

BATH COUNTY SCHOOLS
405 West Main Street
Owingsville, KY 40360
(606) 674-6314
www.bath.kyschools.us

*** * * REQUEST FOR PROPOSAL * * ***

BID REFERENCE:	<u>RFP-CAFETERIA FURNITURE - 2020</u>
BID POSTING DATE:	<u>July 20, 2020</u>
BID OPENING DATE & TIME:	<u>July 27, 2020</u>
DELIVERY AND INSTALLATION:	<u></u>
ITEMS:	<u>CAFETERIA FURNITURE</u>

BID PURPOSE: Bath County Schools (hereinafter DISTRICT) is soliciting sealed proposals that would, if accepted by the DISTRICT or their representative designees, establish contract(s), with the general and detailed terms, conditions, and specifications contained in these standard terms and conditions and in the proposal specific terms and conditions.

STANDARD TERMS AND CONDITIONS

INSTRUCTIONS FOR BIDDERS: These standard terms and conditions along with the proposal specific terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as part of your proposal. The DISTRICT may, at their discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, the specific terms will govern. The bidder acknowledges that he or she has read this invitation, understands it, and agrees to bind by its terms and conditions.

The public notice for this invitation, the invitation itself, and any addendums are available for view, download, or print from the Internet at <https://www.bath.kyschools.us> on the public notice date and until the time and date specified for the opening. The DISTRICT or their respective designees will review proposals.

Proposal submissions must be received at the Bath County Board of Education, 405 West Main Street, Owingsville, KY 40360, no later than the above specified opening time and date. Clearly label all proposal submissions with the reference number on the outside of the package. No other form of submission (e.g., telephone, facsimile, telegraph, mail, etc.) will be accepted. Submissions on company forms are subject to rejection. The DISTRICT cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver proposal submissions on time.

1. CLARIFICATION: For clarification or additional information relative to this invitation contact, Bath County Schools, by phone, (606) 674-6314 or e-mail vickie.wells@bath.kyschools.us.
2. PROCUREMENT CONSIDERATIONS: The DISTRICT conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules.

It is the clear intention of the DISTRICT to foster all procurement transactions in a manner to provide to the maximum extent practicable, open and free competition. (20 U.S.C. 1221e-3(a) (1) and 3474,-22 CFR 135)

The DISTRICT shall make positive efforts toward procuring and utilizing small business and minority-owned business sources of supplies and services. All such efforts shall be made to allow these sources the maximum feasible opportunity to compete for contracts.

All procurement procedures developed and implemented by the DISTRICT shall assure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and purchase alternatives will be made to determine which would be the most economical and practical procurement.

All DISTRICT solicitations for goods and services shall be based upon a clear and accurate description of

the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used as a means to define the performance of other salient requirements of procurement, and when so used to specify features of the named brand that must be met by bidders/offer's.

A contract will be entered into by the DISTRICT with only responsible offerors who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a bidder's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

The DISTRICT shall follow the principles of cost analysis in the review and evaluation of bids to determine if the bidder meets the requirements or reasonableness, allocability, and allowability.

3. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the bid certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation).

The costs quoted in the bid response are correct and have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.

The contents of the bid or bids have not been communicated by the bidder, or its employees, or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bids and will not be communicated to any such person prior to the official opening of the bid or bids. Bidder certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

The DISTRICT conducts collective bidding consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of any response and the actions taken by the bidder in preparing and submitting the response are in compliance with above sections of the Model Procurement Code.

The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky

and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of the DISTRICT, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the DISTRICT shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

4. CERTIFICATION REGARDING LOBBYING: The bidder certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the DISTRICT.

5. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION: The contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

6. **ERROR IN PROPOSAL:** No proposal may be altered, or amended after the specified time and date set for the opening. The DISTRICT or their respective designees reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest. The DISTRICT may allow the withdrawal of a proposal where there is a patent error on the face of the document, or where the proposer presents sufficient evidence, substantiated by worksheets, that the proposal was based upon an error in the formulation of the price.
7. **WITHDRAWAL OF PROPOSAL:** All proposals shall be valid for a period of thirty (30) days from the opening date to allow for tabulation, study, negotiation, and consideration by the DISTRICT or their respective designees. Any proposal may be withdrawn without prejudice, prior to the published bid opening date.
8. **ADDENDA:** The DISTRICT may issue addenda to the proposal after its release.
9. **REVIEW:** After the public opening of proposals received from the invitation, DISTRICT staff and officials will review the results, develop a preliminary tabulation, and may contact the top scored firms for further negotiation.
10. **PROTEST PROCEDURES:** The DISTRICT shall have authority to determine protests and other controversies of actual or prospective firms in connection with the solicitation or selection for award of a contract.

Any actual or prospective firm, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Bath County Board of Education. A protest or notice of other controversy regarding the solicitation must be filed prior to the bid opening. A protest or notice of other controversy regarding and award must be filed promptly within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

**Bath County Schools
405 West Main Street
Owingsville, KY 40360
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The DISTRICT shall issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The DISTRICT'S decision shall be final and conclusive.

11. **PRE-QUALIFICATION:** The DISTRICT reserves the right to pre-qualify any firm, especially those entities with which the district has had no past experience. Criteria for qualification shall include:
 - a. **SERVICE LEVEL:** If the DISTRICT does not have adequate historical data to determine the firm's ability to comply with the service level requirements outlined in this solicitation, then three

letters of reference from previous school district customers shall be requested to outline and provided.

- b. PAST PERFORMANCE: The firm must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.

- 12. NON-ASSIGNABILITY OF AWARD: The awarded bidder cannot convey this contract to its successors or assign it without the prior, express approval of the DISTRICT or their respective designees.
- 13. WARRANTY: The awarded bidder shall make available and honor all manufacturer's warranties, standard and extended, to the DISTRICT.
- 14. RECALLS: The awarded bidder shall notify the DISTRICT immediately of any product recalls. The awarded firm will issue a credit or comparable substitute for any delivered, recalled product at the DISTRICT's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded firm.
- 15. LIABILITY: The awarded bidder agrees to protect, defend, and save harmless the DISTRICT from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and awarded bidder further agrees to indemnify and save harmless the DISTRICT from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the bidders, his servants or agents. The awarded bidder will the DISTRICT harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the awarded bidder.
- 16. ACCOUNTING PRACTICES: During the life of any contract awarded as a result of this solicitation, the awarded firm must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process.
- 17. TERMINATION FOR CONVENIENCE: The DISTRICT reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The DISTRICT, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by

Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

18. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** The DISTRICT may terminate the resulting contract for non-performance, as determined by the DISTRICT, for such causes as:
 - a. Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the DISTRICT is not in its best interest, or failure to comply with the terms of this contract;
 - b. Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
 - c. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
 - d. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

19. **DEMAND FOR ASSURANCES:** In the event the DISTRICT has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

20. **NOTIFICATION:** The DISTRICT will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the satisfaction of the DISTRICT within ten (10) calendar days, the DISTRICT may terminate the contract by giving thirty (30) day notice, by registered or certified mail, of its intent to cancel this contract.

21. **ATTORNEY'S FEES:** In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the DISTRICT prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

22. COMPENSABLE DAMAGES FOR BREACH: The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the DISTRICT.

- e. Replacement costs
- f. Cost of repeating the competitive bidding procedure expenses
- g. Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by the DISTRICT for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

23. SEVERABILITY: If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

24. OTHER CONDITIONS:

- h. The awarded bidder shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and /or services.
- i. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- j. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against the DISTRICT shall be filed in the Bath County Circuit Court of the Commonwealth of Kentucky.
- k. The bidder assures the DISTRICT they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- l. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- m. The awarded bidder shall provide access to the DISTRICT, the Comptroller General of the United States, the United States Department of Agriculture, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.
- n. The awarded bidder shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- o. The awarded bidder shall retain all required records for three years after The DISTRICT final payments and all other pending matters are closed (7 CFR § 3016.36).

- p. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.
- q. The bidder is and shall remain in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- r. The bidder is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- s. The bidder is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- t. The awarded firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act as amended 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- u. The bidder is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- v. By submitting this document, the bidder certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response. For the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- w. The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of The DISTRICT, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to The DISTRICT shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
- x. The DISTRICT reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this request, may or may not be awarded.

BID SPECIFIC TERMS AND CONDITIONS

1. **BID FORMS:** Obtain the official bid documentation from the Bath County Schools website (<https://www.bath.kyschools.us/Content2/50>). By executing the Proposal Certification, the offeror acknowledges that he or she has read this invitation, understands it, and agrees to bind by its terms and conditions.
2. **PROJECT SCOPE:** Provide a design, using the furniture listed, or equivalent items, in the furniture price worksheet, for the upgrade of their elementary school cafeteria.
3. **PRICING:** The price quoted for each item shall be inclusive of all delivery and installation costs.
4. **QUANTITIES:** Quantities for each item are outlined in the price worksheet below. The DISTRICT reserves the right to increase or decrease quantities as the budget allows.
5. **INSTALLATION ADDRESS:**
Owingsville Elementary School
50 Chenault Drive
Owingsville, KY 40360
6. **REFERENCES:** Please provide at least three references (Name, Organization, Phone, and Email) for similar installations within the Commonwealth of Kentucky within the past three years. If you have not completed three installations in Kentucky provide references from contiguous states. The DISTRICT reserves the right to solicit additional, independent references as necessary.
7. **CRITERIA FOR EVALUATION OF PROPOSAL:** The DISTRICT will use the following criteria when evaluating the submissions.

	POINTS
1. Evaluated Bid Price	50
2. Installation Timeline	20
3. References	15
4. Warranties	15
POINT TOTAL	100

The respondent's ability to meet the DISTRICT'S requirements will be an important consideration in the evaluation of proposals.

Tabulation of results and proposals received will be made available after final acceptance and award of contract by the DISTRICT.

8. **BEST AND FINAL OFFER:** If following the preliminary scoring additional information is necessary to make a final decision, the District may ask the top scored offerors to submit their best and final offer.

The District may request only one best and final offer. The opportunity to request a best and final offer shall be at the discretion of the DISTRICT. The DISTRICT will notify the top scored firms in writing of the request for a best a final offer. The request will include the areas to be addressed by the offer and the date and time by which the offer must be received. No discussion shall be conducted with offerors after submission of a best and final offer except for a compelling reason as determined in writing by the DISTRICT.

After review of the best and final offers, the DISTRICT may award a contract or contracts to those respondents whose proposal(s) are determined in writing to be the most advantageous to the DISTRICT.

9. TRANSMITTAL OF ORDERS: DISTRICT shall issue a purchase order to the awarded bidder.

10. SCOPE OF WORK:

- a. The awarded bidder shall furnish all labor, materials and service necessary for the installation of furniture and relate furniture in strict accordance with the Contract Documents and local codes that is reasonably inferred. No extra charge will be allowed for that which the FC should have been familiar.
- b. Perform work in a timely manner consistent with the DISTRICT'S approved schedule; submit written notice of any manufacturer related problem that can or will cause a delay in the delivery or installation; substitution for failure to order furniture in a timely manner.
- c. Obtain and pay for all required permits, tests and inspections as required by State and local jurisdictions for the completion of this project.
- d. The awarded bidder shall be a current applicable license holder in the State / municipality where the project resides. The use of any other companies' license is not acceptable.
- e. Any publicity given to this project by the awarded bidder in the form of articles, video recordings, visits, etc., shall be approved by the DISTRICT.

11. WARRANTY: The awarded bidder shall make available and honor all manufacturer's warranties, standard and extended, to the DISTRICT.

12. RECALLS: The awarded bidder shall notify the DISTRICT immediately of any product recalls. The awarded bidder will issue a credit or comparable substitute for any delivered, recalled product at the DISTRICT's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded bidder.

13. VERIFICATION AND COORDINATION OF PROJECT / DATA:

- a. Verify all conditions at the building site(s), particularly door openings and passageways to avoid delivering items too large for entry. Coordinate with the District access to insure delivery of furniture to the required areas. Coordination shall include, but not be limited to, early delivery, hoisting, window removal and/or delay of wall construction.
- b. All shipments shall be FOB destination. Additional delivery charges, surcharges, and fuel charges are not permitted and will be deducted from any invoice by the DISTRICT prior to payment. Furniture shall be wrapped and crated at the factory and shall be delivered in

undamaged condition. Store all furniture and materials in such a manner as to prevent damage due to moisture, foreign materials, impact, or unintended use.

- c. Awarded bidder shall be responsible for the furniture until a review and inventory of the completed installation has been accomplished by the DISTRICT. Any damage to furniture prior to DISTRICT acceptance will be corrected by the awarded bidder with no additional cost. It is the sole responsibility of the awarded bidder to keep the furniture safe from use or damage while on site and before acceptance by the DISTRICT. Store all furniture and materials in such a manner as to prevent damage due to moisture, foreign material and impact.

14. SCHEDULE AND SPECIAL HANDLING:

- a. Time is of the essence in the completion of this project. Acceptance of the project constitutes a guarantee that upon notice to proceed, the awarded bidder can and will obtain all materials, furniture and manpower to permit overall completion of the entire project on schedule.
- b. Any anticipated delays outside of the awarded bidder's control shall be the subject of written notification to the DISTRICT. Such notification must be presented immediately upon the awarded bidder's realization that delays are imminent.
- c. Extra charges resulting from special handling or air shipment shall be paid by the awarded vendor if insufficient time was allowed in placing lead items.

15. DELIVERY AND INSTALLATION:

- a. Delivery
 - i. The furniture shall be delivered and installed on schedule. Coordinate all work with the District and other divisions as required.
 - ii. Extra charges resulting from special handling or shipment shall be paid by the awarded bidder if sufficient time was allowed in placing factory orders to ensure normal shipment.
- b. Installation
 - i. Work shall be coordinated and integrated to prevent conflict of work necessitating changes to work already completed. Should conflicts occur, notify the District for their coordination in its resolution.
 - ii. Verify all required field dimensions before fabrication.
 - iii. Repair all damage to the premises as a result of this installation.
 - iv. Daily remove and dispose of all debris from the site related to this installation.
 - v. All items shall be installed plumb, level and in proper elevation, plane location and in alignment with other work.
- c. CLEANING
 - i. Remove masking and protective covering from all finished surfaces; wash, clean and polish furniture, provide finish to glass, solid surface, plastic, laminate and other wearing surfaces, accessories, fixtures, etc. prior to the inspection and final acceptance of the completed installation.

16. PAYMENTS: The DISTRICT shall make payment in full upon delivery, installation, and successful completion of any punch-list items.

17. PROPOSAL INSTRUCTIONS: Proposals must be submitted in the format outlined in this section. For each proposal a minimum criteria checklist will be used in reviewing the proposal to determine if it is complete prior to actual evaluation. The DISTRICT reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive or incomplete to the requests for information contained herein.

- A. Cover Letter
- B. Signed RFP Certification
- C. Completed Furniture Price Worksheet
- D. Artist renderings of your proposed design
- E. Anticipated resources you will require from the DISTRICT
- F. A time-line for the project
- G. List of References

FURNITURE PRICE WORKSHEET

Item	Manufacturer Number	Item Description	QTY	Price Each	Price Extended
Table Base	STSP-36-36-30H-4R-T or equivalent	Spider Base, 36" x 36" x 30" H	5		
Table Base	STSP-5-22-30H-3R-T or equivalent	Stamped Spider Table Base-5" x 22", 3" D Column with 8" Square Top Plate for 30" High Table Top	16		
Booth	BRIG-1QB-CIR-34H-18S-FGGCB-FGPSS-T or equivalent	*Brighton Booth - 58" Double Booth (34" High) with Fiber Glass Gel Coat Backs, Fiberglass Polystone Seats & Powder Coated Steel Frame with Adjustable Glides, Fiberglass (Back & Seat), Style: Smooth, Back Gel Coat, Seat Polystone, Powder Coat	7		
Booth	BRIG-DB-34H58L-18S-FGGCB-FGPSS-T or equivalent	Brighton 1/4 Circle Booth - 46" L x 34" H x 25.5" D with Fiber Glass Gel Coat Backs, Fiberglass Polystone Seats & Powder Coated Steel Frame with Adjustable Glides, Fiberglass (Back & Seat), Style: Smooth, Back Gel Coat, Seat Polystone, Powder Coat	10		
Booth	BRIG-SB-34H58L-18S-FGGCB-FGPSS-T or equivalent	*Brighton Booth - 58" Single Booth (34" High) with Fiber Glass Gel Coat Backs, Fiberglass Polystone Seats & Powder Coated Steel Frame with Adjustable Glides, Fiberglass (Back & Seat), Style: Smooth, Back Gel Coat, Seat Polystone, Powder Coat,	2		
Chair	UT-214-FGPS-T or equivalent	Tuffy Wall Saver 4-Slat Metal Back Chair, Fiberglass Polystone Seat	10		
Table Top	S200-24-60-SQ-T or equivalent	**Series 200-24" x 60" Laminated Table Top with Square Corners and Acrylic Edge Band	8		
Table Top	S200--36D-T or equivalent	***Series 200-36" D Laminated Table Top with Acrylic Edge Band	5		

NOTE: All Laminates, Edge Bands, Powder Coat Colors, and Polystone Colors are TBD

***58" Length not 72"**

****24" x 60" not 24" x "72**

***** 36" Diameter not 42"**

REQUEST FOR PROPOSAL CERTIFICATION

We have read all the conditions and requirements of the request for proposal. In compliance with all general and specific terms and conditions of the request for proposal, in consideration of the detailed description attached hereto, and subject to the statements thereof, the undersigned agrees that, upon proper acceptance by the DISTRICT or its designee, of any part of the offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the offer accepted.

RFP CERTIFICATION

Bidding Firm

Authorizing Signature

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

RFP CLARIFICATION (Please provide contact information if the person authorized to answer questions regarding this RFP is different from above.)

Vickie Wells

Vickie.wells@bath.kyschools.us

Printed Name

Email Address

606 674-6314

606 674-2657

Phone #

Fax #

405 West Main Street

Owingsville, KY 40360

Address

City, State, Zip

