

**Everett Public Facilities District
Call for Bids
Bid No. 203-623-EPFD
SUITE FURNITURE**

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**Everett Public Facilities District
Call for Bids
Bid No. 203-623-EPFD
SUITE FURNITURE**

Sealed bids will be received by the Everett City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201 until 2:00 p.m., Tuesday, SEPTEMBER 2, 2003, for the purchase of SUITE FURNITURE. Only bids that arrive in the Everett City Clerk's Office by the deadline will be accepted.

SPECIFICATIONS

QTY	ITEM	MFR	MODEL	FABRIC	WOOD
60	Chairs	AGI	AGI Cody Lounge	Classic Impression Faux Leather, wear test = 250,000 double rubs - Wyzenbeek Method	Maple, main frame joints double doweled and glued, structural stress points reinforced with corner blocks, glued and screwed
80	Bar Stools, 30" H	Contract Supply	5151 PS/EVQ	as above	beech hardwood, frame joints double doweled and glued, structural stress points reinforced with corner blocks, glued and screwed
20	Tables with 1/4" aluminum legs	AGI	Rado Table 7607, 36" diameter X 17		wood veneer

For information regarding product description and specifications, contact Chad Elfstrom, MGR, at (206) 390-6300.

Information regarding this solicitation, including bid results may be viewed on the City of Everett website at <http://www.everettwa.org>.

QUESTIONS

Unauthorized contact regarding this Call for Bids with Everett Public Facilities District employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Everett Public Facilities District. Bidders should rely only on written statements issued by the individual named below.

Questions regarding this Call for Bids may be directed to Dan Riccardo, (425) 257-8903, or by email to dariccardo@ci.everett.wa.us. Email inquiries are preferred.

PRICING AND DELIVERY

Prices bid shall include delivery to and shall be F.O.B. Everett Events Center, 2000 Hewitt, Everett, WA 98201. Target delivery date is September 19, 2003. The bids guaranteeing delivery by September 19, 2003 will receive priority.

TAXES AND FEDERAL EXCISE TAX

Washington State Sales tax shall be shown as a separate line on the bid submittal sheet. No charge by the Bidder shall be made for federal excise taxes. The Everett Public Facilities District, as a municipal corporation of the State of Washington, is exempt from federal excise tax and such taxes shall not be included in bid prices. The Everett Public Facilities District agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the Everett Public Facilities District and which are actively participating may purchase from Everett Public Facilities District contracts, provided that the Vendor has agreed to such participation. Each bidder shall indicate on the bid submittal form if he will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the Everett Public Facilities District. The Everett Public Facilities District does not accept any responsibility for purchase orders issued by other public agencies.

Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the Everett Public Facilities District, as required by RCW 39.34. Only those public agencies that have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase order from the public agency, directed to the Vendor or other party contracting to furnish goods or services to the Everett Public Facilities District.

The Everett Public Facilities District accepts no responsibility for the performance of any purchasing contract by the Vendor, and the Everett Public Facilities District accepts no responsibility for payment of the purchase price for any public agency.

MULTIPLE BIDS

Vendors interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with the instructions, conditions and specifications of this Call for Bids.

SINGLE RESPONSE

A single response to this Call for Bids may be deemed a failure of competition and in the best interest of the Everett Public Facilities District, the Call for Bids may be cancelled.

BIDDING ERRORS

The Everett Public Facilities District will not be liable for any errors in any vendor's bid. Vendors will not be allowed to alter bids after the deadline for the submission of bids.

The Everett Public Facilities District reserves the right to make corrections or amendments due to errors identified in bids by the Everett Public Facilities District or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their bids.

When, after the opening and tabulation of bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Buyer will review the work sheets and if the Buyer is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his bid.

After opening and reading bids, the Everett Public Facilities District will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the Everett Public Facilities District.

DELIVERY

The vendor assumes responsibility for the delivery, installation, maintenance, and initial adjustment of all vendor supplied equipment quoted.

DELIVERY TIME

Vendors must certify that the quoted equipment can be delivered, installed and operational within the stated number of days on their bid.

PAYMENT

Payment will be made promptly upon receipt of a correct invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments. All invoices are to be submitted to:

Everett Public Facilities District
Attn: Rikke Finbraten
2825 Colby Avenue, Suite 205
Everett WA 98201
Phone: 425.257.7001
Fax: 425.257.7002
Email: rfinbraten@everetteventscenter.com

BID REJECTION

The Everett Public Facilities District reserves the right to reject any or all bids at any time without penalty.

WITHDRAWAL OF BIDS

Vendors may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the Everett City Clerk.

NON-ENDORSEMENT

As a result of the selection of a vendor to supply products and/or services to the Everett Public Facilities District, the Everett Public Facilities District is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the Everett Public Facilities District in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Everett Public Facilities District.

PROPRIETARY MATERIAL SUBMITTED

Any information contained in the bid submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the Everett Public Facilities District will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

RESPONSE PROPERTY OF THE EVERETT PUBLIC FACILITIES DISTRICT

All materials submitted in response to this request become the property of the Everett Public Facilities District. Selection or rejection of a response does not affect this right.

NO OBLIGATION TO BUY

The Everett Public Facilities District reserves the right to refrain from contracting with any vendor. The release of this Call for Bids does not compel the Everett Public Facilities District to purchase.

COST OF PREPARING BIDS

The Everett Public Facilities District is not liable for any costs incurred by vendors in the preparation and presentation of bids and demonstrations submitted in response to this Call for Bids.

EVALUATION CRITERIA

In addition to price, the following elements shall be given consideration:

- The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- Whether the bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or services;
- Evidence of collusion with any other bidder, in which case colluding bidders will be restricted from submitting further bids on the subject project or future tenders;
- Such other information as may be secured having a bearing on the decision to award the contract.

BRAND NAMES USED IN THIS SPECIFICATION

This is NOT a brand name specification. When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, aesthetics, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature. Any bid containing a brand that is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

The Everett Public Facilities District shall be the sole judge about whether an item submitted as an equal or alternate is acceptable. The responsibility of demonstrating to the District's satisfaction that a product is "equal" to that specified shall be on the vendor proposing the substitution. The District has no obligation to accept proposed substitutions or engage outside consultants or experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing and, if made prior to bids being due, other bidders will be notified if practical and convenient.

SPLIT AWARD

The Everett Public Facilities district reserves the right to split the bid and award to the lowest, most responsive bidders on an item-by-item basis. Any bid that is submitted on an "All or Nothing" basis should be marked as such.

LIQUIDATED DAMAGES

Time is of the essence and the goods described herein must be completely furnished, installed, and operational by the date promised or the Everett Public Facilities District will suffer harm. The vendor agrees to pay the Everett Public Facilities District, as liquidated damages, the sum of **\$500** for each and every calendar day that work remains uncompleted after the date promised. This amount shall be fixed as liquidated damages that the Everett Public Facilities District will suffer by reason of such delay, and

not as a penalty. The Everett Public Facilities District shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier. These causes include, but are not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal.

CUSTOMER REFERENCES

All bids must include a minimum of two non-vendor owned customer references presently using the proposed equipment in a comparably sized installation to the Everett Public Facilities District's requirements. Include the following for each reference:

- Company Name
- Business Address
- Name of Contact
- Title of Contact
- Telephone Number of Contact
- Description of Installation
- Date Installed

The Everett Public Facilities District may, at its option, contact other known vendor customers for references.

ADDENDA

Bidders are responsible to check the City of Everett website for the issuance of any addenda prior to submitting a bid. The address is <http://www.everettwa.org>.

PREBID CONFERENCE

No prebid conference will be held for this procurement.

BID SUBMITTAL

All bids must be submitted on the regular forms provided in this document. The original bid and **two** copies of the bid submittals must be submitted to the Everett City Clerk.

All bids must be submitted to the Everett City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201 no later than 2:00 p.m. Tuesday, and must be clearly marked:

BID FOR SUITE FURNITURE, BID NO. 203-623-EPFD

At the appointed time, all bids will be opened and read aloud in the presence of the bidders or their representatives at an administrative opening in the 8th Floor Public Hearing Room, 2930 Wetmore, Everett, Washington.

Only firm bids will be accepted and the Everett Public Facilities District reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the Everett Public Facilities District. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The Everett Public Facilities District further reserves the right to make awards to the lowest and most responsive bidder as deemed in the best interests of the Everett Public Facilities District.

Dan Riccardo
City of Everett Buyer

Everett Public Facilities District
Bid No. 203-623-EPFD
SUITE FURNITURE
BID SUBMITTAL SHEET

PRODUCTS BID:

CHAIR: MFR _____ Model _____
 STOOL: MFR _____ Model _____
 TABLE: MFR _____ Model _____

Delivery Schedule A: By September 19, 2003

CHAIR: EA \$ _____ x60 \$ _____
 STOOL: EA \$ _____ x80 \$ _____
 TABLE: EA \$ _____ x20 \$ _____

_____ % Wash. St. Sales Tax \$ _____

TOTAL \$ _____

Delivery Schedule B: By September 26, 2003

CHAIR: EA \$ _____ x60 \$ _____
 STOOL: EA \$ _____ x80 \$ _____
 TABLE: EA \$ _____ x20 \$ _____

Delivery Schedule C: By _____

CHAIR: EA \$ _____ x60 \$ _____
 STOOL: EA \$ _____ x80 \$ _____
 TABLE: EA \$ _____ x20 \$ _____

Discount terms for prompt payment _____

Will you sell additional units to the Everett Public Facilities District at the bid price until further notice?
Yes No

Will you sell additional units to other government agencies within the State of Washington at the bid price, terms and conditions until further notice? The Everett Public Facilities District accepts no responsibility for the payment of the purchase price by other government agencies. Yes No

The undersigned hereby accepts the terms and conditions as set forth herein. **This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.**

FULL LEGAL NAME OF COMPANY _____

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

Everett Public Facilities District
Bid No. 203-623-EPFD SUITE FURNITURE NO BID FORM

Dear Prospective Bidder:

If you determine not to submit a bid/quote in response to this solicitation, we would very much appreciate your completing and returning this form for our records.

Reason for not submitting a bid/quote in response to this solicitation: _____

FULL LEGAL NAME OF COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

Thank you for your assistance. Please mail or fax to:

City of Everett Purchasing Division
3200 Cedar Street
Everett WA 98201
Fax: (425) 257-8864

Everett Public Facilities District
Bid No. 203-623-EPFD SUITE FURNITURE CUSTOMER REFERENCES

1. Company Name _____

Business Address _____

Name of Contact _____

Title of Contact _____

Telephone Number of Contact _____

Description of Installation _____

Date Installed _____

2. Company Name _____

Business Address _____

Name of Contact _____

Title of Contact _____

Telephone Number of Contact _____

Description of Installation _____

Date Installed _____

VENDOR INFORMATION

Years of Operation: _____

Warranty Policies and Procedures: _____

Everett Public Facilities District
Bid No. 203-623-EPFD SUITE FURNITURE NON COLLUSION CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed bidder has not divulged to nor has discussed or compared his bid with other bidders and had not colluded with any other bidder or parties to bid whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material as applicable.

Company Name: _____

Mailing Address: _____

City-State-Zip: _____

Title: _____

Date: _____

Authorized Signature: _____
(written)

Authorized Signature: _____
(typed/printed)

**EVERETT PUBLIC FACILITIES DISTRICT
STANDARD TERMS AND CONDITIONS**

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE EVERETT PUBLIC FACILITIES DISTRICT AND THE POLICIES OF THE EVERETT PUBLIC FACILITIES DISTRICT PURCHASING DIVISION AND THE LAWS OF THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Everett Public Facilities District Director.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Everett Public Facilities District Director with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.
The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Everett Public Facilities District Director.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
17. **NONDISCRIMINATION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.
It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the Everett Public Facilities District unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.
18. **LABOR AND INDUSTRIES** Contractor is required to procure Labor and Industries permits F700-007-000 and F700-029-000 and abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall be submitted to the Everett Public Facilities District and Department of Labor and Industries.
19. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
20. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Snohomish County.
21. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**

