

**NORTH EAST INDEPENDENT SCHOOL DISTRICT
8961 TESORO DRIVE
SAN ANTONIO, TEXAS 78217**

RFPs will be received by the Board of Trustees of the North East Independent School District for **CLASSROOM FURNITURE FOR CIBOLO GREEN (formerly Bulverde Green) AND TUSCANY HEIGHTS ELEMENTARY SCHOOLS** per proposal specifications and conditions.

Proposals will be received in the Office of the Senior Director of Procurement and eCommerce until **Tuesday, November 17, 2009 at 2:00 p.m.** Proposals received after the specified time will not be considered. All interested parties are invited to be present for the RFP receipt in the office of the Senior Director of Procurement and eCommerce, **NORTH EAST EDUCATION CENTER, 8961 TESORO DRIVE, SUITE 317, SAN ANTONIO, TX 78217.**

The Board of Trustees of the North East Independent School District or its designee reserves the right to reject any and/or all proposals, to make awards as they may appear to be advantageous to the District and to waive all formalities and irregularities in bidding.

North East Independent School District participates in interlocal agreements with Judson ISD and Northside ISD. Awarded vendors agree to extend proposal pricing to Judson ISD and Northside ISD. North East ISD does not guarantee the use of this proposal, use will be at the discretion of Judson and Northside ISD's. Any contract resulting from this agreement is strictly between the individual districts and the proposer.

Please mail or deliver to:

David Bohannon, Senior Director of Procurement & eCommerce
North East Independent School District
8961 Tesoro Drive, Suite 317
San Antonio, Texas 78217

NEISD DOES NOT ACCEPT ELECTRONIC SUBMISSIONS OR FAX BIDS.

Please fill in the RFP Invitation Number and the RFP Opening Date of this invitation on the attached adhesive label and use it for a mailing label.

NOTE: This is a request for proposal, IT IS NOT AN ORDER.

RFP # 39-10

NOTE: FAILURE TO RESPOND TO THIS RFP WILL REMOVE YOUR NAME FROM OUR BID LIST FOR THIS PARTICULAR ITEM. IF YOU CANNOT BID ON THIS ITEM AT THIS TIME AND WOULD LIKE TO REMAIN ON THE BID LIST, PLEASE SUBMIT A "NO BID" ON THE RFP FORM AND RETURN IT TO US.

**NORTH EAST INDEPENDENT SCHOOL DISTRICT
8961 TESORO DRIVE
SAN ANTONIO, TEXAS 78217**

RFP # 39-10 – CLASSROOM FURNITURE FOR CIBOLO GREEN (LEED CERTIFIED SCHOOL) AND TUSCANY HEIGHTS ELEMENTARY SCHOOLS

The North East Independent School District is requesting sealed proposals for **CLASSROOM FURNITURE FOR CIBOLO GREEN AND TUSCANY HEIGHTS ELEMENTARY SCHOOLS**. The estimated value of this proposal is \$400,000-\$500,000. **Cibolo Green will be a LEED certified school, and all purchases must meet the green criteria listed.** Tuscany Heights will not be LEED certified, but the District plans to purchase classroom furniture at this site that meets the green criteria listed. **However, NEISD does not guarantee any purchase quantities or dollar amounts. Actual purchases could be more or less than the estimated amounts or none. Purchases are based on the availability of 2007 bond funds.**

1. This RFP may be awarded to one or multiple companies, whichever is in the best interest of North East ISD. However, even if the RFP is awarded to multiple vendors, in order to maintain the uniformity, quality and consistency of the furniture and facilitate the delivery and installation schedule, each project could be awarded to one or multiple vendors. The District reserves the right to group any or all items for matching purposes and purchase these items from one vendor. **IF ITEM(S) PROPOSED BY VENDOR DO NOT MEET THE LEED CRITERIA, THEN THE ITEM(S) WILL NOT BE CONSIDERED.**
2. **There are three sections to this proposal. Section I** line item pricing for specific items meeting criteria for green purchases. **This section contains information regarding LEED School and Green Purchasing requirements.** **Section II** is for catalog pricing for items not specifically listed in this proposal. **Completion of Section II – Catalog Pricing (even if not bidding on Section I)** will ensure proposer is approved to solicit quotes from for purchase of any miscellaneous items not specifically listed in the proposal. **Section III** is general information.
3. **Complete literature showing specifications of equipment being proposed MUST be included with the proposal if bidding other than specified. Literature must be marked with item number to which it pertains. Failure to submit literature marked with item number will result in that item not being considered.** Do not submit literature for items not listed in proposal.
4. **Current color charts are to be submitted with proposal.** Colors to be used will be specified on purchase order.
5. Proposers may be asked to submit a sample of the furniture being proposed. If samples are not available within seven (7) calendar days after receipt of notification, the company will not be considered on that item. **Sample will be shipped to the District and returned to the vendor at NO COST to the District.**
6. In order to establish the grade, standard and style of equipment desired, a brand name and catalog number is given. All proposals must be based on comparable equipment if they are to be considered. Proposers should indicate the manufacturer's name and catalog number in their proposal. It is understood that the items offered at the time of proposal are to be equal to those specified. Substitution or major alteration must be indicated on the proposal sheet at the time of proposal submission. Only one proposal is to be submitted for each item. **However, even though a brand name is used to describe features and the expected quality of the product, North East ISD will consider all products meeting**

specifications. North East ISD will be the sole determiner of whether or not an alternative product is an equal to the stated specifications. Quantities stated herein are believed to be true and correct, but NEISD reserves the right to alter or vary quantities within 20% and/or to delete any item.

7. Upon approval by the Board of Trustees, if required, contracts for purchase will be put into effect by means of purchase orders issued by the Senior Director of Procurement and eCommerce. Payment terms will be net thirty (30) days after acceptance of delivery or signed receipt or correct invoice, whichever comes later.
8. NEISD reserves the right to reject any or all Proposals.
9. NEISD reserves the right to waive any irregularities or formalities in the proposals received.
10. It is not the policy of the North East Independent School District to purchase on the basis of low proposals alone. Quality and suitability to purpose being controlling factors, it is understood that the purchaser reserves the right to arrive at such by whatever means may be determined. The following criteria shall be used to evaluate each proposal:
 - (1) Purchase price
 - (2) Reputation of vendor and of the vendor's goods or services
 - (3) Quality of vendor's goods or services
 - (4) Extent to which the goods or services meet the district's needs
 - (5) Vendor's past relationship with the district
 - (6) Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
 - (7) Total long-term cost to the district to acquire the vendor's goods and services
 - (8) Any other relevant factor specifically listed in the request for bids or proposals

Proposals will be evaluated based on the following point schedule:

CRITERIA	WEIGHT
Total Cost	35 points
Reputation	10 points
Quality	10 points
Meets District's Needs	10 points
Past Experience	10 points
HUB Factor	0 points
Total long-term cost to the district to acquire the vendor's goods and services	10 points
Other Factor – LEED/GREEN CERTIFICATIONS ENCLOSED AND LABELED BY ITEM NUMBER	15 points
Total Possible Points	100 points

11. NEISD reserves the right to award the proposal to one vendor, according to percentage discount price on the total dollar amount of the group for any and all items and purchase those items from one vendor, whatever is in the best interest of NEISD.
12. The successful proposer(s) will be responsible for delivering, unloading, moving to designated room areas and installing units to the satisfaction of North East ISD. **Any and all shipping, delivering, unloading, moving, installing or set up costs and disposal of**

all generated waste must be included in the proposal price. Furniture will not be delivered until the building areas are secure so the furniture will not be damaged by vandalism. Installation and set up must be performed by the manufacturer's authorized installer and must conform to the manufacturer's standard installation procedures.

In the case of construction delays, successful proposer(s) must provide storage of all ordered equipment on District property (designated by NEISD) (18 wheeler or other storage type units) or at a local warehouse until such time furniture can be unloaded, installed and setup. This storage will be at no additional charge to NEISD.

13. Since the timing of deliveries is such a critical issue, North East ISD will provide the successful proposer(s) with a delivery time schedule for each project. The successful proposer(s) must contact the Procurement & eCommerce Coordinator at 210.407.0407, a minimum of forty-eight (48) hours prior to delivery and installation.
14. **The successful proposer will be responsible for the proper cleanup and disposal of all generated waste. District waste dumpsters may not be used for disposal of any waste. Any fees associated with cleanup and disposal must be included in the proposal price.**
15. **The successful proposer and installers agree to the District RAPTOR (Sexual Predator) background check. Vendors will be required to obtain yellow District badges (at no cost) for all personnel that will be on District property during the installation. This check requires a valid identification card with name, picture, and date of birth. Examples of this for US citizens are a Texas drivers license or home state drivers license, military ID or home state identification card. Non-residents must present a valid passport, consulate card or drivers license from home country. The yellow badges must be worn at all times. If there is a "HIT" on anyone, that person will not be allowed on any District property.**

This procedure must be done prior to the installation occurring. The badge is good for one year from date of issue. Lost badges are replaced for a fee of \$5.00. REMEMBER – NO BADGE, NO ENTRANCE TO DISTRICT SITE.

If your company installers already have their yellow badge, then only new vendors and installers need to have the RAPTOR check. It will be the responsibility of the vendor to ensure their installers have the proper badge and that the badge is not expired. This MUST BE DONE PRIOR TO THE INSTALLATION. Failure to wear the badges or check for expired badges will result in the employee(s) being asked to leave the campus immediately and retrieve their badge. If the badge is lost or expired, then proceed to the Safety Department (10333 Broadway) for a new badge where the above procedure is repeated – NO EXCEPTIONS.

LEED SCHOOLS AND GREEN PURCHASING

LEED (Leadership in Energy and Environmental Design) for Schools provide an environment that is healthy and safe for children to learn. Not only does LEED certification involve construction (planning, acoustics, energy efficiency) and conservation of water, the scope encompasses furniture that meets green purchasing guidelines. The goal is to incorporate environmental and health issues in the procurement process for furniture. For additional information on LEED requirements, please visit www.usgbc.org. Furniture bid that does not meet this certification will not be considered for Cibolo Green Elementary School or Tuscany Heights Elementary School.

ALL FURNITURE MUST MEET ONE OF THE FOLLOWING AND DOCUMENTATION MUST BE SUBMITTED FOR ITEMS BEING BID BY VENDOR. FAILURE TO PROVIDE THIS DOCUMENTATION IN PROPOSAL FOR EACH ITEM WILL RESULT IN DISQUALIFICATION OF THAT ITEM:

- GREENGUARD Indoor Quality Certified® by the GREENGUARD Environmental Institute under the GREENGUARD for Children and SchoolsSM product certification program.
- Scientific Certification systems Indoor Advantage Gold
- Collaborative for High Performance Schools Low Emitting Materials List
- ETV Large Chamber Test Protocol for Measuring Emissions of VOC's (volatile organic compounds) and Aldehydes (Sept. 1999)) testing protocol conducted in an independent air quality testing laboratory
- ANSI/BIFMA M7.1-2007 and ANSI/BIFMA X7.1-2007 testing protocol conducted in an independent third-party air quality testing laboratory

The following information is requested but not required. However, the District will be tracking the information and may include it in the calculations for LEED certification. It is recommended documentation be submitted if the item(s) proposed by vendor meet any of the following criteria.

Provide written documentation of the percentage of post-consumer and pre-consumer recycled content:

- Post-consumer material is waste generated by households or by commercial, industrial and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.
- Pre-consumer material is material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind or scrap generated in a process and capable of being reclaimed within the same process that generated it.

Provide written documentation of Regional materials:

- Location where raw material was extracted, harvested or recovered
- Location where product was manufactured

- Regional materials must be extracted, harvested or recovered as well as manufactured within 500 miles of the project site in order to contribute to this credit.

Provide written documentation of percentage of rapidly renewable materials:

- Rapidly renewable materials are agricultural products (both fiber and animal) that take 10 years or less to grow or raise and can be harvested in an ongoing or sustainable fashion. Examples include: bamboo, wool, cotton, agrifiber, linoleum, wheatboard, strawboard and cork.

Provide written documentation of certified wood:

- Provide copies of vendor invoices for products that are FSC certified, including the vendor's Chain of Custody certification number provided by the Forest Stewardship Council.

PRICE STRUCTURE/DELIVERY

Section I – CLASSROOM FURNITURE FOR CIBOLO GREEN AND TUSCANY HEIGHTS ELEMENTARY SCHOOLS

Proposal prices must hold for a period of one year **after the date of board approval (if needed) or award.** Proposal prices must include delivery, complete assembly, set in place, installation of furniture in each classroom and disposal of all generated waste for Cibolo Green and Tuscany Heights within North East Independent School District. Standard installation may occur from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Estimated installation date:

Cibolo Green ES 24315 Cibolo Green San Antonio, TX 78261 – July/August 2010
Tuscany Heights ES 25001 Wilderness Oak San Antonio, TX 78260 – July/August 2010

NOTE: Since exact delivery times will not be established until a later date, the District is interested in alternatives available to the District by the vendor. All delivery and installation schedules will be coordinated through the Department of Procurement & eCommerce. **The delivery, setup, installation and disposal of waste must occur within a five (5) working day period. However, due to construction delays - vendor may be required to work days, evenings, weekends, holidays, etc. NEISD will not be responsible for any additional fees to pay overtime to vendor’s installers if evenings, weekends or holidays are required by vendor to install furniture.**

INSURANCE REQUIREMENTS

Proposers must carry and provide proof of insurance which meets the requirements established by North East Independent School District. **Proof of insurance coverage should be submitted with proposal. Insurance coverage should name the North East Independent School District as an additional insured.** Failure to provide proof of insurance coverage may result in the disqualification of the proposal. The following minimum coverages are required:

Workers Compensation-	Statutory Limits (MANDATORY)
Employers Liability -	\$100,000 @ accident
	\$100,000 policy limit
	\$100,000 @ employee
General Liability	
Bodily injury & -	\$500,000 combined single/limits
property damage	\$1,000,000 aggregate
Automobile Liability	
Bodily Injury -	\$250,000 @ person/\$500,000 @ accident
Property Damage-	\$250,000

HOLD HARMLESS AGREEMENT

The successful proposer(s) will be required to submit a completed copy of the Hold Harmless Agreement. **A copy is included with these specifications for review and should be notarized, signed and returned with proposal (see page 21).**

CONFLICT OF INTEREST DISCLOSURE

A Conflict of Interest Disclosure is included and should be signed and returned with proposal. **Failure to submit a completed and signed Conflict of Interest Disclosure may result in the disqualification of the proposal (see page 22).**

NON-APPROPRIATION OF FUNDS

In the event funds are not appropriated by the NEISD's governing body in any fiscal period for payments due under this contract, then the Senior Director of Procurement & eCommerce, or designee, will immediately notify the successful proposer(s), or their designee(s), of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to NEISD of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.

UNIFORM COMMERCIAL CODE

This contract shall be governed in accordance with the rights and remedies set forth in the Uniform Commercial Code as adopted by the State of Texas.

TERMINATION CLAUSE

NEISD reserves the right to terminate this contract including, but not limited to, non-performance with thirty days written notice.

RIGHT TO REJECT

North East Independent School District of San Antonio, Texas, reserves the right to reject any and all proposals submitted and to request additional information from all proposers.

WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waive or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

VENUE

Both parties agree that venue for any litigation arising from this contract shall lie in San Antonio, Bexar County, Texas.

For questions regarding this proposal, contact Pattie Webster, Procurement Coordinator, at 210.804.7100 ext. 397 or pwebst@neisd.net.

SCHEDULE A

BENCHMARK/CATALOG PRICING

Benchmark/catalog pricing is a pricing structure that uses verifiable prices as a starting point for establishing the final cost of a product. A benchmark/catalog price can be established in various ways. Listed below are examples of benchmark/catalog pricing.

- A. Manufacturer's catalogs/price sheets
- B. Company catalogs/price sheets
- C. Store catalog/price sheet
- D. Shelf pricing

Catalogs and price sheets may be bid different ways. Listed below are several methods of bidding a benchmark/catalog bid.

NET PRICING

In this method markups or discounts are already calculated into the catalog/price sheet, and the vendor should bid their catalog/price sheet using a discount of net or 0% as the basis for the bid. The price quoted is the final unit price.

DISCOUNT PRICING

For discount pricing the catalog/price sheet **does not** include any vendor markups or discounts. In this instance a percentage markup or discount from the catalog/price sheet is bid, and it is the customer's responsibility to calculate the final price for each item purchased.

SHELF PRICING

If a vendor does not offer, or have access to, a catalog or price sheet, a bid using Shelf Pricing is acceptable by North East ISD. For shelf pricing a vendor can bid a discount from the shelf price or bid the shelf price.

If you have any questions regarding this attachment, contact the Assistant Director of Procurement & eCommerce, at 210. 804.7100 x405.

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RFP #39-10 - CLASSROOM FURNITURE FOR CIBOLO GREEN AND
TUSCANY HEIGHTS ELEMENTARY SCHOOLS

PROPOSAL FORM

ALL FURNITURE MUST MEET ONE OF THE LEED CERTIFICATIONS AND DOCUMENTATION MUST BE SUBMITTED FOR EACH ITEM BEING PROPOSED BY VENDOR. FAILURE TO PROVIDE THIS DOCUMENTATION IN PROPOSAL FOR EACH ITEM WILL RESULT IN DISQUALIFICATION OF THAT ITEM. EACH SHEET SHOULD BE LABELED WITH THE ITEM NUMBER TO WHICH IT PERTAINS.

Qty. ITEM

1. 2,077 ea **DESKS, STUDENT** – adjustable height 22"-30", 18" x 24" standard laminate top that is recessed on student side with 9/16" MDF core surface with high pressure laminate, polypropylene book box has actual opening of 4 3/8" with integral pencil tray. The book box is fully textured on visible exterior with a mat finish on the underneath. Desk is fully integrated, injection molded, high density linear polypropylene requiring no welds. Legs to go to top of desk inside bookbox and attached by twin bolt attachment. Legs to have chrome finish with swivel, leveling Carpin floor saver glide. **Discover DAOD or approved equal.**

1043 – Cibolo Green

1034 – Tuscany Heights

BRAND/PART #	\$ _____	\$ _____
	UNIT PRICE	TOTAL PRICE

2. **CHAIRS, STACKING** – one-piece injection molded polypropylene ergonomic plastic shell with anti-static additive. The shell shall have no openings in the lower lumbar region and enhanced waterfall front edge. Unit has non-load bearing rivets and do not penetrate the seat of the plastic shell and provide solid shell-to-frame attachment. Full tube leg (1 1/8" diameter on 14", 16" and 18" chairs). Seat shall be permanently attached to frame with six non-load bearing steel rivets beneath the seat. Chrome finish on frame. Chair shall have four internal gripping Carpin FloorSaver glides.

- 2,142 ea a. **18" Discover D10A or approved equal (see specifications above for stacking chairs)**

1076 – Cibolo Green

1066 – Tuscany Heights

BRAND/PART #	\$ _____	\$ _____
	UNIT PRICE	TOTAL PRICE

- 1,098 ea b. **16" Discover D10B or approved equal (see specifications above for stacking chairs)**

512 – Cibolo Green

586 – Tuscany Heights

BRAND/PART #	\$ _____	\$ _____
	UNIT PRICE	TOTAL PRICE

QTY. ITEM

1,117 ea c. **14" Discover D10C or approved equal (see specifications above for stacking chairs)**

556 – Cibolo Green

561– Tuscany Heights

	\$	\$	
BRAND/PART #	UNIT PRICE		TOTAL PRICE

3. **265 ea TEACHER CHAIR** – one-piece injection molded polypropylene ergonomic plastic shell with anti-static additive. The shell shall have no openings in the lower lumbar region and enhanced waterfall front edge. Seat shall be permanently attached to frame with six non-load bearing steel rivets beneath the seat. Chair shall be on casters. **Discover D16X-A+ or approved equal.**

128 – Cibolo Green

137 – Tuscany Heights

	\$	\$	
BRAND/PART #	UNIT PRICE		TOTAL PRICE

ITEMS 1-3 WILL BE AWARDED AS ALL OR NONE FOR MATCHING PURPOSES.

4. **61 ea b. TEACHER DESK, 30" X 60"** with grommets on each corner, adjustable height, 24"-36", must have locking drawer pedestal (box/box/file) included (22"d x 15.5"W x 24.5"H). **Smith System Acrobat #26453/Pedestal 19173**

61 – Cibolo Green

0 – Tuscany Heights

	\$	\$	
BRAND/PART #	UNIT PRICE		TOTAL PRICE

5. **69 ea a. TEACHER DESK, 30" X 60"** two pedestal with center pencil drawer with center back grommet on desk top, adjustable height 27"-36", welded frame, solid core 1 1/8" 45 lb. particle board surfaced with full 3 core high pressure laminate, legs inserts are inserted in 19" gauge square tube secured by screws. Desk is electrostatically sprayed with power coat epoxy finish. **ABC D500 or approved equal.**

0 – Cibolo Green

69 – Tuscany Heights

	\$	\$	
BRAND/PART #	UNIT PRICE		TOTAL PRICE

7 ea **b. TEACHER DESK, 30" X 48", NO GROMMETS**, adjustable height 27" – 36", right pedestal, with pencil drawer, B/F pedestal, chrome leg inserts, welded frame, **ABC D4R0 or approved equal.**

5 – Cibolo Green

2 – Tuscany Heights

	\$	\$	
BRAND/PART #	UNIT PRICE		TOTAL PRICE

ITEMS 5A AND 5B WILL BE AWARDED AS ALL OR NONE FOR MATCHING PURPOSES.

QTY. ITEM

6. 196 ea **COMPUTER TABLES, 30" X 36" – FIXED HEIGHT 27"**, high pressure laminate top w/modesty panel, dual pedestal legs. Tables must have indent in back of table top to allow table to sit flush against the wall when cords are in place. **ABC CD 36 or approved equal.**

120 – Cibolo Green

76 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

7. 24 ea **COMPUTER TABLES, 30" X 72" – FIXED HEIGHT 27"**, high pressure laminate top w/modesty panel, dual pedestal legs. Tables must have indent in back of table top to allow table to sit flush against the wall when cords are in place. **ABC CD 72 or approved equal.**

12 – Cibolo Green

12 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

ITEMS 6 AND 7 WILL BE AWARDED ALL OR NONE FOR MATCHING PURPOSES.

8. **FOLDING TABLES**, vinyl band, 29" height, 3/4" particleboard core with 3 core high-pressure laminate top. Edge banding is black vinyl oval design with smooth face. Edge banding is spot nailed from bottom to prevent band from pulling away. Table must have full steel channel under entire diameter of top.

- 33 ea a. **18" x 60" folding table ABC 1546 or approved equal (see specifications above)**

18 – Cibolo Green

15 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

- 47 ea b. **30" x 72" folding table ABC 1550 or approved equal (see specifications above)**

14 – Cibolo Green

33 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

- 6 ea c. **24" x 60" folding table, ABC 1535 or approved equal (see specifications above)**

6 – Cibolo Green

0 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

ALL FOLDING TABLES IN ITEM 8 AND NON-FOLDING TABLES IN ITEM 9 WILL BE AWARDED ALL OR NONE FOR MATCHING PURPOSES.

9. QTY. ITEM
NON-FOLDING TABLES, solid core 1 1/8" 45 lb. plastic board core surfaced with high pressure laminate plastic and a backer sheet for balanced construction and minimize warping. Edge banding is black vinyl oval design with smooth face. Quick set leg attachment formed of 16" gauge galvanized steel in a triangle with 5/8" cover flange and held to underside of table with 3/4 sheet metal screws. Stretcher must be provided on all tables of 60" or longer and permanently attached to underside of top equidistance from the sides and running lengthwise of the table. Legs are 1 1/8" 18 gauge continuous seam welded tubing with chrome plated adjustable inserts of 18 gauge tubing. **Heights are both juvenile height (17"-25") and standard heights (22"-29") and specified below on each individual table.**

28 ea a. 30" x 72" non-folding table, 22"-29" height, ABC 1250 or approved equal (see specifications above).

0 – Cibolo Green	28 – Tuscany Heights	
_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

4 ea b. 30" X 60" non-folding table, 22"-29" height, ABC 1230 or approved equal (see specifications above)

4 – Cibolo Green	0 – Tuscany Heights	
_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

36 ea c. 30" X 60" non-folding table, 17"-25" juvenile height, ABC 1230JH or approved equal (see specifications above)

0 – Cibolo Green	36 – Tuscany Heights	
_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

27 ea d. 30" x 48" non-folding table, 17"-25" juvenile height, ABC 1220JH or approved equal (see specifications above)

27 – Cibolo Green	0 – Tuscany Heights	
_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

15 ea e. 30" x 48" non-folding table, 22"-29" height, ABC 1220 or approved equal (see specifications above)

15 – Cibolo Green	0 – Tuscany Heights	
_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

QTY. ITEM

105 ea f. 24" X 48" non-folding trapezoid table, 17"-25" juvenile height, ABC 1291JH or approved equal (see specifications above)

36 – Cibolo Green

69 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

122 ea g. 24" x 48" non-folding trapezoid table, 22"-29" height, ABC 1291 or approved equal (see specifications above)

85 – Cibolo Green

37 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

92 ea h. 60" x 66" non-folding scalloped horseshoe, 22"-29" height, ABC 127 or approved equal (see specifications above AND NOTE: THIS TABLE HAS TWO STRETCHERS ON THE UNDERSIDE OF THE TABLE.)

56 – Cibolo Green

36 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

18 ea i. 60" x 66" non-folding scalloped horseshoe, 17"-22" juvenile height, ABC 127 JH or approved equal (see specifications above AND NOTE: THIS TABLE HAS TWO STRETCHERS ON THE UNDERSIDE OF THE TABLE.)

0 – Cibolo Green

18 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

1 ea j. 60" FLOWER TABLE, 22"-29" height, ABC 128F or approved equal (see specifications above).

0 – Cibolo Green

1 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

5 ea k. 48" ROUND TABLE, 22"-29" height, ABC 1280 or approved equal (see specifications above).

0 – Cibolo Green

5 – Tuscany Heights

_____	\$ _____	\$ _____
BRAND/PART #	UNIT PRICE	TOTAL PRICE

QTY. ITEM

9 ea I. 36" ROUND TABLE, 17"-22" juvenile height, ABC 1282 JH or approved equal (see specifications above).

0 – Cibolo Green

9 – Tuscany Heights

BRAND/PART #

\$ _____
UNIT PRICE

\$ _____
TOTAL PRICE

ALL NON-FOLDING TABLES (ITEM 9) AND FOLDING TABLES (ITEM 8) WILL BE AWARDED ALL OR NONE FOR MATCHING PURPOSES.

10. 238 ea **BOOKCASE**, 2 shelf metal, , 34.5" wide, 29" high, 12.62" deep, two shelf adjustable shelving, 18-22 gauge steel, minimum of 100 lbs. per shelf capacity. **HON #S30ABC or approved equal.**

116 – Cibolo Green

122 – Tuscany Heights

BRAND/PART #

\$ _____
UNIT PRICE

\$ _____
TOTAL PRICE

11. 3 ea **BOOKCASE**, 5 SHELF METAL, 34 1/2"W x 12 5/8"D x 71"H, shelves adjust in 1/2" increments, rust proof treatment, heavy gauge steel. **HON S72ABC or approved equal.**

0 – Cibolo Green

3 – Tuscany Heights

BRAND/PART #

\$ _____
UNIT PRICE

\$ _____
TOTAL PRICE

12. 127 ea a. **BOOKCASE, 5 SHELF**, 72"H x 12" D x 37" W, 1" thermally fused melamine with matching 3 mm. PVC edge, 4 adjustable shelves, 1 fixed with accessory back. **Paragon 72-SFS WITH AB or approved equal.**

127 - Cibolo Green

0 – Tuscany Heights

BRAND/PART #

\$ _____
UNIT PRICE

\$ _____
TOTAL PRICE

68 ea b. **BOOKCASE**, 67-72" H, X 36"W X 12-13"D, 5 fixed shelves, top - 1 1/8" particleboard with melamine surface top/bottom with 2 mm. PVC edgebanding, end panels - 3/4" particleboard cores with melamine front and back, .5 mm PVC edgebanding on two sides & .8 mm edge trim on bottom, back panel – 3/4" particleboard with melamine both front and back, 5 mm. edgebanding on side with two backs (one for each shelf), 3/4" particleboard, impact resistant core shelves. Shelves to hold minimum of 100+ lbs. **Maco 1272 MBC or approved equal.**

0 - Cibolo Green

68 - Tuscany Heights

BRAND/PART #

\$ _____
UNIT PRICE

\$ _____
TOTAL PRICE

QTY. ITEM

13. 126 ea MOBILE STORAGE CABINET, laminate cylinder lock, 5 shelf (4 adjustable) on locking casters w/two keys per unit (all keyed alike) 48"W x 72"H x 22"D. with welded "U" frame assembly made of 17-gauge, 1" square, and 18-gauge, 3/4 square welded steel tubing. Cabinet top/panels shall be fabricated from 3/4" thick, 45# particleboard substrate with thermally fused melamine on all sides. Cabinet shall have three hinges per door with heavy magnetic catches. Fleetwood 15.5038 or approved equal.

61 – Cibolo Green

65 – Tuscany Heights

	\$	\$
BRAND/PART #	UNIT PRICE	TOTAL PRICE

14. 12 ea METAL STORAGE CABINET, w/locking doors and two keys per unit (all keyed alike), five adjustable shelves, 36"W x 24 1/4"D x 71 3/4"H. HON SC2472 or approved equal.

4 – Cibolo Green

8 – Tuscany Heights

	\$	\$
BRAND/PART #	UNIT PRICE	TOTAL PRICE

15. 72 ea ZUMA CHAIR, 18" stackable chair, 20 3/8" W x 20 7/8"D x 32 1/4"H, waterfall front seat, nylon guide swivel guide with color-matched outer sleeve that protects legs and hand hold at top of chair with brace on legs. VIRCO ZUMA ZU418 or approved equal.

30 – Cibolo Green

42 – Tuscany Heights

	\$	\$
BRAND/PART #	UNIT PRICE	TOTAL PRICE

16. 310 ea CABINETS, FILING, with lock (core removable locks only), four drawer, 52"H x 15"W x 26 9/16"D, high drawer sides to hold hanging folders without use of hangrails. LETTER SIZE – GLOBAL 26-401 or approved equal.

154 – Cibolo Green

156 – Tuscany Heights ONLY

	\$	\$
BRAND/PART #	UNIT PRICE	TOTAL PRICE

17. 3 ea FILE CABINET, LATERAL, 5 drawers (4 drawers with top drawer having a receding door top for filing of notebooks) with core lock, 42"W x 18"D x 65 1/2 "H, weighted base, full pull handle, leveling glides. GLOBAL 9342P-5F1H or approved equal.

2– Cibolo Green ONLY

1 – Tuscany Heights ONLY

	\$	\$
BRAND/PART #	UNIT PRICE	TOTAL PRICE

ADDITIONAL DISCOUNT IF AWARDED ITEMS 1-9: _____

ADDITIONAL DISCOUNT IF AWARDED ALL ITEMS: _____

Is certification for Greenguard for Children and Schools, Scientific Certification Systems Indoor Advantage Gold, Collaborative for High Performance Schools Low Emitting Materials List, ETV Large Chamber Test Protocol for Measuring Emissions of VOC's and BIFMA M7.1-2007 or X7.1-2007 for each proposed item enclosed and marked with the item number to which it pertains?

THESE CERTIFICATIONS MUST BE SUBMITTED WITH PROPOSAL FOR EACH ITEM PROPOSED AND MARKED WITH THE ITEM NUMBER TO WHICH IT PERTAINS OR THAT ITEM WILL NOT BE CONSIDERED.

If vendor answers yes to any of the questions below, please provide written documentation of all that pertain to items being proposed (see page 5 for information needed). If more than one item, please submit additional sheet with item # to which the information pertains.

Does furniture proposed contain post-consumer and/or pre-consumer recycled content? _____
Does furniture proposed contain regional materials? _____
Does furniture proposed contain rapidly renewable materials? _____
Does furniture proposed contain FSC certified wood? _____

How many miles is the Classroom Furniture shipped from factory to sites:

Cibolo Green _____ (miles from factory to Cibolo Green)
Tuscany Heights _____ (miles from factory to Tuscany Heights)

SECTION II – CATALOG PRICING

Identify the benchmark or catalog (manufacturer's price list, custom pricing, dealer's cost, wholesale pricing, retail pricing, shelf price at time of purchase, etc.) below.

If your company offers no discount from catalog pricing, please respond with 0% on your bid.

BENCHMARK DESCRIPTION OR CATALOG	% DISCOUNT	or % MARK-UP
_____	_____ %	_____ %

Delivery time after receipt of order? _____

Warranty Information: Please provide information on any available warranty by Item Number:

Deviations from specifications must be listed here (if additional space is needed, please insert a page):

SECTION III – General Information

After a firm delivery date is provided, how many days will be required by proposer to deliver any or all items on this proposal? _____

How many days can the manufacturer “hold” the items before they are required to be shipped if an unforeseen delay in construction or other circumstances prevent delivery at the requested time? _____

If the delay exceeds the time manufacturer will “hold” the items, the successful proposer(s) must provide a warehouse or storage unit at the site to house all the items at no additional charge to NEISD until clearance is given to deliver/install/setup/cleanup. What is the complete address of this warehouse for storage: _____

What type of storage unit on site will be used if no warehouse is available? _____

How many installers are available to proposer: _____

Please list installers: _____

Is vendor able to comply with all delivery guidelines/schedules under Section 1 – Price Structure/Delivery? _____

Is certificate of liability insurance with NEISD as additional insured enclosed? _____

Is signed, notarized Hold Harmless Agreement attached (page 20)? _____

Is a completed Conflict of Interest questionnaire enclosed (page 21) _____

Is all LEED certification paperwork enclosed for each item and marked with the number to which it pertains? _____

Vendor agrees to the RAPTOR check for all personnel entering the campus for installation and agrees that all installation personnel will wear the badges. (Yes/No) _____

REFERENCES

Please list other school districts for which proposer has provided installations in the local San Antonio, TX area.

Name of District	Contact Name	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

**NORTH EAST INDEPENDENT SCHOOL DISTRICT
8961 TESORO DRIVE
SAN ANTONIO, TEXAS 78217**

**RFP #39-10 - CLASSROOM FURNITURE FOR CIBOLO GREEN AND
TUSCANY HEIGHTS ELEMENTARY SCHOOLS**

The undersigned certifies that the firm and/or principals of the firm (check one) are ___/are not ___ currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the District of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Also, pursuant to the State of Texas Legislative Senate Bill NO. 1, Section 44.034, Notification of Criminal History, the undersigned affirms this firm is ___/is not ___ owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly held corporation.

The undersigned affirms that they are duly authorized to execute this contract, that this company, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

By submitting this offer, the undersigned acknowledges that the Conflict of Interest questionnaire, in accordance with HB914, has been received, that instructions have been read, and the questionnaire has been/is being submitted as necessary.

Company _____

Signature of Person Responsible For Bid _____

Name (Type or Print) _____

Address _____

City, State _____ Zip _____

Phone _____ Fax _____ Date _____

Email _____

HOLD HARMLESS AGREEMENT
THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH PROPOSAL

The contractor shall defend, indemnify, and save whole and harmless the North East Independent School District and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance of this contract, **RFP #39-10, CLASSROOM FURNITURE FOR CIBOLO GREEN AND TUSCANY HEIGHTS ELEMENTARY SCHOOLS.**

This hold harmless agreement shall be binding upon the undersigned and his heirs and assigns.

DATED this _____ day of _____, 200_____.

Signature

Printed Name

Company

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the _____ day of _____, 20_____.

[NOTARY'S SEAL]

Notary Public, State of Texas

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Reviewed

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 Check this box If you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007