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**A. Proposal Cover Sheet**

Norfolk Public Schools hereby seeks sealed proposals for Educational Furniture (K12/Higher Ed). **Sealed proposals will be received until 2:00 PM Norfolk, Virginia local time on November 4, 2009.** See Sections G&H regarding Proposal Instructions. Late proposals will not be opened. **A non-mandatory pre-proposal conference will be held at 10:00 AM local on October 21, 2009** at Norfolk Public Schools Admin Building, 800 E. City Hall Avenue, Room 1202 in the School Board Room (See Special Provisions, Section J).

*For information please contact:*  
**Name Daniel G. Froehlich, CPPB, VCO**  
**Buyer Manager**  
**Telephone (757) 628-3882**  
**Fax (757) 628-3871**  
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**Web Site [www.nps.k12.va.us/purchases](http://www.nps.k12.va.us/purchases)**

*Deliver proposals to:*  
**Norfolk Public Schools**  
**Department of Purchases & Supply**  
**800 E. City Hall Ave, Room 1205**  
**Norfolk, VA**  
**23510-2723**

**This section must be fully completed by offeror**

<b>Company Name</b>	<b><u>Amendments Acknowledged</u></b>
<b>Street Address</b>	Number ____ Dated ____
<b>City, State, Zip</b>	Number ____ Dated ____
<b>Area Code Telephone Number</b>	Number ____ Dated ____
Proposal is valid for <b>90 days</b> unless a longer period is indicated here ____ days	
<b>Vendor FEI#</b>	<b>Dun &amp; Bradstreet#</b>
<b>Name and Title of Authorized Signatory</b>	
<b>Signature</b>	<b>Date</b>

The signatory hereby certifies that he/she is authorized to sign on behalf of the offeror and that he/she has carefully examined all conditions of proposal and requirements attached hereto and made a part hereof and hereby submits this proposal pursuant to such instructions and requirements.

## **B. STATEMENT OF WORK**

1. **Background:** 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 (Exhibits A-F).

NPS, as the Principal Procurement Agency (or “PPA”), has partnered with National Intergovernmental Purchasing Alliance Company (herein “National IPA”) to make the resultant contract from this solicitation available to Participating Public Agencies in the United States. National IPA provides marketing and administrative support for the awarded supplier(s) that directly promotes the successful supplier’s products and services to Participating Agencies through multiple channels, each designed to promote specific products and services to public agencies on a national basis. As such, the successful supplier must be able to fulfill the obligations of this request for proposal nationally. The Supplier will execute the National IPA Administration Agreement (Exhibit B) and Supplier Commitment (Exhibit B) upon award. Supplier should thoroughly review all documents and note any exceptions to National IPA terms and conditions in their proposal response. If no exceptions are noted then it will be concluded that the Supplier agrees with all National IPA requirements, terms, and conditions. Contractors are required to pay an administrative fee based on a 2% of actual sales under the Contract.

Exact quantities of furniture are not known at this time however, discount structures/prices need to be established so that orders can be placed as soon as requests are received from the schools/departments. Pricing for the overall program will represent a discount off manufacturer’s price list which must be identified in the offeror’s response. All furniture will be ordered on an as-needed basis. **The annual purchases among all Participating Public Agencies, including the NPS, are estimated to be 25 million.**

## **2. SCOPE/CATEGORIES OF PRODUCTS AND/OR SERVICES**

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

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

Category X: **Residence Hall Furniture**-complete catalog selection of residential hall furniture

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

Category XII: **Seating-office, lounge, conference room**

Category XIII: **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 7) 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.

#### **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 #7: CHAIR-Teacher**

Upholstered back and seat, pneumatic seat height adjustment, back height adjustment, seat depth adjustment, 360 degree swivel, 5 star black bases with dual wheel hooded casters. Chair must have the ability to be ordered with or without arms. Grade III fabric Hon #5901 or approved equal

#### **ITEM #8 - 11: DESK-Student, Open front**

Desk top: High Pressure plastic laminate bonded to 9/16" resincore with paper backer sheet. Clear coated edges. 18"d x 24"w writing surface mounted to metal book box with #10 sheet metal screws.

Frame: two "U" shaped continuous tube upper legs are 18 gauge, 1-1/8" diameter, carbon steel tubes mig welded to two 16 gauge, cross braces to form an upper leg assembly which is spot welded to underside of book box and painted with black enamel. Each upper leg accepts leg inserts for 24-29" height adjustability. The leg inserts are 18 gauge, 1" diameter carbon steel tubing swaged to 5/8" diameter. The die punched holes in the upper leg and five tapped holes in the insert receive 5/16" – 18-1/2" self-locking machine screws.

Book Box: One piece 22-gauge steel die formed with curled edges, embossed pencil tray,

embossing strips along bottom and back for added strength, 4”h x 22”w x 14-¾”d/sloping to 5”h in rear, attached to frame by mig welding.

Glides: 1-¼” diameter platform style, raised radius inner dome to insure glide alignment. Glide to be rubber cushioned, 1-¼” diameter, self leveling, fully nickel plated. The attachment will incorporate an inside gripper ring to positively secure the glide to the inside of the leg. Glide to be nylon, steel or non-skid composite material. FERRULE OR COLLAR ON GLIDE IS UNACCEPTABLE.

ARTCO BELL #9B00 w/ “U” braces or approved equal  
Specify available colors

ITEM #12: DESK: Teacher

Double pedestal desk, 30”d x 60”w, metal frame, laminate top, box/file drawers down both sides, with a center drawer, lockable.  
Artco Bell #D500 or approved equal

ITEM #13: 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 ½” 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 ¾”, 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 1-¼” 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 1-¼” 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 ¾” 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 ¾” 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 ¾" 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 9-¼" 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 ¾" 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 1-¼" 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, 1-¼" 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.

Artco Bell #1200 series or approved equal

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 1-¼", 16-gauge square steel tubing, 1-½", 16 gauge square steel tubing, 1" x 1-½", 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 1-½", 16-gauge square steel tubing and 1-¼", 16-gauge square steel tubing. Lower frame assembly is butt-welded. Adjustable legs are of telescopic type with 1-½", 16-gauge square steel tubing to receive 1-¼", 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. 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 #66-298 LIBRARY SHELVING

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 are 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 7 – 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 Proposal #10016DF 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.

**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 XII. For Category XIII 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 XII for evaluation purposes only. The Educational Pricing Workbook (Attachment 7 – Excel file) shall be utilized to submit all pricing and will be submitted electronically on the requested CD copy of the proposal.

**C. 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.

**D. ORDERING**

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

**E. DELIVERIES, PERFORMANCE, INSPECTION, AND ACCEPTANCE**

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

## **F. EVALUATION FACTORS FOR AWARD**

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

## **G. PROPOSAL INSTRUCTIONS**

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and six (6) copies and one (1) electronic copy of each proposal must be submitted to the Norfolk Public Schools. No other distribution of the proposal shall be made by the offeror.
2. 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.

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.

A special mailing template has been supplied with this solicitation (Attachment # 9). 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 designated address by the specified date and time as shown on the solicitation.

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.

3. 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.
4. **Proposals should be organized in the order in which the requirements are presented in Section 8, 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.
5. Each copy of the proposal should be bound or contained in a single volume.

6. 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 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.
7. 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.
8. 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.

**H. SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that NPS may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items, in the order specified, as a complete proposal:

1. **Cover letter**  
Provide executive summary of proposal.
2. **Experience, resources and qualifications of the Company and key personnel**
  - a. Company Information:
    - 1) Indicate status as an authorized distributor or manufacturer
    - 2) Highlight experience and strong national presence in the educational furniture industry, including history and description of company, annual sales for the last 3 calendar years,
    - 3) 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, as applicable
    - 4) Describe geographic sales presence and support
    - 5) Describe capability to meet the minimum requirements of the national cooperative purchasing program through National IPA detailed herein.
    - 6) 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.
3. **Support methodology and approach**
  - a. Describe how your company proposes to distribute the products/services to NPS and nationwide to Participating Public Agencies
  - b. Identify all other companies that will be involved in processing, handling, or shipping of the products/services to the end user
4. **National Program Response**
  - a. Describe how your company will meet the requirements of Exhibits A-F

**5. Past prior performance**

- a. List major education customers in the last 3 years
- b. List at least five (5) major education clients, client contact information, and description of products/services provided

**6. Pricing**

- a. Provide price proposal on the Educational Pricing Book, Attachment 7.
- b. Furniture prices shall be FOB destination.
- c. Maximum shipping times must be provided per line item.
- d. State any return and restocking policy, and any fees, if applicable, associated with returns.
- e. State warranty provisions (see Special Provisions, Section J, Warranty)

**I. GENERAL PROVISIONS**

**ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.

**ANTI-DISCRIMINATION**

By submitting their proposals, offerors 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 NPS. (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.

**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.

**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). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**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.

**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.

**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 NPS 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 NPS'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 NPS with all vouchers and records of expenses incurred and savings realized. NPS 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 NPS within thirty (30) days from the date of receipt of the written order from NPS. 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 NPS 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 NPS or with the performance of the contract generally.

**CLARIFICATION OF TERMS**

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective 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.

**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.

**DEBARMENT STATUS**

By submitting their proposals, applicant firms 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, 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 offering on contracts for the type of goods and/or services covered by this solicitation.

By submitting their proposals, applicant firms certify they have never been 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, offerors further certify that no principal, officer, or director of the applicant firm has ever been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from offering on contracts for the type of goods and/or services covered by this solicitation.

**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 NPS may have.

**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.

**ETHICS IN PUBLIC CONTRACTING**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their 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.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**INSURANCE**

By signing and submitting a proposal under this solicitation, the 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 offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage's 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:**

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.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**INDEMNIFICATION**

Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer and National IPA, and their officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.

**NONDISCRIMINATION OF CONTRACTORS**

NORFOLK PUBLIC SCHOOLS  
**Commodity – Furniture-Educational  
(K12/Higher Ed)**

**RFP # 10016DF**  
Issue Date: October 8, 2009  
**Close Date: Nov 4, 2009 -2 PM**

An 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 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, NPS 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.

**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 order, that is 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

NORFOLK PUBLIC SCHOOLS  
**Commodity – Furniture-Educational  
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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. NPS reserves the right to purchase goods and services using the NPS Purchasing Card.

**PRECEDENCE OF TERMS**

The following General Provisions, 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, and Payment shall apply in all instances. In the event there is a conflict between any of the other General Provisions (Terms & Conditions) and any Special Provisions (Terms and Conditions) in this solicitation, the Special Provisions shall apply.

**QUALIFICATIONS OF OFFERORS**

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

**TAXES**

Sales to Norfolk Public Schools are normally exempt from State sales tax. State sales and use tax certificates of exemption, Virginia Department of Taxation 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.

**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.

**TRANSPORTATION AND PACKAGING**

By submitting their proposals, all 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.

**USE OF BRAND NAMES**

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict 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 equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The 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. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

**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 Internet at

<http://ww2.nps.k12.va.us/education/components/scrapbook/default.php?sectiondetailid=82085>  
under "Vendor Manual."

## **J. SPECIAL PROVISIONS**

### **ADDITIONAL USERS**

See National Contract Requirement in Section B, Statement of Work.

### **ADVERTISING**

In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Norfolk Public Schools will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the NPS has purchased or uses its products or services.

### **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. NPS, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

### **AWARD**

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, the Norfolk Public Schools 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.

### **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, and except for clarifications on the BAFO, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be re-scored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

### **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.

### **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.

### **DELIVERY NOTIFICATION**

NORFOLK PUBLIC SCHOOLS  
**Commodity – Furniture-Educational  
(K12/Higher Ed)**

**RFP # 10016DF**  
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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.

**EXTRA CHARGES NOT ALLOWED**

The proposal 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.

**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.

**INSPECTION OF JOB SITE**

Acceptance of any order requiring installation, under a resultant contract, constitutes certification that the contractor has inspected the job site and is aware of the conditions under which the installation work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Norfolk Public Schools.

**INSTALLATION**

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

**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.

**NON-MANDATORY PREPROPOSAL CONFERENCE**

A pre-proposal conference will be held at 10:00 AM on October 21, 2009 at Norfolk Public Schools Administrative Building, 800 East City Hall Avenue, Room 1202 (School Board Room), Norfolk, VA 23510. 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 proposal, offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**QUANTITIES**

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

**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.

**WARRANTY**

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of \_\_\_\_\_ (**vendor specify**) 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.

**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 categories, 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 NPS determines that the estimated price is not fair and reasonable, NPS has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, NPS 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. Contractor personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

**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.

**K. LIST OF ATTACHMENTS**

1. National IPA Request for Proposal Requirements – Exhibit A
2. National IPA Administration Agreement – Exhibit B
3. National IPA Supplier Commitments and Process – Exhibit C
4. National IPA Master Intergovernmental Cooperative Purchasing Agreement - Exhibit D
5. National IPA (Oregon agencies)– Exhibit E
6. National IPA Contract Sales Reporting Template – Exhibit F
7. Educational Pricing Book (Excel File)
8. Anti-Collusion Statement
9. Proposal Envelope Template

**EXHIBIT A**  
**National IPA Request for Proposal**

**1.0 SCOPE**

**1.1 Requirement**

The Norfolk Public Schools (NPS) (Principal Procurement Agency), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (National IPA), is requesting proposals for Educational Furniture and Related Support Services. The awarded supplier will then enter into a Master Agreement for Educational Furniture and Related Support Services, which will be available and marketed by National IPA to public agencies nationwide. This Request for Proposal is subject to Principal Procurement Agency's General Terms and Conditions, Instructions to Bidders, Special Provisions and Pricing Schedules included in Educational Furniture and Related Support Services Solicitation number #10016DF. All respondents will be strictly held to these statutes and rules and they are considered incorporated herein solely as if attached hereto.

The Principal Procurement Agency is acting as a contracting agency for any other public agency that elects to utilize the resulting Master Agreement through participation in National IPA. All transactions, purchase orders, etc. will occur directly between the Supplier and each public agency (Principal Procurement Agency and Participating Public Agencies) individually, and none of National IPA, Principal Procurement Agency nor any Participating Public Agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying companies based on National IPA's requirements to market the resulting Master Agreement nationally to Participating Public Agencies. These requirements are incorporated into and are considered an integral part of the Norfolk Public Schools RFP 10016DF for Educational Furniture and Related Support Services. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing companies on a national level in order to serve Participating Public Agencies through National IPA.

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

**1.2 General Definitions of Products**

The categories of products, etc. have been defined by the NPS Educational Furniture and Related Support Services RFP10016DF, and the 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.

**1.3 Objectives**

This Exhibit A to the NPS Educational Furniture and Related Support Services RFP 10016DF is intended to achieve the following objectives;

- A. Provide a comprehensive competitively solicited national agreement offering for Educational Furniture and Related Support Services 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 suppliers and public agencies through a single bid process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of public agencies to achieve cost effective pricing.

**1.4 Estimated Volume**

The dollar volume of Educational Furniture and Related Support Services purchased under the Master Agreement is estimated to be \$25 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 public agencies that intend 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.

**1.5 Award Basis**

The basis of any resulting award 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.

**1.6 Marketing and Administrative Support**

National IPA provides marketing and administrative support for 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.

The National IPA marketing teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Marketing collateral (print, email, presentations)
- Website support
- Trade shows/conferences/meetings
- Advertising

The National IPA Sales teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies and new Participating Agencies through:

- Individual sales calls
- Joint sales calls
- Communications/customer service
- Training sessions for Participating Public Agency teams
- Training sessions for supplier teams

The National IPA Contracting teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Serving as the subject matter expert for questions regarding joint powers authority and state statues and regulations for cooperative purchasing
- Training sessions for Participating Public Agency teams
- Training sessions for supplier teams

- Quarterly business reviews to monitor program success
- General contract administration

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

**1.7 Supplier Commitment**

Qualifying Suppliers for Educational Furniture and Related Support Services solicitation, and the resulting opportunity to establish a Master Agreement that would be available to Participating Public Agencies, must make certain commitments to both the Principal Procurement Agency and National IPA. These commitments are designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**1.8 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorization of the Supplier, (2) the Master Agreement is Supplier's primary "go to market" strategy for public agencies, and (3) the Master Agreement will be promoted to all public agencies, including any existing customers, and transitioning those customers, upon their request, to the Master Agreement. Supplier will identify an executive corporate sponsor within the RFP response who will be responsible for the overall management of the awarded Master Agreement.

**1.9 Pricing Commitment**

Supplier commits that the Master Agreement pricing is the 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 contract, that the Supplier will match such lower pricing under the Master Agreement.

**1.10 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. Further, Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement.

**2.0 SUPPLIER QUALIFICATIONS**

In addition to the Supplier commitments above, 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. Companies will not be eligible to be awarded a Master Agreement with the NPS/National IPA for Educational Furniture and Related Support Services, if the qualifications are not met to the satisfaction of the Principal Procurement Agency.

**2.1 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.

**2.2 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 any fees, if applicable associated with returns.

**2.3 Marketing**

- A. Provide a detailed ninety-day plan 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 describing the strategy to market the Master Agreement to current Participating Public Agencies, 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
    - i. 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.
  - e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
- C. Describe how the Master Agreement will be marketed to your existing public agency customers, and how your company will transition any such accounts to the Master Agreement available nationally through National IPA.
- D. Please 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. Please provide contact information for the person(s), who will be responsible for:
  - a. Marketing
  - b. Sales
  - c. Sales Support
  - d. Financial Reporting
  - e. Contracts
- F. Please 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.
- G. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

- H. 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 participant account set-up, etc.

**2.4 Sales**

- A. Explain how your company will market and transition the Master Agreement into the **primary go to market strategy** to public agencies.
- B. 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.
- C. Explain how your company plans to market the Master Agreement to existing public agency customers and transition these customers to the Master Agreement. Please provide the Contract Sales 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.

- D. 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 agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for product or services covered under the Master Agreement.
- Respond with National IPA pricing (sale reported to National IPA).
  - If necessary, respond with lower than National IPA pricing since this is permitted under the Master Agreement (sale reported to National IPA).
  - Respond with pricing higher than National IPA only in the unlikely event that the agency refuses to utilize a National IPA agreement.
  - If alternative permitted, respond with pricing higher than National IPA, and include National IPA Master Agreement as the alternate.
- Please detail your strategies under these options when responding to a solicitation.

**EXHIBIT B**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION 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”), 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, that register with National IPA or otherwise execute a Participating Public Agency Certificate (hereinafter referred to as a "public agency" and any public agency which purchases Product pursuant to the terms of the Master Agreement is hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, National IPA serves as the contract administrator for Principal Procurement Agency and other public agencies with regard to other Master Agreements offered through National IPA;

**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 on a national basis 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, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. 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.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA under this Agreement including, but not limited to, the Supplier’s obligation to provide appropriate insurance and to indemnify National IPA as set forth in the Master Agreement.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby agrees that National IPA shall act in the capacity of 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 such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order 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; 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 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' verified employees. Supplier has reviewed, understands and agrees to the Supplier Commitments and Process attached hereto as Exhibit B and incorporated herein by reference. Supplier's failure to maintain the Supplier Commitments and Process 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 or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit C. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org).

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 assist 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 and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

#### **QUARTERLY FEES & MONTHLY REPORTING**

10. Supplier shall pay National IPA an administrative fee in the amount of 2% of the total purchase price paid to Suppliers, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services 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 a format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the reporting format appears at Exhibit D. Administrative fees shall be paid with respect to all Contract Sales pursuant to the Master Agreement

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Failure to provide a monthly report and/or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under 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 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.

13. National IPA or its designee may, at National IPA's sole discretion, compare public agency records with monthly reports submitted by Supplier. If there is a discrepancy, 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. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

#### **GENERAL PROVISIONS**

14. 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.

15. 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.

16. 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.

17. 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.

NORFOLK PUBLIC SCHOOLS  
**Commodity – Furniture-Educational  
(K12/Higher Ed)**

**RFP # 10016DF**  
Issue Date: October 8, 2009  
**Close Date: Nov 4, 2009 -2 PM**

A. National Intergovernmental Purchasing Alliance Company

National IPA  
Attn: President  
1600 Westgate Circle  
Suite 275  
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

18. 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.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C

### NATIONAL IPA SUPPLIER COMMITMENTS AND PROCESS

The following is intended to assist the supplier in successfully implementing the Master Agreement:

**National IPA Administration Agreement** - The supplier is required to execute the National IPA Administration Agreement (“Agreement”) concurrent with the execution of the Master Agreement.

**National Account Management Team** - The supplier shall provide a National Account manager with the authority and responsibility for the overall success of the Master Agreement contract within the supplier’s organization.

**State and Local Agency Access** - Establish the following communication links to facilitate customer access and communication:

- A dedicated National IPA internet web-based homepage with:
  - National IPA standard logo;
  - Copy of original Request for Proposal or Invitation to Bid;
  - Copy of contract and amendments between lead Principal Procurement Agency and supplier;
  - Summary of products and pricing;
  - Electronic link to National IPA’s online registration page;
- A dedicated toll free number for National IPA

**Electronic Registration** - The supplier is responsible for ensuring that each Participating Public Agency has completed National IPA’s online registration process prior to processing the Participating Public Agency’s first sales order.

**Sales Report** - The supplier is responsible for reporting all Participating Public Agency Contract Sales on a monthly basis and Cumulative Contract Sales through the end of such month by the 10<sup>th</sup> day of the following month in the provided format attached as Exhibit F to the National IPA Administration Agreement.

**Administrative Fees** - The supplier is responsible for paying to National IPA an administrative fee on all Participating Public Agency Contract Sales within 30 days of the end of each calendar quarter as set out in Section 10 and in accordance with the remaining provisions of the National IPA Administration Agreement.

**National IPA Awareness** - National IPA is responsible for marketing the overall National IPA concept and program to Participating Public Agencies. National IPA marketing is intended to supplement and enhance the direct sales effort of the supplier. National IPA employs a national account management team, a web based registration and lead referral system, direct mail, the Internet and newsletters and other publications to increase National IPA awareness.

**Supplier Sales** - 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:

- Contract was competitively solicited by a Principal Procurement Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

**Sales Force Training** - Supplier is responsible for the training of its national sales force on the National IPA contract. At a minimum, sales training should include:

- Key features of National IPA contract
- Working knowledge of the Solicitation Process

NORFOLK PUBLIC SCHOOLS  
**Commodity – Furniture-Educational**  
**(K12/Higher Ed)**

**RFP # 10016DF**  
Issue Date: October 8, 2009  
**Close Date: Nov 4, 2009 -2 PM**

- Awareness of the range of public agencies that can access National IPA

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**EXHIBIT D**

**NATIONAL IPA  
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive bidding and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

**WHEREAS**, Master 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 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 subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable 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 a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. 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 Supplier are to be resolved in accord 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.

EXAMPLE

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of INSERT NAME OF PPA HERE (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed 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”).

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.

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

\_\_\_\_\_  
Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Date

EXAMPLE

**EXHIBIT E**

**NATIONAL IPA (Oregon Agencies)**

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the Norfolk Public Schools Master Agreement for Educational Furniture and Related Support Services made pursuant to this solicitation and are hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statute:

**Cities. Towns. Villages and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE  
CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION

**Counties including but not limited to:**

ASSOCIATION OF OREGON COUNTIES  
BENTON COUNTY  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON

NORFOLK PUBLIC SCHOOLS  
**Commodity – Furniture-Educational  
(K12/Higher Ed)**

**RFP # 10016DF**  
Issue Date: October 8, 2009  
**Close Date: Nov 4, 2009 -2 PM**

COOS COUNTY HIGHWAY DEPARTMENT  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
DOUGLAS COUNTY  
GILLIAM COUNTY  
GILLIAM COUNTY OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
LINN COUNTY  
MARION COUNTY, SALEM, OREGON  
MORROW COUNTY  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES  
MULTNOMAH LAW LIBRARY  
NAMI LANE COUNTY  
POLK COUNTY  
SHERMAN COUNTY  
UMATILLA COUNTY, OREGON  
UNION COUNTY  
WALLOW A COUNTY  
WASCO COUNTY  
WASHINGTON COUNTY  
YAMHILL COUNTY

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
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  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT NO.  
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  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT

**NORFOLK PUBLIC SCHOOLS**  
**Commodity – Furniture-Educational**  
**(K12/Higher Ed)**

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JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
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  
MULTISENSORY LEARNING ACADEMY  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
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 CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CTY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
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  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32





**ATTACHMENT 9 - Envelope Identification Template**

**IDENTIFICATION OF 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 follows:

OFFEROR'S NAME \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RFP# : 10016DF  
RFP NAME: Furniture - Educational  
CLOSES: \_\_\_\_\_

**SENIOR DIRECTOR  
OF PURCHASES & SUPPLY  
NORFOLK PUBLIC SCHOOLS  
800 EAST CITY HALL AVE.,  
ROOM 1205  
NORFOLK, VIRGINIA 23510-2723**