



November 15, 2021

Dear Prospective Vendor:

RE: **Furniture Bid 042122**

We take great pride in the fact that **EducationPlus** provides a complete line of purchasing services to over 50 member school districts and hundreds of other educational institutions and governmental entities throughout Missouri and Southern Illinois. **EducationPlus** adds value to the purchasing process for customers because we handle bidding, invoicing, and customer service.

For those of you who may be unfamiliar with **EducationPlus**, it is important to note that we serve approximately 500,000 students within our service area. **EducationPlus** was created in 1928 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those Vendors doing business with **EducationPlus**.

**EducationPlus** arrives at its operating funds via a 2% discount differential between the Vendor quote to the customer and the discount allowed **EducationPlus**. This allows **EducationPlus** to capture operating funds on each sale. Please refer to Bid Requirements, paragraph IB-19, for further information regarding pricing provisions.

The due date for submission of bids is January 15, 2022 at 4 p.m.. We expect to be able to award bids around February 11, 2022. The contract will become effective March 1, 2022. Please submit prices that will be valid through February 28, 2023. By mutual agreement, the contract may be extended for three (3) additional 12-month periods.

Sincerely,

Steve Griggs, Ed.D.  
Chief Operations Officer  
314.692.1209 O  
[sgriggs@edplus.org](mailto:sgriggs@edplus.org)

## GENERAL INFORMATION

1. **EducationPlus** does not inventory or distribute products. Rather, **EducationPlus** contracts with Vendors and utilizes their inventory and distribution systems.
2. Invoicing is to one location. All invoices are sent to and paid by **EducationPlus**, thus saving administrative costs. See paragraph IB-6.
3. Due to our various customers, order sizes will vary. Please inform us of any discounts that your company offers. Volume discounts tied to large size orders will be accepted and are encouraged. See paragraph IB-12.
4. Freight terms must be indicated on the Furniture Bid Form (whether freight charges are included in the discounted price) and in Exhibit D.
5. This bid covers any Missouri Political Subdivision and nonprofit organization, and other Political Subdivisions in other states.
6. There will be a 2% differential between the Vendor quote to the customer and the amount charged **EducationPlus**. This allows **EducationPlus** to capture operating funds on each sale. Please refer to Bid Requirements, paragraph IB-19, for further information regarding pricing provisions.
7. **EducationPlus** represents to Vendor that the Contract request for proposal process has been undertaken in accordance with the requirements of Sections 34.040 RSMo. and 177.086 RSMo., except that, in the case of Section 34.040 RSMo., the bid will not be posted in newspapers of general circulation; therefore, sales to governmental agencies other than public schools and school districts shall be limited to less than \$25,000 per each occurrence.
8. Vendor must indicate to customer whether union labor or non-union labor will be used for set up and installation. Union labor must be used when indicated by the customer.
9. Vendor must provide, on manufacturer's letterhead, evidence that the Vendor has approval from the manufacturer to submit a bid on the line(s) being sold (hereinafter referred to as Manufacturer's Letter). Manufacturers may supply Manufacturer's Letters to more than one vendor.
10. Vendor shall not discriminate on the basis of age, race, color, national origin, religion, sex, disability or any other category protected by law.
11. Vendor must submit a Missouri Anti-Discrimination Against Israel Act Company Certification up contract award.
12. Any questions regarding the bid should be submitted to Steve Griggs at [sgriggs@edplus.org](mailto:sgriggs@edplus.org) by 4 p.m. local time on December 17, 2021. Final answers will be posted on the **EducationPlus** website on or about December 21, 2021.

**EducationPlus  
BID PROPOSAL**

<b>PROPOSAL NUMBER: 042122</b>	<b>PRODUCT: Furniture</b>
<b>DUE DATE: January 15, 2022</b> <b>LOCAL TIME: 4:00 p.m.</b>	<b>INITIAL CONTRACT PERIOD:</b> <b>Award date through February 28, 2023</b> By mutual agreement, the contract may be extended for three (3) additional 12-month periods.
<b>ADDRESS INQUIRES TO AND RETURN BID DOCUMENTS TO:</b> Steve Griggs Chief Operations Officer Subject Line for Bid Submittal by Email: Furniture Bid <a href="mailto:sgriggs@edplus.org">sgriggs@edplus.org</a>	

Bids will be received at the above email address. When submitting a bid, you must:

1. **Email the Furniture Bid Form** (in Excel format **ONLY**) scanned **Manufacturer's Letters** (in PDF format) and **Exhibits A, B, C and D** (in PDF format) to be accepted as a **QUALIFIED BID**. Your bid will be rejected if all of these documents, with completed signatures, are **NOT** submitted with the bid. **LATE BIDS WILL NOT BE ACCEPTED.**
2. A Vendor taking exception to any clause in whole or in part should do so by listing said exception, on its company letterhead, and submitting exception(s) (if any) with its bid (see Bid Requirements, paragraph IB-2 for complete information).
3. **Sign Exhibit A.** By signing, you indicate full knowledge and acceptance of the **General Information** and **Bid Requirements**, and certify that the information contained within the **Furniture Bid Form, Manufacturer's Letters, and Exhibits A, B, C, and D** is true and correct. The bid must be completed in the name of the Vendor, corporate or other, and must be fully and properly executed by a properly authorized officer of your company.

# FURNITURE EducationPlus

## BID REQUIREMENTS

**IB-1** Bids for the purchase of **Furniture** as listed on the Furniture Bid Form will be received by email, until **4:00 P.M.**, prevailing Central Time on **January 15, 2022**.

**EducationPlus** reserves the right to reject any and all bids, offers or proposals submitted; to accept the proposal which it deems to be in its best interest; or to request new bids.

The Chief Operations Officer, or a duly designated person, will select materials which fulfill the requirements of **EducationPlus** and reject any item or bid that does not meet specifications, function, terms and conditions, or the needs of **EducationPlus** customers.

**IB-2** **AGREEMENT MODIFICATIONS; BID ACCEPTANCE CREATES CONTRACT:**

The wording of this invitation to bid may not be changed or altered in any manner by Vendor. A Vendor taking exception to any clause in whole or in part should do so by listing said exception, on its company letterhead, and submitting exception(s) (if any) with its bid; however, no exception is effective unless accepted by **EducationPlus** as set forth herein. After award, this Bid Proposal document (including all items set forth in the Furniture Bid Form, General Information section, Bid Requirements section, Manufacturer's Letters and all Exhibits) will express the complete agreement and binding contract of the parties, subject only to the following sentence. Any changes, additions or modifications must be in writing and signed by the Chief Operations Officer. However, the bid must be based on the written specifications and documents included in the bid. No verbal statements from any individual will be allowed to interfere with or to change the intent of the specifications as written. No other individual is authorized to modify the agreement in any manner and except as expressly authorized in this paragraph, no attempt to modify any provision by Vendor (whether through submission of its standard contract documentation or otherwise) shall have any effect. All inquiries should be made directly to Dr. Steve Griggs at EducationPlus at [sgiggs@edplus.org](mailto:sgiggs@edplus.org).

**IB-3** **BID WITHDRAW OR ERRORS:**

Bids may not be withdrawn after scheduled receipt of the bids. Errors or omissions can be corrected by telephone or email, with a follow-up letter until the bid due date and time. The bid proposals shall be deemed final, conclusive and irrevocable and shall not be subject to correction or amendment of error or miscalculations, unless in the opinion of the Chief Operations Officer it is in the best interest of **EducationPlus**.

**IB-4** **TAX EXEMPT:**

Purchases made by **EducationPlus** are exempt from state or local sales taxes and federal excise taxes. The official state tax exemption letter will be furnished on request.

**IB-5 SHIP TO:**

All orders are **drop-shipped** to the **ship to location** listed on each purchase order. Individual orders must be packed separately and identified with the purchase order number. Inside delivery may be necessary at some locations. Please state in Exhibit D whether there is any additional cost for inside delivery and, if so, how much. A truck with a lift gate may be necessary at some locations. Please state in Exhibit D whether there is any additional cost for delivery via a lift gate truck and, if so, how much. If nothing is submitted with your bid, **EducationPlus** will assume there will be no additional cost for inside delivery or via a truck with a lift gate.

Bulk deliveries require the customer to be contacted 24 hours prior to the delivery.

**IB-6 PAYMENT AND BILL TO:**

The Vendor shall submit all invoices directly to **EducationPlus**, 1460 Craig Road, St. Louis, MO 63146-4842. **DO NOT MAIL INVOICES OR STATEMENTS TO EducationPlus CUSTOMERS.** Each invoice must clearly show the following items: The name of the customer, location to which merchandise was shipped, **EducationPlus** order number, date of shipment or pick-up date, items shipped, manufacturer's stock number, items back ordered, and individual pricing. For orders over \$5,000, **EducationPlus** will pay the Vendor upon receipt of payment from the customer. A separate invoice must be processed for each purchase order.

**IB-7 BASIS OF AWARD:**

Award will be made by manufacturer/line. The items of this bid may be awarded to more than one Vendor.

**IB-8 LATE or BACK ORDER DELIVERIES:**

There will be times that a Vendor and/or manufacturer cannot meet the delivery completion date after receipt of orders. It will be the Vendor's responsibility to notify **EducationPlus** as soon as possible of the delay. The Vendor should provide the expected delivery date and the reason for the delay.

**IB-9 PACKING SLIPS:**

All orders are drop-shipped to each customer's receiving location listed on the purchase order. Each packing slip must clearly show the following: the name of the customer, shipping location, **EducationPlus** order number, items shipped and items back ordered. **Cost must not be listed on the packing slip.** If your company's normal procedure is to list cost on the packing slip, your company must agree to change your procedure.

**IB-10 ALTERNATES:**

Alternatives are not allowed.

**IB-11 DOMESTIC PRODUCT PROCUREMENT:**

Vendors are obligated to comply with the Missouri Domestic Products Procurement Act. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made within the state of Missouri.

**IB-12 VOLUME DISCOUNTS:**

Volume discounts can be offered as a part of this bid. These discounts can be tied directly to the size of order. If your company can offer any additional discounts based upon size of the order, provide the additional discount on the Furniture Bid Form. All discounts are taken into consideration through the evaluation process.

**IB-13 MINIMUM ORDERS:**

There will be times when an order **will not** meet the minimum specified by the Vendor in Exhibit D. The Vendor must list in Exhibit D all charges that apply to orders under the minimum. Favorable consideration will be given to Vendors that supply product FOB Destination.

**IB-14 VENDOR LIAISON:**

Vendor will designate one individual who will represent the Vendor to **EducationPlus** customers during the agreement period. The liaison will correspond with each ordering customer for technical assistance, problems, or questions which may arise. Please provide requested information in Exhibit D.

The successful **EducationPlus** Vendor, upon written request, will furnish each manufacturers' representative's name, address, and phone number to clarify product accuracy.

**IB-15 EVALUATION:**

Vendor must have access to sufficient inventory during the agreement period in order to meet the requirements of the customer districts. Compatibility of items presently in use with the customer districts will be a consideration in the award of this agreement. The Chief Operations Officer, or a duly authorized person, may undertake an investigation, as necessary, to determine the ability of the bidder to meet the specifications as outlined in this bid document.

The following items may be considered during the evaluation and analysis of each bid received by **EducationPlus**:

1. Discount off catalog/list price.
2. The Vendor's prior experience and current relationship with **EducationPlus**.
3. The Vendor's ability to provide the required products and brands.
4. The Vendor's ability to handle warranty claims and service requests.

5. The Vendor's ability to deliver products to **EducationPlus** customers in a timely manner.
6. Freight terms.
7. Knowledge of, and experience in, the education market.
8. Cash discounts made available to **EducationPlus**.
9. Compliance with Bid Requirements paragraphs IB-1 through IB-21.
10. Reference checks.
11. Any other factor deemed appropriate by **EducationPlus**.

**IB-16 BID REVIEW:**

Vendors that respond to a bid can review the bid results approximately 3 weeks after bid due date, by appointment, at **EducationPlus** 1460 Craig Road, St. Louis, Missouri 63146-4842.

**IB-17 BID APPEAL:**

Any bidder or contractor who wishes to dispute the award of bid may protest the decision of the Chief Operations Officer to the Executive Director of **EducationPlus**. **The protest shall be submitted in writing within 10 days of receipt of Bid awards.** The Executive Director of **EducationPlus** shall take the matter under advisement and shall render a decision on said dispute and shall furnish a copy of the decision within 30 days to all parties involved. The decision of the Executive Director shall be final and conclusive.

**IB-18 VENDOR REVIEW:**

The signature of the Vendor on the Bid Cover Page (Exhibit A) signifies that the Vendor has read, understands and agrees to all the terms and conditions outlined in General Information and Bid Requirements documents and that any exceptions and responses are on company letterhead and enclosed with this bid.

**IB-19 SPECIAL NOTICE AND ADDITIONAL PROVISIONS:**

It is agreed and understood that the price offered to and payable by **EducationPlus** to Vendor is lower than the price that Vendor would charge to an individual school district, that **EducationPlus** brings significant value to the Contract by virtue of its ability to purchase on behalf of multiple school districts, and that the price will be a significant factor in **EducationPlus**' selection of a Vendor. It is further understood and agreed by Vendor that it is critical to the services and business model of **EducationPlus** that Vendor not compete with the prices offered to and by **EducationPlus** and that a violation of this agreement by Vendor will cause immediate, substantial and irreparable damage to **EducationPlus**. Accordingly, Vendor agrees that if Vendor sells, offers, advertises or markets or attempts to sell, offer, advertise or market the Contract products to any school district using **EducationPlus** services or products for the same or lower price, such act or attempt to act shall be a breach of the Contract and **EducationPlus** shall be entitled to immediately terminate the Contract, negotiate and enter agreements with any other Vendors interested in providing the same services or products as Vendor and otherwise pursue its remedies under the Contract, at law and in equity.

**IB-20 RETURNS:**

Vendors must be capable of handling returns from our customers in a timely and otherwise businesslike manner.

**IB-21 WARRANTY:**

All Vendors must provide the manufacturer's warranty program if available on each brand or item. This information must be included on the **Furniture Bid Form**.