



# **SCHOOL BOARD ACTION REPORT**

**DATE:** August 6, 2018  
**FROM:** Denise Juneau, Superintendent  
**LEAD STAFF:** Dr. Lester Herndon, Associate Superintendent of Facilities and Operations  
(206) 252-0644 [ltherndon@seattleschools.org](mailto:ltherndon@seattleschools.org)

**For Introduction:** August 29, 2018  
**For Action:** September 5, 2018

## **1. TITLE**

Recommendation to Award Contracts for Furniture Procurement for 2019-2020, Bid No. B05866

## **2. PURPOSE**

Through the approval of master contracts, this Board action establishes a competitively bid furniture catalog from which Capital Projects and schools can order furniture.

## **3. RECOMMENDED MOTION**

I move that the School Board authorize the Superintendent to execute contracts for the Furniture Procurement for 2019-2020 with the following two (2) Vendors:

- Catalyst Workplace Activation Inc. in the amount not to exceed \$4,205,969.65;
- Evergreen Furnishings LLC in the amount not to exceed \$365,030.00;

Plus Washington State sales tax, with any minor additions, deletions, and modifications deemed necessary, and to take any necessary actions to implement the contracts.

## **4. BACKGROUND INFORMATION**

### **a. Background**

As part of the capital improvements projects, furniture will be required. These contracts are part of the district furniture procurement plan and establish a competitively bid furniture catalog from which Capital Projects and schools can order furniture. The district is not required to pay the amount listed in each contract, but may purchase furniture up to that contract amount.

The project, Furniture Procurement 2019-2020 was publicly advertised on May 24, 2018. The bid opening occurred on July 10, 2018, with a total of five (5) bids being received. This bid (Bid No. B05866) represents items that were included in Bid No. B018349 but were not awarded as submitted in Bid No. B018349 as they were not compliant with the bid requirements.

Based on the final evaluation, three (3) contracts will be awarded, two (2) of which are over \$250,000.

The contracts being awarded as part of the Procurement for 2019-2020 which will be in effect for two (2) years will be as noted below:

- Catalyst Workplace Activation Inc. in the amount not to exceed \$4,205,969.65;
- Evergreen Furnishings LLC in the amount not to exceed \$365,030.00;
- BRAG Investments DBA Saxton Bradley in the amount not to exceed \$52,570.00;

Total of all awarded Contracts: \$4,623,569.65

**b. Alternatives**

Do not approve the motion. This is not recommended. If the contracts are not awarded, the planned schedules for multiple Capital Projects will not be maintained as needed furniture will need to be procured on a per project basis which will delay the schedule.

**c. Research**

- Seattle School District/Heery Furniture Bids 2009, and rebid 2013
- Seattle School District Bids 2015

**5. FISCAL IMPACT/REVENUE SOURCE**

These contracts will establish a purchasing agreement for a period of two (2) years to purchase furniture for both BTA and BEX projects, in addition to other school needs. Purchases will be made from various funding sources.

Expenditure:  One-time  Annual  Multi-Year  N/A

Revenue:  One-time  Annual  Multi-Year  N/A

**6. COMMUNITY ENGAGEMENT**

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

**7. EQUITY ANALYSIS**

This motion was not put through the process of an equity analysis.

**8. STUDENT BENEFIT**

This motion helps ensure that the district is able to provide students safe and comfortable furniture that is conducive to learning.

**9. WHY BOARD ACTION IS NECESSARY**

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. \_\_\_\_\_, [TITLE], provides the Board shall approve this item
- Other: \_\_\_\_\_

**10. POLICY IMPLICATION**

Per Board Policy No. 6220, Procurement, any contract over \$250,000 must be brought before the Board for approval.

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Operations Committee meeting on August 22, 2018. The Committee reviewed the motion and moved this item forward to the full board with a recommendation for approval.

**12. TIMELINE FOR IMPLEMENTATION**

Upon approval of this motion, the contracts will be executed, establishing a purchasing agreement for furniture for a two (2) year period. As furniture needs are finalized for individual projects over that period, purchase orders will be executed for each project.

**13. ATTACHMENTS**

- For Approval B05866 Draft Agreement Business Interiors Northwest, Inc. DBA Catalyst Workplace Activation.
- For Approval B05866 Draft Agreement Evergreen Furniture, Fixtures, and Equipment, LLC DBA Evergreen Furnishings
- For Reference B05866 Draft Agreement BRAG Investments, Inc. DBA Saxton Bradley, Inc.

**AGREEMENT BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND VENDOR**

**FURNITURE PROCUREMENT FOR 2019-2020**

This Agreement (“Agreement”) effective as October 1, 2018, is made by and between SEATTLE SCHOOL DISTRICT No. 1 (“Owner”), and BUSINESS INTERIORS NORTHWEST, INC. DBA CATALYST WORKPLACE ACTIVATION (“Vendor”). Owner and Vendor are individually referred to as “Party” and collectively referred to as the “Parties.”

Owner and Vendor agree as follows:

**ARTICLE 1. THE CONTRACT**

- 1.01 Vendor shall furnish and deliver furniture as required by the Contract Documents, between the commencement of this contract and March 31, 2020, as and when ordered, pursuant to written Purchase Orders.
- 1.02 This Contract applies only to those items on the attached Bid Price Forms for the individual products for which Vendor was the low, responsive, responsible bidder.
- 1.03 Vendor shall perform all obligations in accordance with the provisions of this Agreement, which consists of the following documents (references are to provisions of the Furniture Procurement for 2019-2020 Specifications dated May 24, 2018.
  - a. This Agreement.
  - b. Addendum No. 1 dated June 18, 2018.
  - c. Advertisement for Bids, Section 00 11 00.
  - d. Instructions for Bidders, Section 00 21 13.
  - e. List of Products, Section 00 30 00.
  - f. Summary of Work, Section 01 10 00.
  - g. Executed Bid Form, Section 00 41 13, together with Attachment 2.
  - h. Substitution Requests, Section 01 63 10.
  - i. Indemnification Certificate, Section 00 62 60.
  - j. General Conditions for Seattle School District, Equipment Contracts, Section 00 72 00.
  - k. Vendor Awarded Bid Items

All of the foregoing, together with all other documents issued pursuant to or made a part of this Agreement, are sometimes collectively referred to as the “Contract” or “Contract Documents”.

All capitalized terms not defined herein shall have the same meaning given them in the General Conditions.

## **ARTICLE 2. PRICES**

- 2.01 As full compensation for satisfactory performance of all Vendor's obligations under this Contract, District shall pay Vendor for all furniture ordered at the prices in Vendor's bid as shown on the Bid Price Form, plus Washington state sales tax. The amount for this contract is not to exceed **FOUR MILLION, TWO HUNDRED FIVE THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND SIXTY-FIVE CENTS (\$4,205,969.65) plus Washington state sales tax.**
- 2.02 Unit prices for furniture shall be equal to the amount on the Bid Price Form.
- 2.03 The District shall make progress payments to Vendor, all as provided for in Part 6 of the General Conditions.

## **ARTICLE 3. DISTRICT'S REPRESENTATIVE**

- 3.01 The District may delegate duties to one or more District Representatives as such term is defined in the General Conditions.

## **ARTICLE 4. INSURANCE**

- 4.01 Prior to commencing Work, Vendor must furnish District all Certificates of Insurance required by the General Conditions.

## **ARTICLE 5. NOTICES**

- 5.01 All correspondence, requests, notices, and other communications to the District, in relation to this Agreement, shall be in writing and be delivered to:

Anita Hornby, Furniture, Fixtures and Equipment Manager  
Seattle Public Schools  
Capital Projects Department  
MS 22-332  
P.O. Box 34165  
Seattle, WA 98124-1165

- 5.02 All correspondence, requests, notices, and other communications to Vendor, in relation to this Agreement, shall be in writing and be delivered to:

Carolina Hileman  
Catalyst Workplace Activation  
10848 East Marginal Way  
Tukwila, WA 98168

- 5.03 Either Party may change such address by giving notice to the other Party in accordance with the provisions of this Article.

**ARTICLE 6. AUTHORITY**

6.01 Each individual executing this Agreement represents that he or she is authorized to execute this Agreement on behalf of the Party for whom he or she is executing and that this Agreement is valid and enforceable against such Party in accordance with its terms.

BUSINESS INTERIORS NORTHWEST, INC. DBA  
CATALYST WORKPLACE ACTIVATION

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

SEATTLE SCHOOL DISTRICT NO. 1

\_\_\_\_\_

By \_\_\_\_\_

Title Deputy Superintendent

Date \_\_\_\_\_

**AGREEMENT BETWEEN SEATTLE SCHOOL DISTRICT NO. 1 AND VENDOR**

**FURNITURE PROCUREMENT FOR 2019-2020**

This Agreement (“Agreement”) effective as of October 1, 2018, is made by and between SEATTLE SCHOOL DISTRICT No. 1 (“Owner”), and EVERGREEN FURNITURE, FIXTURES, AND EQUIPMENT, LLC DBA EVERGREEN FURNISHINGS (“Vendor”). Owner and Vendor are individually referred to as “Party” and collectively referred to as the “Parties.”

Owner and Vendor agree as follows:

**ARTICLE 1. THE CONTRACT**

- 1.01 Vendor shall furnish and deliver furniture as required by the Contract Documents, between the commencement of this contract and March 31, 2020, as and when ordered, pursuant to written Purchase Orders.
- 1.02 This Contract applies only to those items on the attached Bid Price Forms for the individual products for which Vendor was the low, responsive, responsible bidder.
- 1.03 Vendor shall perform all obligations in accordance with the provisions of this Agreement, which consists of the following documents (references are to provisions of the Furniture Procurement for 2019-2020 Specifications dated May 24, 2018.
  - a. This Agreement.
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All capitalized terms not defined herein shall have the same meaning given them in the General Conditions.

## ARTICLE 2. PRICES

- 2.01 As full compensation for satisfactory performance of all Vendor's obligations under this Contract, District shall pay Vendor for all furniture ordered at the prices in Vendor's bid as shown on the Bid Price Form, plus Washington state sales tax. The amount for this contract is not to exceed **THREE HUNDRED SIXTY-FIVE THOUSAND, THIRTY DOLLARS (\$365,030.00) plus Washington state sales tax.**
- 2.02 Unit prices for furniture shall be equal to the amount on the Bid Price Form.
- 2.03 The District shall make progress payments to Vendor, all as provided for in Part 6 of the General Conditions.

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## ARTICLE 5. NOTICES

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Anita Hornby, Furniture, Fixtures and Equipment Manager  
Seattle Public Schools  
Capital Projects Department  
MS 22-332  
P.O. Box 34165  
Seattle, WA 98124-1165

- 5.02 All correspondence, requests, notices, and other communications to Vendor, in relation to this Agreement, shall be in writing and be delivered to:

Todd Cunningham  
Evergreen Furniture, Fixtures, and Equipment, LLC  
dba Evergreen Furnishings  
16820 159<sup>th</sup> Ave. SE  
Snohomish, WA 98290

- 5.03 Either Party may change such address by giving notice to the other Party in accordance with the provisions of this Article.



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EVERGREEN FURNITURE, FIXTURES, AND  
EQUIPMENT, LLC DBA EVERGREEN FURNISHINGS

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

SEATTLE SCHOOL DISTRICT NO. 1

\_\_\_\_\_

By \_\_\_\_\_

Title Deputy Superintendent

Date \_\_\_\_\_

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**FURNITURE PROCUREMENT FOR 2019-2020**

This Agreement ("Agreement") effective as of October 1, 2018, is made by and between SEATTLE SCHOOL DISTRICT No. 1 ("Owner"), and BRAG INVESTMENTS, INC. DBA SAXTON BRADLEY, INC. ("Vendor").

Owner and Vendor are individually referred to as "Party" and collectively referred to as the "Parties."

Owner and Vendor agree as follows:

**ARTICLE 1. THE CONTRACT**

- 1.01 Vendor shall furnish and deliver furniture as required by the Contract Documents, between the commencement of this contract and March 31, 2020, as and when ordered, pursuant to written Purchase Orders.
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Seattle Public Schools  
Capital Projects Department  
MS 22-332  
P.O. Box 34165  
Seattle, WA 98124-1165

- 5.02 All correspondence, requests, notices, and other communications to Vendor, in relation to this Agreement, shall be in writing and be delivered to:

Andrew Woodcock  
BRAG Investments, Inc. dba Saxton Bradley, Inc.  
6718 S. 216th Street  
Kent, WA 98032

- 5.03 Either Party may change such address by giving notice to the other Party in accordance with the provisions of this Article.

### **ARTICLE 6. AUTHORITY**

6.01 Each individual executing this Agreement represents that he or she is authorized to execute this Agreement on behalf of the Party for whom he or she is executing and that this Agreement is valid and enforceable against such Party in accordance with its terms.

BRAG INVESTMENTS, INC. DBA  
SAXTON BRADLEY, INC.

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

SEATTLE SCHOOL DISTRICT NO. 1

\_\_\_\_\_

By \_\_\_\_\_

Title Deputy Superintendent

Date \_\_\_\_\_