools' Cover Page. Failure to do so may subject Offeror to disqualification.

Clarification/Modifications to the RFP Document:

1. Page 1, the NPS Cover Page, states that the proposals will be "publically opened and read". Delete this reference as the responses will not be publically opened and read.
2. Following are the Award Criteria and weights that will be used for evaluation
 - EXPERIENCE (Years in business, Number of clients, Revenue, Resources, Employee qualifications, Number of employees, etc.) – 15%
 - METHODOLOGY (How, What, When/Timeline, Where, Who/Support/Training, etc.) – 25%
 - NATIONAL IPA RESPONSE (Acceptance of Terms, Coverage area. Marketing Alliance, etc.) – 25%
 - PAST PERFORMANCE (References, Quality, Warranty/Follow-up, etc.) – 10%
 - PRICING (Catalogue Discount from List, Pricing book response, Handling Charges, Return Charges, Delivery charges, Installation Charges, Design charges and other charges that are added) – 25%

**Questions/Comments resulting from the pre-proposal conference held on
11/14/2014:**

1. Must the responding supplier be able to support all geographical areas that are listed in the RFP? Answer: Suppliers are encouraged to respond with the geographic areas they are able to support effectively and efficiently. Suppliers' responses will be evaluated based on the Award Criteria to determine the response(s) that provides the best value.
2. My product shipping and installation costs may vary depending on the delivery location. Is it acceptable to charge additional amounts for service to select areas or States? Answer: It is permissible to provide a pricing structure with separate ancillary or add-on charges, however, the response must be very clear as to when the additional charges apply and how the charges are established. The pricing structure should be easily understood and easy to apply and evaluate.
3. Must the responding supplier be able to support all categories that are listed in the RFP? Answer: No. There are 18 categories and it is understood that some of these items may be a niche product and not provided by all suppliers

BID/PROPOSAL <u>PRE-BID ATTENDEES</u>		MANDATORY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Meeting Date / Time: 11/14/14 10 AM ET		Meeting Location: Superintendent's Conference Room #1250	
Bid / Proposal # 15006FL		Project Name: Educational Furniture (National IPA)	
Buyer	Issue Date	Due Date	Time Due
Fred Ledbetter / Melinda Fenton	10/29/14	12/09/14	2:00:00 PM ET
Print Name / Company Represented	Office Phone	Cell / Mobile Phone	E-Mail Address
Fred Ledbetter / Norfolk Public Schools	757-628-3476		fledbetter@nps.k12.va.us
Kristen Del Sordo American Office	757 419-3507		kdelSordo@americanoffice.com
Sylvia Walton, HERTZ FURNITURE	828-275-8402	→	Sylvia@hertzfurniture.com
Melisse Menchel Delta Graphic, Inc	804-748-6448		mmenchel@delta-graphic.com
Peggy D'Epiro Delta Graphic, Inc	804-748-6448		pdepiro@delta-graphic.com
Bobbie Flynn N/PS	757-628-3895		bfflynn@nps.k12.va.us
Amy Waldrop Mega Office Furn.	757-461-7300		awaldrop@tsrcinc.net
MICHAEL SCHWALM NATIONAL IPA	972-910-6629	717-571-8146	mschwalme@provista.co.com
Michael Henahan School Specialty	757-478-9640	same	School Specialty, Michael, Henahan@com
Dawn Coniaty Exemplis Corporation	202-658-9258	same	dconiaty@exemplis.com
Lisa Insley Creative	757-663-8070		LINSLEY@creative-va.com
Tommy Smigiel / NPS	757-628-1040		t-smigiel@nps.k12.va.us

Print Name / Company Represented	Office Phone	Cell / Mobile Phone	E-Mail Address
Melinda Fenton Norfolk Public Schools	628-2757		mfenton1@npsk12.com
Carla Smith Virginia Beach City Public Schools	263-1136		carla.smith@ vbschools.com
ON PHONE:			
Al Piper National IPA			
Sarah Vavra National IPA			
Ken Heckman National IPA			

Pre-Proposal Conference Agenda – RFP-15006FL Educational Furniture:

Norfolk Public Schools Administration Building, 800 E City Hall AVE, Norfolk, VA 23510

10:00 AM ET

REV 11-14-2014

1. Welcome (Fred Ledbetter, Purchases & Supply, Norfolk Public Schools)
2. Identify Project (RFP-15006FL, Educational Furniture K12-Higher Learning through National IPA)
3. Review Timeline
 - a. RFP Posting - (10-29-2014)
 - b. RFP Closing & Opening of Responses – (12-09-2014/2:00 PM ET)
 - c. Estimated Award Date - (01-26-2015)
 - d. Start Date for Contract – (03-05-2015)
4. Discuss Major Points:
 - a. Project Details
 - b. Statement of Work / Statement of Needs
 - c. Award Criteria - (Experience, Methodology, National IPA Response, Past Performance, and Pricing)
(Note: Weights will be published as part of Addendum)
 - d. References – Similar requirements, current (past 5 years), List Contract Amount, provide title/phone/e-mail/company name of reference
 - e. Proprietary Information
 - i. Cannot identify entire response as proprietary...will cause entire proposal to be classed as Non-Responsive.
 - ii. Specific Areas must be marked as Proprietary/Trade Secret
 - iii. Redacted versions must be provided in hard copy and electronic formats
 - f. Proposal Corrections must be Initialed & Dated
 - g. Debarment, SCC, Anti-Collusion Forms must be completed and returned
 - h. Requests for Samples / Additional Information
 - i. Interviews / Presentations (In Person or by Phone)
 - j. RFP Package must be delivered ON-TIME to Room 1205, 800 E City Hall AVE
 - i. Late Proposals will not be accepted
 - ii. Must be properly addressed and identified (See Attachment 4)
 - iii. Proposals submitted by facsimile or e-mail will not be accepted
 - k. Questions are accepted up to 5 business days prior to RFP Closing
 - i. No Calls
 - ii. E-Mail acceptable
 - l. Questions are submitted to Purchasing Contact (fledbetter@npsk12.com)
 - m. Description of work area / delivery / logistics
5. Additional Information (Al Piper, National IPA) – Describe interaction with National IPA
6. Close (Fred Ledbetter)
 - a. Any Additional Comments?
 - b. Questions?
 - c. Reinforce or Include Items needing clarification or more details
 - d. Remind of Proposal Due Date - (12-09-2014/2:00 PM ET)
 - e. Remind of Location to Send – Room #1205 800 E City Hall AVE, Norfolk, VA 23510



Norfolk Public Schools

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January 13, 2016

Irwin Seating Company (8862)
3251 Fruit Ridge AVE NW
Grand Rapids, MI 49544

RE: Renewal of Contract 2015000066 – National IPA Educational Furniture


It is Norfolk Public Schools desire to extend the above referenced contract through **March 4, 2017**. This will be the first renewal (four each, one-year renewals are allowable per contract) of the original contract term as allowed under the terms of the contract. Norfolk Public Schools did not receive any requests to terminate or change the current agreement within the allotted time restraints, therefore all specifications, terms, conditions, requirements, prices of the existing contract, and the original documents issued as part of RFP-15006FL dated 10/29/2014 and any issued Addendums, will apply.

Debarment Status: By signing this renewal, Irwin Seating Company certify that they are not currently debarred or otherwise declared ineligible by any public agency from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. In addition, Irwin Seating Company further certify that no principal, officer, or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding/offering on contracts for the type of goods and/or services covered by this contract.

If you are in mutual agreement to this contract extension, please acknowledge receipt of this notice by signing in the space provided below and either e-mail or mail one copy to my attention at Norfolk Public Schools, Purchases and Supply, 800 East City Hall Ave., Room 1205, Norfolk, VA 23510-2723. Retain one copy for your records.

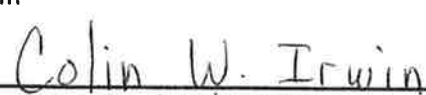
If you have any questions, please contact me at 757-628-3476 or fledbetter@npsk12.com

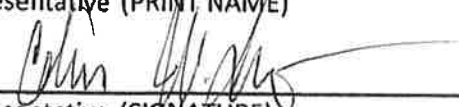
Thank you


Fred Ledbetter
Senior Buyer, Norfolk Public Schools
E-mail: fledbetter@npsk12.com

Irwin Seating Company

Firm _____


Representative (PRINT NAME) _____


Representative (SIGNATURE) _____


Date

cc: National IPA



Norfolk Public Schools

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January 3, 2017

Irwin Seating Company (8862)

3251 Fruit Ridge AVE NW
Grand Rapids, MI 49544

RE: Renewal of Contract 2015000066 – National IPA Educational Furniture

It is Norfolk Public Schools desire to extend the above referenced contract through **March 4, 2018**. This will be the second renewal (four each, one-year renewals are allowable per contract) of the original contract term as allowed under the terms of the contract. Norfolk Public Schools did not receive any requests to terminate or change the current agreement within the allotted time restraints, therefore all specifications, terms, conditions, requirements, prices of the existing contract, and the original documents issued as part of RFP-15006FL dated 10/29/2014 and any issued Addendums, will apply.

Debarment Status: By signing this renewal, Irwin Seating Company certify that they are not currently debarred or otherwise declared ineligible by any public agency from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. In addition, Irwin Seating Company further certify that no principal, officer, or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding/offering on contracts for the type of goods and/or services covered by this contract.

If you are in mutual agreement to this contract extension, please acknowledge receipt of this notice by signing in the space provided below and either e-mail or mail one copy to my attention at Norfolk Public Schools, Purchases and Supply, 800 East City Hall Ave., Room 1205, Norfolk, VA 23510-2723. Retain one copy for your records.

If you have any questions, please contact me at 757-628-3476 or fledbetter@npsk12.com

Thank you,

Fred Ledbetter
Senior Buyer, Norfolk Public Schools
E-mail: fledbetter@npsk12.com

Irwin Seating Company

Firm

COLIN W. IRWIN

Representative (PRINT NAME)

Representative (SIGNATURE)

1/10/17

Date

cc: National IPA



Norfolk Public Schools
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NORFOLK PUBLIC SCHOOLS
DEPARTMENT OF PURCHASING & SUPPLY
800 E. City Hall Avenue, Room 1205
Norfolk, Virginia 23510-2723
www.nps.k12.va.us/purchases/index.htm

Telephone: (757) 628-3880 Fax: (757) 628-3871

ISSUE DATE: 10/29/2014	REQUEST FOR PROPOSAL #: RFP-15006FL	TITLE: National IPA Educational Furniture
DUE DATE/TIME: 12/09/2014, @ 2:00:00 PM local time		BUYER: FRED LEDBETTER, 757-628-3476 email: fledbetter@nps.k12.va.us
OPTIONAL PRE-BID CONFERENCE ON 11/14/2014 AT 10:00:00 AM local time (SEE SPECIAL TERMS & CONDITIONS)		

Sealed proposals subject to terms and conditions of this request will be received by Norfolk Public Schools Purchasing Agent at 800 E. City Hall Avenue, Room 1205, Norfolk, Virginia 23510-2723 on the due date and time specified, [and then publicly opened and read]. Additional proposal submission instructions can be found in the Special Terms and Conditions section in this document and in the NPS Vendors Manual.

Note: Norfolk Public Schools does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder/offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone Number: () _____
Facsimile Number: () _____
Cell Number: () _____
Email: _____

VA State Corporation Commission
(SCC) No.: _____
Virginia's Contractor's License: _____
Contractor Class: _____
D-U-N-S Number: _____

In compliance with this Request for Proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods/Services at the price(s) indicated in the section C and Attachment 6.

Addenda Acknowledged	
Number:	Dated:
Number:	Dated:
Number:	Dated:
Number:	Dated:

Printed Name and Title of Authorized Signatory

Signature (blue or black ink) Date

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A. PURPOSE

Norfolk Public Schools (NPS) is seeking to establish a Master Agreement for Educational Furniture for use by this District and other public agencies, including K-12 and Higher Education which would be made available to Participating Public Agencies through the National Intergovernmental Purchasing Alliance Company (Attachment 5, Exhibits A-F).

B. STATEMENT OF WORK

1. BACKGROUND:

Norfolk Public Schools (“NPS”), as the Principal Procurement Agency, as defined in RFP# 15006FL, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. Norfolk Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment 5 contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. National IPA partners with a sister company, Novation, to leverage over \$53 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents. Norfolk Public Schools, reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

Norfolk Public Schools anticipates spending \$2.5 million over the full potential Master Agreement term for Educational Furniture. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Educational Furniture purchased under the Master Agreement through National IPA is approximately \$ 20 million. This projection is based on the current annual volumes

among Norfolk Public Schools, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier(s) and National IPA.

2. SCOPE/CATEGORIES OF PRODUCTS AND/OR SERVICES

Although this section reflects the needs and requirements of Norfolk Public Schools, it is expected Participating Public Agencies will have different requirements. The awarded Offeror will have the ability to offer their comprehensive line of Educational Furniture to Participating Public Agencies. Educational Furniture may include products and services associated with, but not limited to:

Category I: Freestanding Education/Classroom/School Furniture-furniture, (including folding and mobile) desks, tables and related school accessories.

Category II: Library Furniture and Shelving -complete catalog selection of library furniture and shelving.

Category III: Technology Educational Furniture-complete catalog selection of technology furniture to support technology learning environments.

Category IV: Science-Lab Educational Furniture-complete catalog selection of science laboratory furniture.

Category V: Cafeteria-complete catalog selection of cafeteria furniture.

Category VI: Early Childhood Furniture-complete catalog selection of early childhood furniture (including pre-school items).

Category VII: Art Instructional Furniture-complete catalog selection of art instructional furniture.

Category VIII: Career & Technical Education (Vocational Arts) Furniture and Equipment- complete catalog selection of career vocational arts furniture and equipment, including, but not limited to: Cosmetology, Nursing, Trades, Crafts, Technicians, Engineering, etc.

Category IX: Audio Visual Furniture-complete catalog selection of audio/visual furniture.

Category X: Fixed Seating (auditorium/lecture)-complete catalog selection of auditorium/lecture hall seating.

Category XI: Residence Hall Furniture-complete catalog selection of Residential Hall furniture.

Category XII: Storage-complete catalog selection of filing systems including vertical and lateral files, bookcases, mobile cabinets, and accessories.

Category XIII: Task seating, seating-office, lounge, conference room, break areas.

Category XIV: Music/Audio Lab Furniture and Accessories – Storage, mobile carts, display units, stands, cases, seating, and other similar items used in Music/Band instruction.

Category XV: Athletic Training/Facility Furniture and Special Events – Benches, equipment storage, mobile carts and similar items.

Category XVI: Display Cases/Shelving - Trophy and awards shelving/storage, custom displays, bulletin boards, banner holders, specialty cases.

Category XVII: Healthcare Furniture-Catalogue selection of furniture used in Nursing Stations, Dispensary/First-Aid areas, Guidance/Social Psychology Offices, and other similar areas.

Category XVIII: Related Support Services (Delivery/Design/Install, etc.) - design and layout, fabric and color design services and other related services requested by the customer.

Specification Descriptions

For Items contained in the Request for Proposal Educational Pricing Book (Attachment 6) that indicate a more detailed description, detailed specifications are provided below. Offerors should pay careful attention to the following descriptions when completing the pricing workbook.

Other participating agencies requirements may differ from those of Norfolk Public Schools. Awarded supplier will need to provide comprehensive solutions to meet the needs of other participating agencies.

ITEM #4: CHAIR-Student, Stacking, One Piece – Sled Base

Chair shall be a one-piece injection molded high-density polypropylene or polyethylene seat shell mounted on a tubular steel sled base. Height to be between 13-1/2" - 14" through 17-1/2" - 18".

Frame: The frame shall be of a sled-base design formed from steel tubing, 16 gauge, 3/4" tubing shall be used on 17-1/2" size chairs. The frame shall be formed to give full support to the seat area by use of a formed cross member running side to side with die-formed steel mounting brackets welded to it. The back area of the shell shall be supported by steel back supports.

Shell: A one-piece contoured plastic seat shall be attached to the frame by means of 4 molded pockets (2 at the front underside of the seat, 2 at the sides of the back area). The die-formed 14 gauge steel mounting brackets shall be inserted into the molded pockets on the underside of the seat shell, and the steel back support tubes shall be inserted into the molded pockets on the side, or the shell can be held in position at the rear bottom corners by means of two 3/16" diameter rivets inserted through the shell and into the frame of the chair. Four plastic bumpers shall be provided to prevent chair-to-chair contact when stacked. The one-piece shell shall be reinforced by means of heavy ribs on the underside of the seat area.

Finish: Specify Available Colors.

ITEM #12: DESK/CHAIR COMBO

Study top with a tubular steel frame, separate molded melamine thermo set plastic seat and back and molded melamine thermo set writing surface.

Frame: Rear leg of 1-1/8", 18 gauge carbon steel swaged tubing running from side to side of the seat, welded to two 13 gauge, die formed seat braces punched to receive four #10 x 1/2" seat mounting screws. Front leg is of 1-1/8", 16 gauge swaged to 5/8". Top support tube shall be of 1-1/8"; 14-gauge tube shall connect rear leg, top support tube and front leg to eliminate leverage. Back post shall be 3/4", 14 gauge tubing welded to both front and rear leg assemblies. 16-gauge tie bar shall connect back post to frame. Back rest attached with four #10 x 1-1/4" screws.

Bookrack: #4 solid steel rods projection welded together then welded to frame. Seat and Back: Modified unsaturated thermo set copolymer with structural fiberglass reinforcement. Attached to frame by four #10-32 bolts with T-nuts embedded in the seat and back during the molding process. No through bolts or rivets shall be permitted.

Writing Surface: The solid plastic top shall be thermo set molded under heat and pressure to form a solid homogeneous dense unit, fused together without lamination or use of adhesives. Top: 18" x 24", attached to support with 16 gauge clamps and screws.

Metal Finish: Nickel chrome plating or enamel over iron phosphate coating.

Glides: Shall be 1-1/4" diameter, rubber cushioned nickel plated with swivel action, nylon base.

Artco Bell #H457 or approved equal

ITEM #16 - 22: TABLE: MOBILE FOLDING CONVERTIBLE BENCH

Mobile folding table/bench combination units that provide table seating and also constructed so tabletop converts to backrests for auditorium-type seating.

Tops shall have high-pressure plastic laminate top surface, per NEMA specifications, w/.020 black rigid vinyl backing sheet for balance construction. Tabletop edges shall be unbanded and sealed with a sprayed urethane, bonded to 3/4" core w/ 5/8" edge radius, 1-1/2" corner radius for durability and top plastic protection, moisture control and sanitation. Tabletop core shall be 3/4" 47# medium density fiberboard (MDF). Tops shall be fastened to frame by expansion rivets—no wood screws. Tabletop frame shall be 14 gauge, structural steel with 1-7/8" deep channel (one piece). The entire top frame shall be unitized construction with fully enclosed ends for support and strength. Table shall be operable with or without tops. All pivot points shall be a minimum 3/8" diameter steel bolt with aircraft lock nuts. Leg support system shall be 1" OD x 14 gauge, steel tubing. Caster beams

shall be 1" sq. x 16 gauge steel tubing. Metal parts to be nickel chrome plated on high use/abuse areas; black powder coat enamel on low contact areas. Conversion from tabletop to backrest shall be safe, easy operation without the use of manual locks that can be accidentally release. Benches shall be 3/4" 47# P.C.F., medium density fiberboard (MDF) with high pressure plastic laminate top surface and a .020 rigid vinyl backer sheet for balanced construction. Benches shall be unbanded and sealed with a sprayed urethane edge treatment. Through-bolt construction for a secure bench attachment. Bench height shall correlate to table height, i.e., 29" tabletop height shall have 17" benches. Two locking casters shall lock unit in place when in open position. Unit to unit connectors must be available as an option. Glides shall be 1-1/2" non-marking neoprene w/molded-in steel washer insert. In folded position unit shall be completely mobile with base frame mounted on four 3" diameter swivel casters with non-marking sanitized rubber wheels. Units shall be designed for compact storage. TABLE MUST BE UL APPROVED AND BEAR UL LABEL.

SICO #TEC 12F or approved equal

ITEM #23: TABLES, ACTIVITY, 4-LEG DESIGN

Top: solid core of 1-1/8" 45 lb. pcf particle board surfaced with a full 3 core high pressure laminated plastic with a back sheet. The edge banding is black vinyl plastic 5/16" thick oval design, spot nailed to prevent band from pulling away from edges. Leg: adjustable 18 gauge continuous seam welded 1-1/8" tubular chrome plated insert of 18-gauge tubing. Upper portion is permanently welded to a 13 gauge triangular plate 9-1/4" X 7" reinforced with a solid "v" shaped brace permanently attached to the leg and receiving plate by welding. Leg is adjustable from 22" – 29"h in one inch increments using a locking adjustment bolt on each leg. Die formed steel quickset receiver plate, factory installed, permits the attachment of leg with one screw. Quick set leg attachments is factory installed, formed of 16-gauge galvanized steel in a triangle within 5/8" cover flange with clearance for leg plate to be driven under flange, held to underside of table top with 3/4" sheet metal crews. Stretch bar is 16-gauge 1" x 1" tube. Stretcher is permanently attached to the underside of the top equidistant from the sides and running lengthwise of the tabletop. Stretcher is provided on all tables of 60" length or longer. Black powder coat enamel finish with chrome inserts. Glides are 1-1/4" diameter platform style, have a raised-radius inner-dome to ensure glide alignment. The use of a ferrule or collar on the glide is unacceptable. The glide is rubber cushioned, 1-1/4" diameter, self-leveling and fully nickel plated. The attachment incorporates an inside gripper ring, which positively secures the glide to the inside of the leg. The glide base is nylon.

ITEM #26: TABLE, COMPUTER, ADJUSTABLE, 24" D X 60"W

Top: Top is constructed with 1" thick, 45# particleboard substrate with minimum vertical grade .030", high-pressure plastic laminate top surface and phenolic backer sheet for balancing. Corners of top shall have a 2" radius. All edges are edge banded with 3mm thick PVC material bonded with hot-melt adhesive. Tops 60" wide shall have two grommets, one located near each rear corner.

Frame: Upper frame shall be fully unitized fabricated from 1- $\frac{1}{4}$ " , 16-gauge square steel tubing, 1- $\frac{1}{2}$ " , 16 gauge square steel tubing, 1" x 1- $\frac{1}{2}$ " , 16 gauge rectangular steel tubing, and 1" , 17-gauge square steel tubing butt-welded to form a solid rectangular support under the top. Lower frame shall be fabricated from 1- $\frac{1}{2}$ " , 16-gauge square steel tubing and 1- $\frac{1}{4}$ " , 16-gauge square steel tubing. Lower frame assembly is butt-welded. Adjustable legs are of telescopic type with 1- $\frac{1}{2}$ " , 16-gauge square steel tubing to receive 1- $\frac{1}{4}$ " , 16-gauge square steel tube leg. Smooth adjustment is achieved with a set of screw-style mechanism. Legs are equipped with plastic-base adjustable levelers to compensate for uneven floors. Frame assembly shall be finished with baked enamel paint.

Wire Management: Wire management trough is fabricated from 16-gauge cold-rolled steel, with edges deburred to create a refined edge. Inside dimensions of trough are 3" deep x 3" high. Trough shall be finished with baked enamel paint.

Assembly Detail: To and wire management trough shall be attached to the frame assembly using #10 x 2" tamper proof screws. Fleetwood 24.6281.61105 or approved equal

ITEM # 35 AUDITORIUM- Fixed Seating

Seating shall be floor mounted, or riser mounted, with common upright support assemblies with upholstered seat and back cushions. The fixed back shall accommodate three pitch positions at 16°, 19°, and 22°. The back cushion is protected by an injection molded polypropylene back shroud. The seat cushion shall be counter-balanced with a gravity lift to insure an automatic return to a full fold position. Springs may be added as an option to provide a 3/4 fold to full fold seat operation. Sloped floors will be accommodated. Seating will be manufactured in four seat and back widths to accommodate four nominal seat spacing's of 20" seat centers. View lines will be accommodated as indicated on the seating plans. Seating with right-hand tablet uprights will be manufactured to accommodate 20", "seat center spacings. Structural back shall be a 7-ply, 7/16" molded plywood inner structure bonded within 2" urethane foam. Foam density shall be 1.8 lbs. per cubic foot and 36 lbs. I.L.D. The upholstery fabric shall be attached to the foam and board using C-Gex® upholstery methods. An injection-molded polypropylene back shroud wraps around the edge of the inner structure board and the foam. The fixed back assembly with integral shroud is mounted to the uprights by four screws bolted through the structural 14-gauge steel inner back brackets. Three pitch options shall be available, 16°, 19°, and 22°, to be set during installation. Overall back height shall be 33-1/2".

ITEM #36 DRAWING TABLE WITH DRAWERS

Drawing desk constructed of solid maple framing and legs utilizing mortise and tenon joint construction with steel plates and lag bolt reinforcement throughout. $\frac{3}{4}$ " Fibersin two-piece tops have an adjustable side measuring 30"x30"d and a mounted pencil stop. Comes standard with a CPU holder, monitor arm, keyboard tray, mouse pad and cable manager. Includes a six-drawer storage box. Each drawer is lockable and measures 7-1/2"W x 2-3/4 "H x 16"d. Overall size: 42"W x 30"d x 39-3/4 "H. Shain L1W-H66920 or approved equal.

ITEM #66-70 LIBRARY SHELVING (Various Options provided for suggested guidelines)

End/Intermediate Panels:

All end and intermediate panels are 1" nine -ply poplar or birch core plywood with premium grade "A" oak or maple veneer on both faces. All exposed edges are banded with 1/8" solid red oak or maple with edges and corners radiused 1/8". Panels are bored to permit shelf adjustment on 32MM increments, (approximately 1¼"). Intermediate panels are machined on both faces. End panels are through-bored for attachment to the steel structural frames.-Glides/levelers is available upon request.

Steel structural frames:

Structural frames use 1" square steel tubing bent and welded to form a continuous rectangular frame with radiused corners and bored to accept 1/4"-20 connector bolt hardware for attachment to the end and intermediate panels.

Top:

The top panel is 1" thick engineered wood with select oak or maple veneer face. Front edge is banded with 1/8" solid red oak or maple. Top is attached with locking cam fasteners. Laminate tops are also available. Tops are standard on units 48"H and lower and may be specified as an option on taller units.

Toe Plates:

A 1"D x 2-1/2"H toe sits below and slightly behind the front of the bottom shelf. Toes are constructed of hardwood plywood and attached to the side panels with steel brackets and screws. Toes are included with each bookcase - one toe per single faced unit and two per double-faced unit.

Standard Adjustable Steel Shelves:

18 ga. steel shelves have a 1-1/4" deep downward front return bend and a 1-1/4" tall turned up lip in the rear. Angled slots in the turned down sides allow the shelves to mount on 5mm adjustable shelf pins. Bookcases 60" tall or taller use two fixed shelves per run. Fixed shelves are identical to adjustable shelves and are secured with 6mm euro-screws that use the same 5mm line holes as the adjustable shelf pins. Actual shelf depth is 1" less than nominal cabinet depth for single faced units or 1" less than half the nominal depth of a double-faced unit.

Sliding Book Support:

Sliding book support shall be formed of an injection molded engineering plastic slider block with an attached chrome plated 3/16" steel wire form 6"high and 7" or 9"deep. The slider block snaps onto rear rail of flat shelves and is easily moved when force is applied near the rail but is self-locking against book backs.

Tapered Bookcase Option:

Tapered end and intermediate panels are 1" nine -ply poplar or birch core plywood with premium grade "A" oak or maple veneer on both faces. All exposed edges are banded with 1/8" solid red oak or maple with edges and corners radiused 1/8". Panels are bored on an angle matching the taper of the end panels to permit shelf adjustment on 32MM increments, (approximately 1¼"). Intermediate panels are machined on both faces. End panels are through-bored for attachment to the steel structural frames. Other changes include a deeper toe frame and full height 31 Series steel frame with gussets welded into each corner. Extended 31 Series steel frame also is attached to the underside of the top for additional rigidity.

Mobile Option:

Toe plate is replaced with a full toe frame on each side of a double faced unit. A steel chassis is fit to the inside of the toe assembly. Casters are bolted to the chassis with 1/4"-20 bolts and nylon insert lock nuts and the entire assembly is attached to the end panel with 5/16"-18 machine bolts. The steel chassis provides formed flanges under the toe and end panels for extra support. The casters are 3" diameter, non-locking.

Steel Picture Book Shelves:

Slotted shelves are constructed of 18 ga. steel shelves have a 1-1/4" deep downward front return bend and a hem in the rear. Shelves are slotted to receive a steel divider, approximately every 2-1/2". Three dividers come standard per shelf. Angled slots in the turned down sides allow the shelves to mount on 5mm adjustable shelf pins. Actual shelf depth is 1" less than nominal cabinet depth for single faced units or 1" less than half the nominal depth of a double-faced unit.

Steel Picture Book & Media Dividers:

Dividers are constructed of 18 gauge steel laser cut to receive slotted Picture Book or Media shelves.

Periodical Shelves:

Periodical shelves consist of display shelf and standard adjustable shelf for storing back issues. Display shelf is 18 ga. steel shelves have a 1" deep downward front return bend and a 3/4" tall turned up lip in the rear. Side tabs are slotted to allow display shelf to stay in up position when slid back. Shelf is mounted to bookcase with 5mm pins.

Angled Media Steel Shelves:

Unit is angled to display all types of media. Shelves are available for 10" or 12" deep shelving units. Shelves are constructed of 18 gauge steel and have a 1-1/4" deep downward front return bend. Shelves are slotted every 2-1/2" to receive steel dividers. Shelves are installed in bookcase in the same fashion as the adjustable shelves. Multi Media Shelves hold up to 150 CD's, 50 DVD's or 35 VHS. Shelves are 34-15/16" long x 5" deep x 10" high. Bookmark 31 Series or approved equal

Additional Specifications

- a. The evaluation of furniture listed in the Educational Pricing Book (Attachment 6 – Excel file) will be part of the scoring. If requested, samples will be provided within five (5) business days of request, at no cost to NPS. All furniture is to be tagged as a sample for RFP# 15006FL including the item number corresponding to the number in the pricing book. Samples will be returned at the offeror's expense with no liability to be incurred by NPS for any loss or damage during pickup and transportation.
- b. Brochures, catalogs, etc., showing and describing each item proposal shall be included with each identified item (see Pricing Book), circled and numbered with appropriate corresponding number. (Proposals may not be considered if this information is not provided)
- c. Deviation sheets shall be attached to contractor's copy of Solicitation as requested.
- d. Warranty information sheets shall be included for all categories/items being offered. Non-warranty repair pricing shall also be included.
- e. Offeror's shall provide their product return policies and any applicable restocking fees. Restocking fees shall not be assessed to defective items.
- f. Offeror's delivery and set-up may require some rearranging of existing furniture which shall be included in the delivered and installed offered price.
- g. Installation to be completed by certified manufacturer installers and shall include all uncrating, assembly, installation, set-up if required, and ready for use with all packing materials and debris removed from the premises.
- h. Additional services shall be pre-priced (hourly rates) to include design, expedited delivery and installation services on an as-needed basis.

C. PRICING

Pricing is to be in the form of a discount off of an identified list by tiers with three levels of service, delivered tailgate, inside delivery and delivered and installed. Suppliers should provide specifics on what is provided on each service level. The tiers in the workbook are suggested only, suppliers may propose alternative tiers and this must be clearly identified for Categories I through XVII. For Category XVIII suppliers are to include any related services and their proposed discount structure/pricing. On the Specification for Evaluation Worksheet suppliers are to quote actual pricing based on the discount structure proposed for all tiers for Category I through XVII for evaluation purposes only. The Educational Pricing Workbook (Attachment 6 – Excel file) shall be utilized to submit all pricing and will be submitted electronically (two copies) on the requested CD (or flash drive) copy of the proposal.

D. EVALUATION AND AWARD CRITERIA

Award shall be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous “Best Value” to Norfolk Public Schools taking into consideration the evaluation factors set forth in the Request for Proposal. The award of a contract shall be the sole discretion of Norfolk Public School, with an award anticipated in early 2015. The award shall be based on the evaluation of all information as Norfolk Public Schools may request. Norfolk Public Schools reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP. Further, Norfolk Public Schools reserves the right to enter into a contract deemed to be in its best interest.

Evaluation of facility proposals shall be based upon the following criteria, when determining the “Best Value” proposal:

1. Experience, resources and qualifications of the Company and key personnel
2. Support methodology and approach
3. National Program Response including Attachment 5, Exhibits A and B
4. Past prior performance
5. Pricing

E. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

1. GENERAL

- a) RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies and two (2) electronic copies (CD or Flash/Storage Drive) of each proposal must be submitted to the Norfolk Public Schools. If there are any discrepancies between the paper copy and the electronic copy, the electronic copy takes precedence. No other distribution of the proposal shall be made by the offeror.
- b) Proposals shall be signed by an authorized representative of the offeror, sealed, and received at the office of the **Senior Director of Purchases & Supply, Norfolk Public Schools, 800 East City Hall Avenue, Room 1205, Norfolk, VA 23510-2723** prior to the date and time due. All information requested should be submitted. Failure to submit all information requested may result in the NPS requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the NPS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. The offeror’s name, proposal number, and the opening date and time must be shown clearly on the face of the envelope or package containing your proposal.
 - a. Proposals must be received by the Department of Purchases & Supply prior to the date and hour specified in the request for proposal. Proposal or receipt deadlines scheduled during a period of suspended NPS operations will be rescheduled for processing at the appropriate times on the next business day.

- b. A sample mailing template has been supplied with this solicitation (Attachment # 4). Offerors should ensure this information is provided on the mailing envelope, even if using an express mail or private courier service (e.g., FEDEX, DHL, and UPS). Proposals may be hand delivered to the address specified on the cover sheet. It is solely the responsibility of the offerors to ensure that proposals reach the office of the designated address by the specified date and time as shown on the solicitation.
- c. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The official time used in the receipt of responses is that time on the automatic time stamp machine located in the Department of Purchases & Supply.
- c) Proposals should be prepared simply and economical, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d) Proposals should be organized in the order in which the requirements are presented in subparagraph 2.b, below and titled **Specific Proposal Instructions**. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designate as additional material.
- e) Each copy of the proposal should be bound or contained in a single volume.
- f) Ownership of all data, materials, and documentation, originated and prepared for NPS pursuant to the RFP shall belong exclusively to NPS and be subject to inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why the protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that that constitute trade secret or proprietary information. **The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary is not acceptable and will result in rejection of the proposal.** NOTE: If trade secrets or proprietary information is identified, one (1) redacted version of the proposal must be provided in both electronic and hard copy.
- g) **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to NPS. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The NPS will schedule the time and location of these presentations. Oral presentations are an option of NPS and may or may not be conducted.
- h) Proposals offered by telephone, telegraph, e-mail or facsimile will not be accepted. Proposals delivered in person must be given to the Purchases & Supply Department receptionist and the individual delivering the proposal must sign the log to verify delivery of the proposal. After the

award is announced, proposals can be made available for inspection by offerors in accordance with the Code of Virginia §2.2- 4342-D.

2. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that Norfolk Public Schools may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- a) Return the signed RFP cover sheet and exhibit forms and initial all addenda acknowledgements, if any, as required.
- b) Proposal contents to include the following information (in order):
 - a. **Completed and signed RFP Cover letter**
 - b. **Executive Summary** of proposal.
 - c. **Experience, resources and qualifications of the Company and key personnel**
 - i. Company Information:
 1. Indicate status as an authorized distributor or manufacturer
 2. Describe capability to meet the minimum requirements of the national cooperative purchasing program through National IPA detailed herein.
 - d. **Support methodology and approach**
 - i. Describe how your company proposes to distribute the products/services to NPS and nationwide to Participating Public Agencies
 - ii. Identify all other companies that will be involved in processing, handling, or shipping of the products/services to the end user
 - iii. Discuss balance of line products and services offered to provide comprehensive educational furniture.
 - iv. Provide a description of the Services that can be provided by your firm.
 - v. Provide ordering methods- online ordering, order tracking, search options, order history
 - vi. Describe the ability to provide the full range of furniture and services to meet the demands of the Norfolk Public Schools and all Participating Public Agencies that opt to utilize the resulting Master Agreement through National IPA.
 - e. **National Program Response**
 - i. Provide a response to the national program.
 1. Include a detailed response to Attachment 5, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
 2. The successful offeror will be required to sign Attachment 5, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

- ii. Highlight experience and strong national presence in the educational furniture industry.
- iii. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

f. Past prior performance

- i. List at least five (5) major education clients, client contact information, and description of products/services provided. Include estimated spend for the last three (3) years.

g. Pricing

- i. Provide price proposal on the Educational Pricing Book, Attachment 6.
- ii. Furniture prices shall be FOB destination.
- iii. Maximum shipping times must be provided per line item.
- iv. State any return and restocking policy, and any fees, if applicable, associated with returns.
- v. State warranty provisions (see Special Terms & Conditions, Section G, Item 23, Warranty)
- vi. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.
- vii. Provide available payment terms
- viii. Can P-cards be used for payment? Are there any convenience fees?

F. CONTRACT TYPE AND ADMINISTRATION

1. **Administration:** The contract will be administered by the Senior Director of Purchases & Supply or designee. The National Program will be administered by National IPA on behalf of NPS.
2. **Contract Term:** The contract term will be for one (1) year starting from the date of award. At the option of Norfolk Public Schools, the contract may be renewed for up to four (4) additional one-year terms.
3. **Contract Waiver:** Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of the Contractor or Norfolk Public Schools Senior Director of Purchases & Supply. The waiver by either party of any term or condition of this contract shall not be deemed to constitute a continuing waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
4. **Contract Modification(s):** After the award, any and all modifications to this contract shall be mutually agreed to by the Norfolk Public Schools and the Contractor, **in writing**, and authorized by NPS's Senior Director of Purchases and Supply or their designee.
5. **Cancellation of Contract:** Norfolk Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
6. **Disputes and Claims:** The NPS Senior Director of Purchases & Supply shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file

- c. No waiver or contest of any breach or default shall be effective unless expressly made in writing and signed by the waiving or contesting party's duly-authorized representative and duly delivered to the other party either by acknowledged certified mail, return-receipt requested or registered courier service.
10. **Compliance with All Laws:** The Contractor shall comply with all U.S. federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. The Offeror/Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Offeror/Contractor is a corporation, the Offeror/Contractor further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. Any costs associated with violations of the law, including, but not limited to, remediation, fines, administrative or civil penalties or charges, and third party claims imposed on NPS by any regulatory agency or by any third party as a result of the noncompliance with Federal, state or local laws and regulations by the Contractor or by its subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities retained by the Contractor for this contract, shall be paid by the Contractor.
11. **Venue:** This Agreement is made in and shall be governed by the laws of the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the Circuit Court of the City of Norfolk, Virginia, or the United States District Court for the Eastern District of Virginia, Norfolk Division, in the City of Norfolk, Virginia, United States of America.
12. **Severability:** If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract and all other provisions of this contract shall remain in full force and effect.

F. GENERAL TERMS & CONDITIONS

1. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

2. ANTI-DISCRIMINATION

By submitting their bids or proposals, contractors certify to Norfolk Public Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by Norfolk Public Schools. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Norfolk Public Schools all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Norfolk Public Schools under said contract.

4. APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. Norfolk Public Schools and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366 and NPS Vendors Manual). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of Norfolk Public Schools.

6. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Norfolk Public Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7. BID PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

8. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. Norfolk Public Schools may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Norfolk Public Schools a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Norfolk Public School's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present Norfolk Public Schools with all vouchers and records of expenses incurred and savings realized. Norfolk Public Schools shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Norfolk Public Schools within thirty (30) days from the date of receipt of the written order from Norfolk Public Schools. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of Norfolk Public Schools Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by Norfolk Public Schools or with the performance of the contract generally.

9. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. CONTRACTOR EMPLOYEE BACKGROUND CERTIFICATION

By signing this contract/agreement, and as a condition of award, the Contractor certifies compliance with Code of Virginia § 22.1-296.1 regarding the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities.

In particular, the Contractor certifies that all persons who will provide such services under this contract/agreement have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

This requirement does not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

Note: In accordance with Virginia Code § 22.1-296.1, any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon the conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation to provide such services.

11. DEBARMENT STATUS

By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred or otherwise declared ineligible by any public agency from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. In addition, bidders/offerors further certify that no principal, officer, or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding/offering on contracts for the type of goods and/or services covered by this solicitation.

12. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Norfolk Public Schools, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Norfolk Public Schools may have.

13. DISPUTES AND CLAIMS

The Senior Director of Purchases and Supply shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence of beginning of the work upon which the claim is based. The Contractor may not institute legal action prior to receipt of the Senior Director of Purchases and Supply's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Senior Director of Purchases and Supply shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, § 2.2-4364.

14. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. ETHICS IN PUBLIC CONTRACTING

By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

16. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to NPS are encouraged to participate in the eVA Internet e-procurement solution through the eVA Vendor Registration Service. All bidders or offerors should register in eVA; failure to register may result in the bid/proposal being rejected. eVA registration and transaction fee information can be found on the eVA website, Billing Portal, at: <http://www.eva.virginia.gov>

17. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

18. INSURANCE FOR CONSTRUCTION, SERVICE CONTRACTS AND GOODS CONTRACTS WITH INSTALLATION

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be

provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIREMENTS:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify Norfolk Public Schools of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Norfolk Public Schools must be named as an additional insured and so endorsed on the policy and stated on the Certificate of Insurance. For Capital and non-Capital Construction contracts, the City of Norfolk and the project architect/engineer also should be named as additional insured. Contracts with movers or truck transporters should also require motor carrier’s liability.

4. Automobile Liability - \$1,000,000 per occurrence. (Only required if motor vehicles are used in the contract.)

Failure to maintain these coverages or to continue to include Norfolk Public Schools as an additional insured may constitute a breach of contract which may result in the suspension or termination of the contract.

VARIOUS PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS coverages are also required for the following services:

PROFESSION	SERVICE LIMITS
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2013, as follows: July 1, 2013 - \$2,100,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate

Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate
All Certificates of Insurance shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.

19. MANDATORY USE OF NORFOLK PUBLIC SCHOOLS FORM AND TERMS AND CONDITIONS FOR BIDS

Failure to submit a bid on the official Norfolk Public Schools form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, NPS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, NPS may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

20. INDEMNIFICATION

Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer and National IPA and Norfolk Public Schools, and their officers, agents, and employees from and against any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Seller/any services of any kind or nature furnished by the Seller, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Seller on the materials, goods or equipment delivered.

21. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless Norfolk Public Schools has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, Norfolk Public Schools shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22. PRECEDENCE OF TERMS

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF

1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF NORFOLK PUBLIC SCHOOLS FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

23. QUALIFICATIONS OF BIDDERS OR OFFERORS

Norfolk Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to Norfolk Public Schools all such information and data for this purpose as may be requested. Norfolk Public Schools reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. Norfolk Public Schools further reserves the right to reject any bid/proposal) if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy Norfolk Public Schools that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

24. TAX EXEMPT STATUS

Sales of goods to Norfolk Public Schools are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Excise tax exemption registration number is 54-73-0076K.

25. TESTING AND INSPECTION

Norfolk Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

26. TRANSPORTATION AND PACKAGING

By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

27. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient

descriptive literature, catalog cuts and technical detail to enable Norfolk Public Schools to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

28. VENDORS MANUAL

This solicitation is subject to the provisions of the Norfolk Public Schools Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the NPS Purchases and Supply Website on the Internet at "<http://departments.nps.k12.va.us/business/purchasing/>".

G. SPECIAL TERMS & CONDITIONS

1. ADDITIONAL USERS

Norfolk Public Schools, as the Principal Procurement Agency, as defined in RFP#15006FL, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. Norfolk Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program.

2. AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Norfolk Public Schools, whichever is sooner. The Norfolk Public Schools, its authorized agents, National IPA and cooperative members of National IPA, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3. AWARD TO MULTIPLE OFFERORS

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the

offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, NPS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. NPS reserves the right to make multiple awards as a result of this solicitation. NPS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should NPS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

4. BEST AND FINAL OFFER

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

5. CANCELLATION OF CONTRACT

Norfolk Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

6. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

7. DELIVERY NOTIFICATION

For large orders, NPS shall be notified at least 48 hours (2 business days) prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the contact on the (purchase) order.

8. EXTRA CHARGES NOT ALLOWED

The bid price shall be for complete installation ready for the Norfolk Public Schools' use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

9. FEDERAL GRANT FUNDING

If this payment is to be charged against federal funds, the Contractor certifies that s/he is not currently employed by the Federal government and the amount charged does not exceed his/her normal charge for the type of service. It is understood and agreed between the parties herein that the Norfolk Public Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

10. FINAL INSPECTION

At the conclusion of any assembly or installation work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

11. IDENTIFICATION OF BID/PROPOSAL ENVELOPE

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as directed in the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope. Attachment 4 displays an acceptable envelope template.

12. INSPECTION OF JOB SITE

My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Norfolk Public Schools.

13. INSTALLATION

All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

14. MAINTENANCE MANUALS

The contractor shall provide with each piece of equipment/furniture an operations and maintenance manual with diagrams, parts list, and a copy of all warranties.

15. MOST FAVORED CUSTOMER COMPETITIVE PRICING

Contractor warrants and agrees that each of the charges, economic or Product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or Product term or warranty being offered to any similarly situated commercial or other government customer of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide Product under more favorable charges, economic or Product terms or warranties, Contractor shall immediately notify NPS of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or Product terms or warranties.

16. OPTIONAL PREBID/PREPROPOSAL CONFERENCE

An optional preproposal conference will be held at 10 AM ET, November 14, 2014 in Room 1205 of the Norfolk Public School's Administration Building located at 800 E City Hall AVE, Norfolk, VA 23510. A valid photo ID will be required for admittance. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

It is the Bidder's responsibility to acknowledge receipt of these Addendums on the Bid Cover Sheet (page 1).

17. PRODUCT AVAILABILITY/SUBSTITUTION

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

18. QUANTITIES

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

19. RENEWAL OF CONTRACT

This contract may be renewed by NPS for up to four (4) successive one year periods, under the terms of the current contract.

20. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS

The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Norfolk Public Schools during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

21. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and NPS's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

22. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

23. WARRANTY

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of [Vendor must provide warranty information for all offered items, however, no warranty period shall be for less than one (1) year] following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Norfolk Public Schools and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

24. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)

Under this time and material contract, the contractor shall furnish the Norfolk Public Schools with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the Norfolk Public Schools determines that the estimated price is not fair and reasonable, the Norfolk Public Schools has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the Norfolk Public Schools reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

25. WORK SITE DAMAGES

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Norfolk Public Schools' satisfaction at the contractor's expense.

H. ORDERING

Electronic ordering is preferred with the use of purchase cards and purchase orders.

I. DELIVERIES, PERFORMANCE, INSPECTION, AND ACCEPTANCE

Deliveries shall be to district locations, during normal business hours, or as specified on the specific order.

J. METHOD OF PAYMENT

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the NPS contract number and/or purchase order number.

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase orders, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, NPS shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve NPS of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from NPS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from NPS, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of NPS.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. NPS reserves the right to purchase goods and services using the NPS Purchasing Card.

K. ATTACHMENTS

ATT 1: State Corporation Commission Form (RFP)

Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (NPS reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

ATT 3: Debarment Statement

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY: _____(SIGNATURE)

ATT 4: Envelope Template

IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

OFFEROR NAME _____

SOLICITATION #: RFP-15006FL

SOLICITATION NAME: National IPA Educational Furniture

DUE DATE AND TIME: 12/09/2014 @ 2:00:00 PM

**SENIOR DIRECTOR OF PURCHASES AND SUPPLY
NORFOLK PUBLIC SCHOOLS ADMINISTRATION BUILDING
800 EAST CITY HALL AVENUE, ROOM 1205
NORFOLK, VIRGINIA 23510-2723**

ATT 5: National IPA Requirements



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

Norfolk Public Schools (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Educational Furniture. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the

Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current

Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- a. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - b. Announcement, contract details and contact information published on the company website within first 30 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days
 - d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - h. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract

- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$_____.00 in year one
 \$_____.00 in year two
 \$_____.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.

- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that enter into (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of 2% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit E, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest

thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below:

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
725 Cool Springs Blvd-Suite 100
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL PURCHASING
ALLIANCE COMPANY

Signature

Signature

Name

Ward H. Brown
Name

Title

Chief Operating Officer
Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate with National Intergovernmental Purchasing Alliance Company ("National IPA") ("Principal Procurement Agencies") to be appended and made a part hereof and such other public agencies who register to participate in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement with National IPA ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers (each a "Supplier") have entered into Master Supplier Agreements to provide a variety of goods, products and services (herein "Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Supplier Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.
3. That the cooperative use of solicitations obtained by the parties to this Agreement shall be in accordance with the terms and conditions of the Master Supplier Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of Products by the Participating Public Agencies.
5. That the Participating Public Agencies that procure Products through any Master Supplier Agreement (each a, "Procuring Party") will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the Master Supplier Agreement. Payment for Products and inspections and acceptance of Products ordered by

the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase.

6. The Procuring Party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D- NATIONAL IPA PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”) pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR

CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA

CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR

CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA

MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BATON ROUGE WATER COMPANY
 BEND METRO PARK AND RECREATION DISTRICT
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BOARDMAN PARK AND RECREATION DISTRICT
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CLACKAMAS RIVER WATER
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLEAN WATER SERVICES
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS FOREST PROTECTIVE ASSOCIATION
 CHEHALEM PARK AND RECREATION DISTRICT
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 EUGENE WATER AND ELECTRIC BOARD

HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 PORTLAND DEVELOPMENT COMMISSION, OR

OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS,
LA

SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J

JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT

REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19

SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER

OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY

OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY

ATT 6: Educational Pricing Book

Attached Separately

PRICE BOOK COVER SHEET

RFP-15006FL

Educational Furniture

Norfolk Public Schools / National IPA

RFP Due December 9, 2014 at 02:00:00 PM ET

This spreadsheet contains multiple tabs that correspond with the Categories listed below. Each tab should be completed by providing all relevant pricing being offered by your company. If you do not wish to offer pricing for a particular category or item, enter "N/A" in the corresponding sections. A "NOTE" area is located at the bottom of each category sheet and may be used to provide any special instructions or other furniture options. The last tab, labeled "Spec for Evaluation", is to be completed with pricing for specific items. Additional information is found in the Bid Documents. Because, this information will be a factor in the final award process, make sure that as much data as possible is provided. If an "Equal" is being proposed, type/write "SUB" in the 3rd column and include the Manufacturer's name and the Model Number of the item. Additional information may be provided on separate documents, provided they are referenced for easy identification.

Category I: Freestanding Education/Classroom/School Furniture-furniture, (including folding and mobile) desks, tables and related school accessories.

Category II: Library Furniture and Shelving -complete catalog selection of library furniture and shelving.

Category III: Technology Educational Furniture-complete catalog selection of technology furniture to support technology learning environments.

Category IV: Science-Lab Educational Furniture-complete catalog selection of science laboratory furniture.

Category V: Cafeteria-complete catalog selection of cafeteria furniture.

Category VI: Early Childhood Furniture-complete catalog selection of early childhood furniture (including pre-school items).

Category VII: Art Instructional Furniture-complete catalog selection of art instructional furniture.

Category VIII: Career & Technical Education (Vocational Arts) Furniture and Equipment- complete catalog selection of career vocational arts furniture and equipment, including, but not limited to: Cosmetology, Nursing, Trades, Crafts, Technicians, Engineering, etc.

Category IX: Audio Visual Furniture-complete catalog selection of audio/visual furniture.

Category X: Fixed Seating (auditorium/lecture)-complete catalog selection of auditorium/lecture hall seating.

Category XI: Residence Hall Furniture-complete catalog selection of Residential Hall furniture.

Category XII: Storage-complete catalog selection of filing systems including vertical and lateral files, bookcases, mobile cabinets, and accessories.

Category XIII: Task seating, seating-office, lounge, conference room, break areas.

Category XIV: Music/Audio Lab Furniture and Accessories – Storage, mobile carts, display units, stands, cases, seating, and other similar items used in Music/Band instruction.

Category XV: Athletic Training/Facility Furniture and Special Events – Benches, equipment storage, mobile carts and similar items.

Category XVI: Display Cases/Shelving - Trophy and awards shelving/storage, custom displays, bulletin boards, banner holders, specialty cases.

Category XVII: Healthcare Furniture-Catalogue selection of furniture used in Nursing Stations, Dispensary/First-Aid areas, Guidance/Social Psychology Offices, and other similar areas.

Category XVIII: Related Support Services (Delivery/Design/Install, etc.) - design and layout, fabric and color design services and other related services requested by the customer.

Spec for Evaluation: Pricing Book to be completed for a sampling of products being quoted for the proposal.

Category I Freestanding Classroom and Educational Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category II Library Furniture and Shelving

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category III Technology Educational Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category IV Science-Lab Educational Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category V Cafeteria

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category VI Early Childhood Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category VII Art Instructional Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category VIII Career & Technical Education Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category IX Audio Visual Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category X Fixed Seating (auditorium/lecture)

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XI Residence Hall Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XII Storage

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XIII Task Seating

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XIV Music/Sudio Lab Furniture & Accessories

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XV Athletic Training/Facility Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XVI Display Cases/Shelving

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XVII Healthcare Furniture

NOTE: Use this form to provide offered pricing discount for various catalogues / manufacturers that are being proposed. Use one form per catalogue / manufacturer. Make additional copies as necessary.

Manufacturer's Name	Discount from Manufacturer's List Price			
	Tiers I-V	Delivered Tailgate	Inside Delivery	Delivered & Installed
	\$0 to \$15,000	%	%	%
	\$15,001 to \$50,000	%	%	%
	\$50,001 to \$100,000	%	%	%
	\$100,001 to \$250,000	%	%	%
	\$250,001 and up negotiated			

Standard Delivery Time

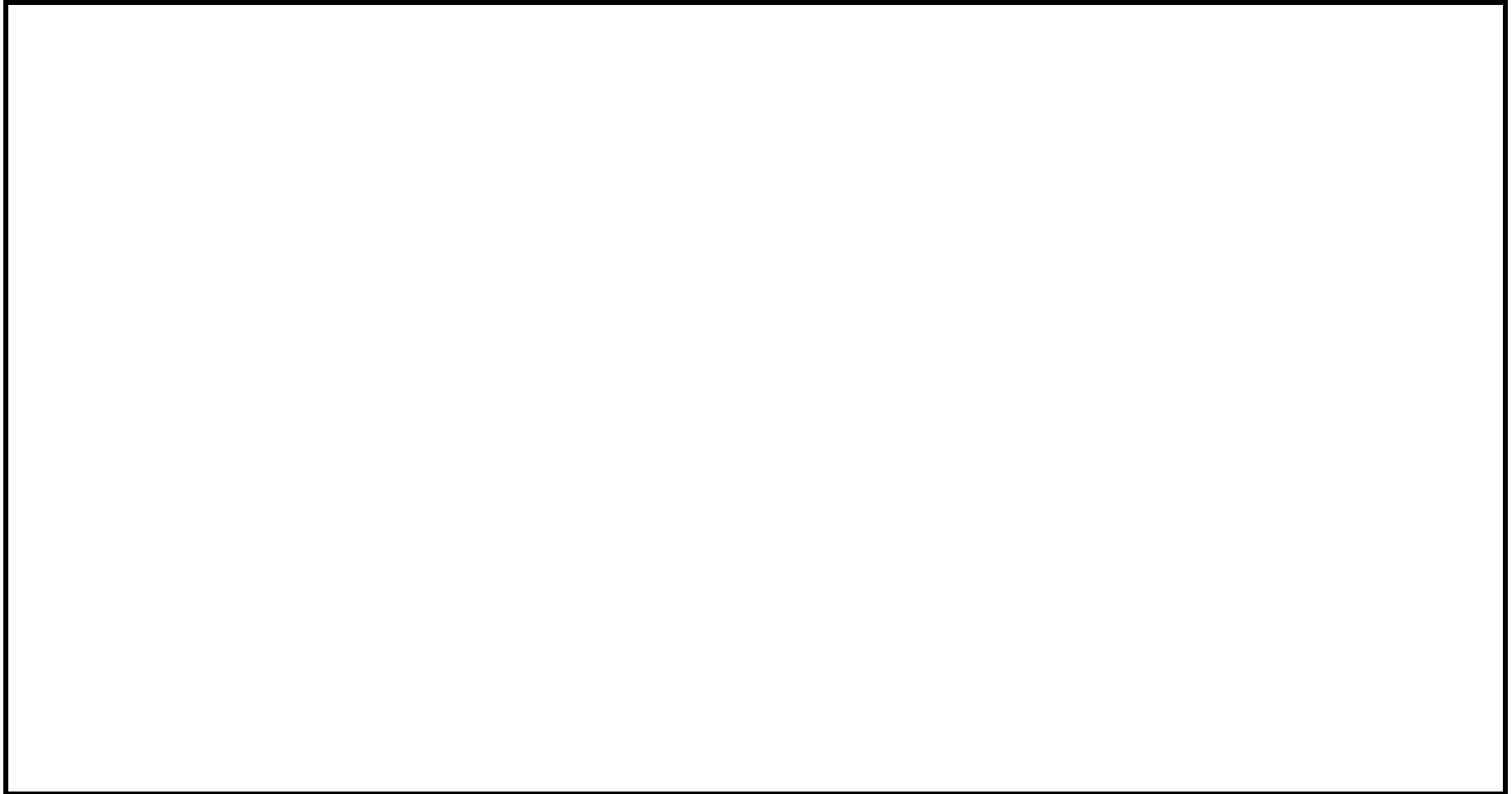
Reference Current Catalog

Effective Dates of Catalog

NOTES:

Category XVIII
Related Support Services

Please use this sheet to note any related services and their proposed discount structure/pricing, this includes but is not limited, design services, quick ship, fabric/color design services or any other related support services your company can offer:

A large, empty rectangular box with a black border, intended for the user to provide details on related support services, including discount structures and pricing.

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
1	Low-Back Task Chair 24"W x 24"D x 34-39"H - Seat height 16.5-21.5" - Swivel-tilt control - 360 degree swivel - pneumatic seat height adjustment - tilt tension control - seat and back tilt as a unit - upright position tilt lock - back depth adjustment. 9 to 5 Seating Agent Series #1425-S2 or approved equal							
2	Chair, Oversized, no padding, A+ Size with an 18 1/2 " seat height. Artco Bello #7108 4-Leg Chair or approved equal							
3	Melody Chair - 17 1/2" seat height with band pitch - frame constructed of 16 gauge square tubing - textured polypropylene seat and back - standard black finish - stacks up to 18 high - National Public Seating #8210 or approved equal							
4	Chair, 1 piece sled base 13-1/2" - 14" through 17-1/2" - 18" (see specification section for detail)							
5	Chair, Student computer, 5 star pedestal base, black frame, 1-piece plastic shell, Specify available shell colors. no arms swivel base. (no padding)							
6	Chair, Student/teacher, 4-leg on casters one piece bucket seat, black frame no arms							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
7	Desk, Student Open Front - Angled book box and wrap-around U-Brace for added strength. Artco Bell #9500 or approved equal - Specify available colors							
8	Desk, Student Study Desk - 4 leg - Adjust height range of 22"-29" with an 18" x 34" top and book box on right (also available w/ book box on left) - U-Brace for added strength - Book box features two compartment for book storage, an integrated pencil tray, and is angled to provide additional leg room. Artco Bell #2121 or approved equal - Specify available colors							
9	Desk, Two Student - 4 leg - Adjust height range of 22" - 29" with a 24" x 48" top - 2 metal book boxes - Artco Bell #C810 or approved equal - Specify available colors							
10	Desk, Teacher Station - Bullet Top 30"D x 60"W with Height Adjustment 24" - 36" - Modesty panel in the desk to manage excess wires - Cable ports in upper leg connect one station with another while those in the lower leg direct the wires to floor - Nylon based end caps also included to protect the feet. Smith System #26516 or approved equal							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
11	Desk, Teacher - Double pedestal - 30" x 60" with center drawer - metal frame, laminate top, with box/file drawers down both sides - lockable. Artco Bell #E500 or approved equal							
12	Desk/Chair Combo, 18" x 24" hard plastic top, chrome bookrack, steel frame, hard plastic back and seat, Artco Bell #H457 or approved equal (see specification section for detail)							
13	Lectern, Metal, Floor model w/3 shelves, Medium Oak laminate, slant top with wood pencil stop, 3-fixed shelves, no light fixture. Smith System #502 or approved equal.							
14	Lectern, Metal, Pole model w/slant top, 16"x20", pencil stop, adj from 30"-44"H, laminate top, metal pole, Oklahoma Sound #70 or approved equal.							
15	Mobile Table, Stool Table Series, 17" high stool, 29"H x 30"W x 10'L table, 12 stools, high- pressure laminate top - up and down lock mechanisms, torsion bars for smooth operation, opening and closing safety device. Virco MTS17291012 or approved equal							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
16	Table, Mobile Folding Rectangular, 12" long, Spectrum laminate, black enamel frame. SICO LB #TLB21F0102CS or approved equal							
17	Table, Mobile Folding, Rectuangular, 12' long, with 12 attached ABS seats, Spectrum laminate, black enamel frame, SICO LB #TB5 or approved equal							
18	Table, Mobile Folding 8' convert-a-bench (see specification section for detail)							
19	Table, Mobile Folding Round, 48" non adjustable, spectrum laminate, black enamel frame. SICO Pacer #2075-120 or approved equal							
20	Table, Mobile Folding Round, 60" non adjustable, spectrum laminate, black enamel frame. SICO Pacer #2075-150 or approved equal							
21	Table, Mobile Folding Oval, 60"x66" non adjustable, spectrum laminate, black enamel frame. SICO Pacer #3175-165 or approved equal							
22	Table, Mobile Folding Oval, 60"x 54" non adjustable, spectrum laminate, black enamel frame. SICO Graduate #TT-B or approved equal							
23	Table, Activity, Rectangular, 30"x 60" (see specification section for detail)							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
24	Table, Rectangular, Folding 30"x 60" heavy duty							
25	Table, Rectangular, Folding 36"x 72" heavy duty							
26	Table, Computer, 24"d x 60"w x 22"-35"h (see specification section for detail)							
27	Desk: Desk with 3-drawer pedestal and sculpted (or shaped) knee space drawer front to accommodate a computer keyboard. (Adden Roommate RM05PDSF or acceptable alternative) 24x 42 x 29.5							
28	Chest: 3 Drawer (Adden Roommate RM03W or acceptable alternative) 24x 36 x 29.5							
29	Low Loft, Bunkable Bed: with Hook Lock Spring and Steel Pin Post Connectors, (Adden Roommate RM07LLHLKP or acceptable alternative) 37 5/8 x 84 3/4 Height 36":36"							
30	Safety Rail for Low Loft, Bunkable Bed: (Adden Roommate RM07SR or acceptable alternative).							
31	Writing Desk: Writing desk with knee space pencil drawer. (Adden Roommate RM05NP36 or acceptable alternative) 24 x 36 x 29.5							
32	26 1/2" 4 Drawer Vertical File Cabinets, locking							
33	27 1/2" Deep 2 Drawer Vertical File Cabinets, locking							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
34	Lateral File/Storage Cabinet, 30" Wide, 4-Drawer locking, 52 1/2"H x 30"W x 18 5/8"D							
35	Auditorim Seating Lancaster or Equivalent (see specification section for details)							
36	Drawing Table, CAD w/drawers (see specification for detail)							
37	Mobile storage island-double sided, with twelve clear trays, one side to have three shelves; other side has two shelves/each 18"w x 14"d x 12"h and twelve cubbies, on casters, overall dimensions: 48"w x 29"d x 29 1/2"h, fully assembled. Jonti-Craft #04400JC or approved equal							
38	Four piece Kitchen set- Refrigerator, stove, cupboard and sink, birch construction, fully assembled. Jonti-Craft #40801JC or approved equal							
39	Table-24"square x 22"h, maple table legs, minimal assembly. Jonti-Craft #57222JC or approved equal							
40	Chair-14"h, maple finish, ladder back, ordered as a set of 2. Jonti-Craft #5914JC2 or approved equal							
41	Sand & Water Table-with cover and lower storage area, 42"w x 22"d x 24 "h, birch frame, maple legs, 9" deep white plastic tub, heavy duty drainage faucet, birch ply cover. Jonti-Craft #2856JC or approved equal							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
42	Shelving-starter, single faced 60"h x 36"w 10"d with oak face veneer back. Brodart #S1-979-SOO/SB-600-SOO or approved equal							
43	Shelving-starter, double faced non-mobile, 48"h x 36"w 20"d, with oak face veneer back. Brodart #S1-765-SOO/SB-603-SOO or approved equal							
44	Table-rectangular, 60"w x 36"d x 27 ½"h, with top thickness of at least 1" lumber core and legs of at least 2" solid hardwood. Brodart #94T-144-SOO or approved equal							
45	Chair-16" all wood construction, sled base. Brodart #B2-561-SOO or approved equal							
46	Notebook Security Cart, 16-module, 2-point locking system, 14-guage steel doors, 20-guage removable steel shelves, heavy-duty rubber wheels, security fasteners, adj wire retention clips, 20-outlet surge-protected power strip. Datamation Systems #DS-SHC-16-1/D or approved equal							
47	Table-54"w x 24"d x 30"h, chemical resistant top, oak wood four-leg frame, with apron, adjustable floor leveling glides, rubber leg boots. Diversified #P7202K30N or approved equal							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
48	Table-mobile teacher lab style, 48"w x 24"d x 36"h, high pressure laminate top, solid oak, acrylic finish, four 4" locking casters, stainless steel hand-pump sink (GFI protected AC duplex electrical outlet, upright rods/crossbar and clamps, 25' grounded extension cord, two 2 gallon water bottles and connecting hoses. Diversified #DIV-4111K or approved equal							
49	Stool-24"h, metal, four leg, 14" square seat, rubber with steel glide foot style. Lyon #1802 or approved equal							
50	Table-hardwood, art and drafting, 36"w x 24"d x 37 1/2"h, with a tilt top @ 36"w x 24"d, 3/4"-thick fiber resin top with heavy-duty tilt mechanism and pencil ledge, maple framing and legs with bolt-reinforced mortise and tenon joints for extra strength, hand-sanded and finished with sealer and multiple coats of lacquer for a durable finish. Adjustable floor glides, 2-piece fixed top. Ships assembled. Hann #WD50 or approved equal.							
51	Stool-24"h, 18 gauge round steel four leg frame, 14" round steel seat with 1/8" hardboard insert, polyethylene feet. Krueger #624 or approved equal							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
52	Stool-24"h, oak wood, 13" diameter seat, four-leg frame, comes assembled. Hann #S-24-O or approved equal							
53	Cabinet-mobile art, 40"w x 42"h x 24"d, maple and birch construction, four 5" casters, removable storage caddy, lower drawer, Comes assembled. Hann #TAS-4042M or approved equal							
54	Cart-AV, adjustable height, 34-1/2"- 44-1/2"h x 32"w x 24"d, includes storage security box, four 3"casters. Balt Proview #82692 or approved equal							
55	Cart-Presentation, 40 1/4"h x 18"w x 30"d, black metal frame, four 3" casters. Balt #89759 or approved equal							
56	Cart-Utility, 26"-42"h x 29"w x 15"d, black steel frame, includes UL/CSA approved, 4-oputlet, surge-protected, electrical assembly with 25' cord, cord winder, and a non-skid rubber mat. Balt #89842 or approved equal							
57	Lecture Seating-with tablet arm, fixed to the floor, plastic shell, I-beam tandem bolted to floor. American Seating 275 series or approved equal							

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58	Auditorium Seating-double-walled, molded plastic seats and backs, three-quarter safety fold hinge and a back that articulates to 90 degrees, the horizontal steel beams are mounted on floor supported cast iron pedestals. American Seating Dimension 674 or approved equal							
59	Library - Student Chairs Thermoplastic Fixed Back - Bola Teen Chairs #45015 or approved equal							
60	Library - Student Chairs Thermoplastic Chair - Rascal #65003 or approved equal							
61	Library - Student Chairs - Sled Base Chair - Artco Bell Discover Series or approved equal							
62	Library - Student Chairs - Wooden Community Oak Chair							
63	Library - Task Chairs - No Arms - Grade III Fabric High Point #500 or approved equal							
64	Library - Mobile Book Case - Mobile Shelving D/F 42"H x 24"D Oak Construction & 3" Casters, 2-Adjustable & 2-Fixed Shelves 6 Steel Dividers On Each Shelf - Bookmark#21-4824-MOB or approved equal							
65	Library - Media Table 42"W x 42"L x 27"H -HPL Top, Standard Edge Oak - BookMark Table #B4242T-27 or approved equal							

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66	Library Shelving - Modular Shelving - 30 " High Single Sided - 30"H x 36"W x 10-1/2"D Adder - 30" high single sided shelving unit includes top, toe plate, one bottom and one mid shelf - Bookmark 31 Series or approved equal (see specification section for detail)							
67	Library Shelving - Modular Shelving - 30 " High Single Sided - 30"H x 36"W x 12-1/2"D Adder - 30" high single sided shelving unit includes top, toe plate, one bottom and one mid shelf - Bookmark 31 Series or approved equal (see specification section for detail)							
68	Library Shelving - Modular Shelving - 72 " High Single Sided - 72"H x 36"W x 10-1/2"D Adder - 72" high single sided shelving unit includes toe plate, one bottom and four adjustable shelves - Bookmark 31 Series or approved equal (see specification section for detail)							
69	Library Shelving - Modular Shelving - 42 " High Double Sided - 42"H x 37"W x 20"D Mobile - 42" high double sided shelving unit includes top, two toe plates, two bottom and four adjustable shelves - Bookmark 31 Series or approved equal (see specification section for detail)							

Item #	Description (Details contained in Specification Section where noted)	Manufacturer / Model Number (being offered)	Tier 1 Price [\$0-\$15k]	Tier II Price [\$15,001-\$50k]	Tier III Price [\$50,001-\$100k]	Tier IV Price [\$100,001-\$250k]	Up Charge for Chrome (if applicable)	Down Charge No Padding (if applicalbe)
70	Library Shelving - Modular Shelving - 60 " High Double Sided Magazine Display - 60"H x 36"W x 24"D Adder - 60" high double sided magazine shelving unit includes two toe plates, six standard adjustable shelves and six pivoting magazine display shelves - Bookmark 31 Series or approved equal (see specification section for detail)							



Norfolk Public Schools

The cornerstone of a proudly diverse community

November 20, 2014

Request For Proposal # 15006FL

ADDENDUM # 1

IFB 15006FL: National IPA Educational Furniture

DATE AND TIME DUE: 02:00 P.M. ET ON DECEMBER 9, 2014

This Addendum forms a part of the Contract Documents and modifies the original Request For Proposal (RFP) dated October 29, 2014. It consists of five (5) pages. Acknowledge receipt of this Addendum in the space provided on the Norfolk Public Schools' Cover Page. Failure to do so may subject Offeror to disqualification.

Clarification/Modifications to the RFP Document:

1. Page 1, the NPS Cover Page, states that the proposals will be "publically opened and read". Delete this reference as the responses will not be publically opened and read.

2. Following are the Award Criteria and weights that will be used for evaluation
 - EXPERIENCE (Years in business, Number of clients, Revenue, Resources, Employee qualifications, Number of employees, etc.) – 15%
 - METHODOLOGY (How, What, When/Timeline, Where, Who/Support/Training, etc.) – 25%
 - NATIONAL IPA RESPONSE (Acceptance of Terms, Coverage area. Marketing Alliance, etc.) – 25%
 - PAST PERFORMANCE (References, Quality, Warranty/Follow-up, etc.) – 10%
 - PRICING (Catalogue Discount from List, Pricing book response, Handling Charges, Return Charges, Delivery charges, Installation Charges, Design charges and other charges that are added) – 25%

Questions/Comments resulting from the pre-proposal conference held on
11/14/2014:

1. Must the responding supplier be able to support all geographical areas that are listed in the RFP? Answer: Suppliers are encouraged to respond with the geographic areas they are able to support effectively and efficiently. Suppliers' responses will be evaluated based on the Award Criteria to determine the response(s) that provides the best value.
2. My product shipping and installation costs may vary depending on the delivery location. Is it acceptable to charge additional amounts for service to select areas or States? Answer: It is permissible to provide a pricing structure with separate ancillary or add-on charges, however, the response must be very clear as to when the additional charges apply and how the charges are established. The pricing structure should be easily understood and easy to apply and evaluate.
3. Must the responding supplier be able to support all categories that are listed in the RFP? Answer: No. There are 18 categories and it is understood that some of these items may be a niche product and not provided by all suppliers

BID/PROPOSAL <u>PRE-BID ATTENDEES</u>		MANDATORY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Meeting Date / Time: 11/14/14 10 AM ET		Meeting Location: Superintendent's Conference Room #1250	
Bid / Proposal # 15006FL		Project Name: Educational Furniture (National IPA)	
Buyer	Issue Date	Due Date	Time Due
Fred Ledbetter / Melinda Fenton	10/29/14	12/09/14	2:00:00 PM ET
Print Name / Company Represented	Office Phone	Cell / Mobile Phone	E-Mail Address
Fred Ledbetter / Norfolk Public Schools	757-628-3476		fledbetter@nps.k12.va.us
Kristen Del Sordo American Office	757 419-3507		kdelSordo@americanoffice.com
Sylvia Walton, HERTZ FURNITURE	828-275-8402	→	Sylvia@hertzfurniture.com
Melisse Menchel Delta Graphic, Inc	804-748-6448		mmenchel@delta-graphic.com
Peggy D'Epiro Delta Graphic, Inc	804-748-6448		pdepiro@delta-graphic.com
Bobbie Flynn N/PS	757-628-3895		bfflynn@nps.k12.va.us
Amy Waldrop Mega Office Furn.	757-461-7300		awaldrop@tsrcinc.net
MICHAEL SCHWALM NATIONAL IPA	972-910-6629	717-571-8146	mschwalme@provista.co.com
Michael Henahan School Specialty	757-478-9640	same	School Specialty, Michael, Henahan@com
Dawn Coniaty Exemplis Corporation	202-658-9258	same	dconiaty@exemplis.com
Lisa Insley Creative	757-663-8070		LINSLEY@creative-va.com
Tommy Smigiel / NPS	757-628-1040		t-smigiel@nps.k12.va.us

Print Name / Company Represented	Office Phone	Cell / Mobile Phone	E-Mail Address
Melinda Fenton Norfolk Public Schools	628-2757		mfenton1@npsk12.com
Carla Smith Virginia Beach City Public Schools	263-1136		carla.smith@ vbschools.com
ON PHONE:			
Al Piper National IPA			
Sarah Vavra National IPA			
Ken Heckman National IPA			

Pre-Proposal Conference Agenda – RFP-15006FL Educational Furniture:

Norfolk Public Schools Administration Building, 800 E City Hall AVE, Norfolk, VA 23510

10:00 AM ET

REV 11-14-2014

1. Welcome (Fred Ledbetter, Purchases & Supply, Norfolk Public Schools)
2. Identify Project (RFP-15006FL, Educational Furniture K12-Higher Learning through National IPA)
3. Review Timeline
 - a. RFP Posting - (10-29-2014)
 - b. RFP Closing & Opening of Responses – (12-09-2014/2:00 PM ET)
 - c. Estimated Award Date - (01-26-2015)
 - d. Start Date for Contract – (03-05-2015)
4. Discuss Major Points:
 - a. Project Details
 - b. Statement of Work / Statement of Needs
 - c. Award Criteria - (Experience, Methodology, National IPA Response, Past Performance, and Pricing)
(Note: Weights will be published as part of Addendum)
 - d. References – Similar requirements, current (past 5 years), List Contract Amount, provide title/phone/e-mail/company name of reference
 - e. Proprietary Information
 - i. Cannot identify entire response as proprietary...will cause entire proposal to be classed as Non-Responsive.
 - ii. Specific Areas must be marked as Proprietary/Trade Secret
 - iii. Redacted versions must be provided in hard copy and electronic formats
 - f. Proposal Corrections must be Initialed & Dated
 - g. Debarment, SCC, Anti-Collusion Forms must be completed and returned
 - h. Requests for Samples / Additional Information
 - i. Interviews / Presentations (In Person or by Phone)
 - j. RFP Package must be delivered ON-TIME to Room 1205, 800 E City Hall AVE
 - i. Late Proposals will not be accepted
 - ii. Must be properly addressed and identified (See Attachment 4)
 - iii. Proposals submitted by facsimile or e-mail will not be accepted
 - k. Questions are accepted up to 5 business days prior to RFP Closing
 - i. No Calls
 - ii. E-Mail acceptable
 - l. Questions are submitted to Purchasing Contact (fledbetter@npsk12.com)
 - m. Description of work area / delivery / logistics
5. Additional Information (Al Piper, National IPA) – Describe interaction with National IPA
6. Close (Fred Ledbetter)
 - a. Any Additional Comments?
 - b. Questions?
 - c. Reinforce or Include Items needing clarification or more details
 - d. Remind of Proposal Due Date - (12-09-2014/2:00 PM ET)
 - e. Remind of Location to Send – Room #1205 800 E City Hall AVE, Norfolk, VA 23510

ADVERTISING INVOICE AND STATEMENT



Pilot Media
P.O. Box 449
Norfolk, Virginia 23501-0449

INVOICE NUMBER	STATEMENT PERIOD	ADVERTISER/CLIENT NAME
2596064	10/25/14 - 10/31/14	NORFOLK PUBLIC SCHOO
DUE DATE	TOTAL AMOUNT DUE	
11/10/14	213.57	

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DATE	AD NUMBER	DESCRIPTION	BILLED UNITS	GROSS AMOUNT	CHARGES / DISCOUNTS	NET AMOUNT
10/30/14 - 10/30/14	24399394	Publication:The Virginian-Pilot - Full Run BIDS 15006FL - Fred Ledbetter	1x27L 27.000L	213.57		213.57
<p style="font-size: 1.2em; color: blue; font-family: cursive;">0100-9-976-D21-62170 0000-600000</p>						

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT

CURRENT NET AMOUNT	30 DAYS	60 DAYS	OVER 90 DAYS	TOTAL AMOUNT DUE
				213.57

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STATEMENT PERIOD	BILLING DATE	INVOICE NUMBER
10/25/14 - 10/31/14	10/31/14	2596064
ADVERTISER/CLIENT NAME		BILLED ACCOUNT NO.
NORFOLK PUBLIC SCHOO		AA429055
TOTAL AMOUNT DUE	REMITTANCE AMOUNT	CHECK NO.
213.57		

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PURCHASES/SUPPLY DEP
NORFOLK VA 23510

REMIT TO:

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NORFOLK, VIRGINIA
AFFIDAVIT OF PUBLICATION

The Virginian-Pilot

NORFOLK PUBLIC SCHOOLS
800 E. CITY HALL AVE
PURCHASES/SUPPLY DEP
NORFOLK VA 23510

REFERENCE: AA429055
24399394 BIDS 15006FL

State of Virginia
City of Norfolk

This day, Jacqueline Whitfield appeared before me and, after being duly sworn, made oath that: 1) She is affidavit clerk of the Virginian-Pilot, a newspaper published by The Virginian-Pilot Media Companies, LLC, in the cities of Norfolk, Portsmouth, Chesapeake, Suffolk, and Virginia Beach, Commonwealth of Virginia and in the state of North Carolina 2.) That the advertisement hereto annexed has been published in said newspaper on the dates stated



PUBLISHED ON: 10/30

TOTAL COST: 213.57 AD SPACE: 27 LINE
FILED ON: 10/31/14

Legal Affiant: *Jacqueline Whitfield*

Subscribed and sworn to before me in my city and state on the day and year aforesaid this 31 of November, in the year of 2014. (NRN:7145124)

Notary: *[Signature]* My commission expires October 31, 2015.

Bids & Proposals

**REQUEST FOR PROPOSAL
15006FL**

**Educational Furniture
NORFOLK, VIRGINIA**

Norfolk Public Schools, hereby seeks sealed proposals for the procurement of a variety of new Educational Furniture (K12/Higher Ed). This RFP is offered with National IPA and the results will be available to all member organizations nationwide. Sealed proposals will be received until 2:00 PM Norfolk, VA local time on TUE, December 9, 2014. Late proposals will not be opened. For more information or to download documents, go to the eVA site, <http://eva.virginia.gov>, search by "Solicitations Quick Quote & Awards (REQ)", section by keyword "NORFOLK CITY PUBLIC SCHOOLS". For questions or for more information, contact Fred Ledbetter, e-mail: fredl@npsk12.com.

VP October 30, 2014 24399394

LEGAL PROOF OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Lines
311557	0001374638	Legal #4748 LEGAL NOTICE Norfolk Public		\$109.12	1	24

Attention: Nicole Bianchi
NATIONAL IPA
725 COOL SPRINGS BLVD - SUITE 100
FRANKLIN, TN 37067

Legal #4748

LEGAL NOTICE

Norfolk Public Schools, VA is requesting proposals from qualified and experienced firms to provide EDUCATIONAL FURNITURE (RFP No. 15006FL). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Purchasing at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.nps.k12.va.us/purchases.
PRE-PROPOSAL CONFERENCE:
Friday, November 14, 2014 at 10:00 a.m. local time, Norfolk, VA.
PROPOSAL DUE DATE:
TUESDAY, DECEMBER 9, 2014 at 2:00 P.M. LOCAL TIME, Contact Fred Ledbetter, fredbetter@nps.k12.va.us.

Publish: November 1, 2014

TERRY NELSON, being duly sworn, deposes and says: That she is the Principal Clerk of The Olympian, a daily newspaper printed and published at Olympia, Thurston County, State of Washington, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of six months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The Olympian in accordance with RCW 65.16.020 and RCW 63.16.040, as amended, for:

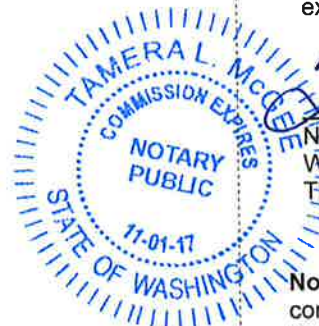
1 Insertions

Beginning issue of: 11/01/2014

Ending issue of: 11/01/2014

Terry Nelson
(Principal Clerk)

Subscribed and sworn on this 3rd day of November in the year of 2014 before me, a Notary Public, personally appeared before me, Terry Nelson known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.



Tamera L. McGee
Notary Public in and for the state of Washington, residing at Olympia, Thurston County, Washington

Note: The above affidavit and fee is in compliance with RCW 63.16.030 and Sec. 3 Chapter 34, Laws of 1977

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FRANKLIN, TN 37067

Account Number: 600083660
Order Number: 0003780861
Order Identifier: Norfolk Public Schools,

T Dollard / B Goodwin / L Kolach / R Bernard/ I Taber of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

11-03-2014

Dollard

Sworn to before me, this Tuesday, November 04, 2014

JODI M BURICK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BU4898040
Qualified In Albany County
My Commission Expires 10-19-2017

Jodi M Burick

Notary Public
Albany County

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Marc Caplan**, being first duly sworn, depose and say that I am a **Public Notice Manager** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Educational Furniture (RFP No. 15006FL)
Norfolk Public Schools, Va; Bid Location Norfolk, VA, Norfolk City County; Due 12/09/2014 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:


10/31/2014

State of Oregon
County of Multnomah

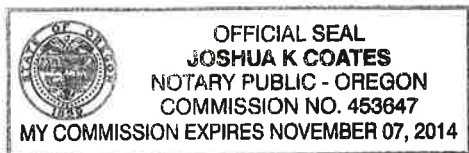
SIGNED OR ATTESTED BEFORE ME
ON THE **31st** DAY OF **October**, 2014



Marc Caplan



Notary Public-State of Oregon



NORFOLK PUBLIC SCHOOLS, VA
EDUCATIONAL FURNITURE (RFP NO.15006FL)
Proposals due 2:00 pm, Dec. 9
REQUEST FOR PROPOSALS
Norfolk Public Schools, VA is requesting proposals from qualified and experienced firms to provide EDUCATIONAL FURNITURE (RFP No.15006FL). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Purchasing at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.nps.k12.va.us/purchases
PRE-PROPOSAL CONFERENCE: Friday, November 14, 2014 at 10:00 a.m. local time, Norfolk, VA.
PROPOSAL DUE DATE: TUESDAY, DECEMBER 9, 2014 at 2:00 P.M. LOCAL TIME. Contact Fred Ledbetter, fledbetter@nps.k12.va.us
Published Oct. 31, 2014. 10631914

Nicole Bianchi
National Intergovernmental Purchasing Alliance
725 Cool Springs Blvd Ste 100
Franklin, TN 37067-2703

Order No.: 10631914
Client Reference No:

4770 S. 5600 W.
 P.O. BOX 704005
 WEST VALLEY CITY, UTAH 84170
 FED.TAX I.D.# 87-0217663
 801-204-6910

The Salt Lake Tribune
 WWW.SLTTRIB.COM

MEDIA One
 OF UTAH
 A NEWSPAPER AGENCY COMPANY
 WWW.MEDIAONEUTAH.COM

Deseret News
 WWW.DESERETNEWS.COM

PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER	DATE
NATIONAL IPA, ACCOUNTS PAYABLE 725 COOL SPRINGS BLVD STE 100 FRANKLIN TN 37067	9001498002	10/31/2014

ACCOUNT NAME	
NATIONAL IPA,	
TELEPHONE	ADORDER# / INVOICE NUMBER
6157861123	0000992326 /
SCHEDULE	
Start 10/31/2014	End 10/31/2014
CUST. REF. NO.	
Norfolk Educ Furniture	
CAPTION	
REQUEST FOR PROPOSALS Norfolk Public Schools, VA is requesting proposals from qualifie	
SIZE	
28 Lines	1.00 COLUMN
TIMES	RATE
2	
MISC. CHARGES	AD CHARGES
TOTAL COST	
49.24	

REQUEST FOR PROPOSALS
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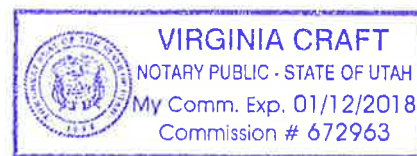
AFFIDAVIT OF PUBLICATION

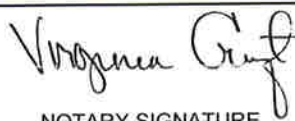
AS NEWSPAPER AGENCY COMPANY, LLC dba MEDIAONE OF UTAH LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Norfolk Public Schools, VA is requesting proposals from qualified and experienced firms to provide EDUCATIONAL FURNITURE (RFP No.15006FL)** FOR **NATIONAL IPA**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba MEDIAONE OF UTAH, AGENT FOR THE SALT LAKE TRIBUNE AND DESERET NEWS, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINATELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 10/31/2014 End 10/31/2014

SIGNATURE 

DATE 10/31/2014




 NOTARY SIGNATURE

THIS IS NOT A STATEMENT BUT A "PROOF OF PUBLICATION"
PLEASE PAY FROM BILLING STATEMENT

THE STATE MEDIA CO., INC.
Columbia, South Carolina
publisher of
The State

RFP
Norfolk Public Schools, VA is requesting proposals from qualified and experienced firms to provide EDUCATIONAL FURNITURE (RFP No.15006FL). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Purchasing at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.nps.k12.va.us/purchases.

PRE-PROPOSAL CONFERENCE:
Friday, November 14, 2014 at 10:00 a.m. local time, Norfolk, VA.

PROPOSAL DUE DATE:
TUESDAY, DECEMBER 9, 2014 at 2:00 P.M. LOCAL TIME. Contact Fred Ledbetter, fredbetter@nps.k12.va.us 1383808

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Lauren Libet, Advertising Sales Director, of THE STATE, and makes oath that the advertisement,

RFP Norfolk Public Schools, VA is requesting proposals from qualified and experienced firms to provide EDUCATIONAL FURNITURE (RFP No.15006FL). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Purchasing at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.nps.k12.va.us/purchases.

1383808

was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

November 4, 2014



Lauren Libet, Advertising Sales Director

Subscribed and sworn to before me, Karen L. Book,

on this day, November 11, 2014



Notary Public

My commission expires
September 25, 2016.

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

AFFIDAVIT OF PUBLICATION

State of Hawaii)
) SS:
County of Hawaii)

LEILANI K. R. HIGAKI

, being first

duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of
HAWAII TRIBUNE-HERALD, a
newspaper published in the City of HILO,
State of Hawaii.

2. That the "Norfolk Public Schools, VA is requesting proposals
...(RFP. No.15006FL)...etc.

of which a clipping from the newspaper as published is attached hereto, was pub-
lished in said newspaper on the following date(s) _____

November 1, 2014, (etc.).
355960

Leilani KR Higaki

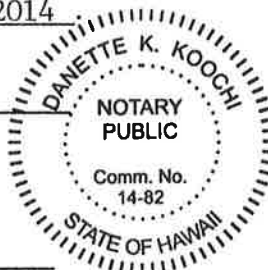
Subscribed and sworn to before me

this 12th day of November, 2014

Danette K Koochi

DANETTE K. KOOCHI
Notary Public, Third Circuit, State of Hawaii

My commission expires March 23, 2018



Norfolk Public Schools, VA is requesting proposals from qualified and experienced firms to provide EDUCATIONAL FURNITURE (RFP No.15006FL). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Purchasing at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.nps.k12.va.us/purchases.
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PROPOSAL DUE DATE: TUESDAY, DECEMBER 9, 2014 at 2:00 P.M. LOCAL TIME.
Contact Fred Ledbetter, fledbetter@nps.k12.va.us. (355960 Hawaii Tribune-Herald: November 1, 2014)