



KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
904 ROSE ROAD, ASHLAND, KY 41102-7104
Member Services (606) 928-0205
www.kedc.org

***** REQUEST FOR PROPOSALS *****

ADDENDUM 1

BID REFERENCE:	CAFETERIA FURNITURE - 2020
BID POSTING DATE:	JANUARY 14, 2020
ADDENDUM DATE:	JANUARY 21, 2020
BID OPENING DATE & TIME:	MONDAY, JANUARY 27, 2020, 10:00 AM EASTERN TUESDAY, JANUARY 28, 2020, 10:00 AM EASTERN
DELIVERY AND INSTALLATION:	APRIL 6 – 10, 2020
ITEMS:	CAFETERIA FURNITURE

ADDENDUM: All changes are indicated in RED.

BID PURPOSE: The KEDC board of directors (hereinafter KEDC) on behalf of the Somerset Independent Board of Education (hereinafter DISTRICT) solicits sealed proposals that would, if accepted by KEDC and 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.

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STANDARD TERMS AND CONDITIONS

1. 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. KEDC and 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 public notice for this invitation, the invitation itself, and any addendums are available for view, download, or print from the Internet at www.kpc4me.com on the public notice date and until the time and date specified for the opening. KEDC and the DISTRICT or their respective designees will review proposals.

KEDC is utilizing the services of KPC to post and accept responses for this RFP. KPC has an online interface that creates a confidential and encrypted electronic submission. Submission requires that each proposer have an updated vendor account. Instructions on how to register as a new user or update an existing account and complete the submission process can be found at <http://www.kpc4me.com/bid-opportunity>. For assistance with registration or technical questions regarding the online interface contact info@kpc4me.com.

Submit all proposals and any attachments via the online application. No other form of submission (e.g., paper, telephone, facsimile, telegraph, mail, etc.) will be accepted. Proposals submitted on company forms are subject to rejection. The bidder acknowledges that he or she has read this invitation, understands it, and agrees to bind by its terms and conditions.

2. CLARIFICATION: For clarification or additional information relative to this invitation contact, KEDC Member Services Team, by phone, (606) 928-0205 or e-mail info@kpc4me.com.
3. PROCUREMENT CONSIDERATIONS: KEDC and the DISTRICT conduct all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules.

It is the clear intention of KEDC and 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)

KEDC and 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 KEDC and 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 KEDC and 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 KEDC and 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.

KEDC and 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.

4. 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.

KEDC and the DISTRICT conduct 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 KEDC or 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.

5. 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.

6. 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."

By electronically signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by KEDC and the DISTRICT. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to KEDC and the DISTRICT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. ERROR IN PROPOSAL: No proposal may be altered, or amended after the specified time and date set for the opening. KEDC and 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. KEDC and 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.
8. 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 KEDC and the DISTRICT or their respective designees. Any proposal may be withdrawn without prejudice, prior to the published bid opening date.
9. ADDENDA: KEDC may issue addenda to the proposal after its release.
10. REVIEW: After the public opening of proposals received from the invitation, KEDC and DISTRICT staff and officials will review the results, develop a preliminary tabulation, and may contact the top scored firms for further negotiation.
11. PROTEST PROCEDURES: KEDC 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 Office of the Executive Director of KEDC. 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:

**Executive Director
KEDC
904 Rose Road
Ashland, KY 41102
(606) 928-0205**

KEDC 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 decision of KPC shall be final and conclusive.

12. PRE-QUALIFICATION: KEDC and the DISTRICT reserve the right to pre-qualify any firm, especially those entities with which KEDC or the district have had no past experience. Criteria for qualification shall include:
13. SERVICE LEVEL: If KEDC and the DISTRICT do 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.
14. 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.
15. NON-ASSIGNABILITY OF AWARD: The awarded bidder cannot convey this contract to its successors or assigns without the prior, express approval of KEDC and the DISTRICT or their respective designees.
16. WARRANTY: The awarded bidder shall make available and honor all manufacturer's warranties, standard and extended, to the DISTRICT.
17. 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.

18. **LIABILITY:** The awarded bidder agrees to protect, defend, and save harmless KEDC and 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 KEDC and 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 hold KEDC and 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.
19. **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.
20. **TERMINATION FOR CONVENIENCE:** KEDC and the DISTRICT reserve 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).
21. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** KEDC and the DISTRICT may terminate the resulting contract for non-performance, as determined by KEDC and 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 KEDC and 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.

22. DEMAND FOR ASSURANCES: In the event KEDC and the DISTRICT have 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.

23. NOTIFICATION: KEDC and 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 KEDC and the DISTRICT within ten (10) calendar days, KEDC and the DISTRICT may terminate the contract by giving thirty (30) day notice, by registered or certified mail, of its intent to cancel this contract.

24. 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 KEDC or the DISTRICT prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

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

26. 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.

27. 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 KEDC shall be filed in the Boyd County Circuit Court of the Commonwealth of Kentucky.
- k. 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 Pulaski County Circuit Court of the Commonwealth of Kentucky.
- l. The bidder assures KEDC and the DISTRICT they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- m. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- n. The awarded bidder shall provide access to KEDC, 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.
- o. The awarded bidder shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- p. 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).
- q. 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.
- r. 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).
- s. 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).

- t. 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).
- u. 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.
- v. 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).
- w. 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.
- x. 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.
- y. KEDC and the DISTRICT reserve 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 KPC website (www.kpc4me.com/bid-opportunities/). 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. **PRICING:** The price quoted for each item shall be inclusive of all delivery and installation costs.
3. **QUANTITIES:** Quantities for each item are outlined in the price worksheet below. **Provide itemized pricing as well as extended pricing for each item.** The DISTRICT reserves the right to increase or decrease quantities as the budget allows.
4. **INSTALLATION ADDRESS:**

Somerset High School
301 College Street
Somerset, KY 42501

5. FIELD MEASUREMENT: To schedule field measurement contact:
Ron Dixon, Head of Maintenance
(606) 305-2203
Or
Vicki Hall, Nutrition Services Program Assistant, FRAM Coordinator
(606) 679-4451 or (606) 219-2694
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. KEDC and the DISTRICT reserve the right to solicit additional, independent references as necessary.
7. CRITERIA FOR EVALUATION OF PROPOSAL: KEDC and 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	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 100

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

Following preliminary scoring, KEDC and the DISTRICT reserve the right to schedule oral presentations with up to three finalists to answer questions and to clarify KPC's understanding of the written proposal. KEDC and the DISTRICT reserve the right to not require oral presentations if they would not affect final rankings.

Criteria	Points
Oral presentation and demonstration	25

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

8. BEST AND FINAL OFFER: If following oral presentations (or preliminary scoring if oral presentations are not warranted) additional information is necessary to make a final decision, KEDC and the District may ask the top scored offerors to submit their best and final offer. KEDC and 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 KEDC and the DISTRICT. KEDC 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 KEDC and the DISTRICT.

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

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

10. DEFINITIIOS AND ABBREVIATIONS:

- a. INSTALL - as used in this section means to set in place, complete, secure, anchor and connect and in operable condition.
- b. FURNISH - as used in this section means to supply and deliver to the project ready for installation and in operable condition.
- c. PROVIDE - as used in this section means to supply all necessary material, labor, and furniture to furnish and install for final connection by appropriate trades.
- d. EQUAL – as used in this section means to be comparable in critical dimensions, capacity, features, utilities, and operation; if equal is submitted, pay all costs required to modify work of trade affected to accommodate proposed equal.
- e. ABBREVIATIONS
 - i. Americans with Disabilities ADA
 - ii. Above finished floor AFF
 - iii. Duplex convenience outlet DCO
 - iv. Furniture Contractor FC

11. SCOPE OF WORK:

- a. The Furniture Contractor (FC) 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. The FC for this project must have completed a minimum of three projects of similar size and complexity within the past five years. The project must have been a consultant specified project and the project must have been completed to the District’s satisfaction.
- d. Obtain and pay for all required permits, tests and inspections as required by State and local jurisdictions for the completion of this project.

- e. Pro Team Foodservice Advisors, LLC is the Consultant (Consultant) for this project and represents the DISTRICT in all matters including as a technical advisor. In order to function effectively the Consultant shall be advised of any modifications proposed by any party to this project which may affect the performance of this project. Please direct all technical questions regarding the project to:
 - ProTeam Foodservice Advisors
 - Paul A. Mackesey, Managing Partner
 - Mobile Phone: 608-516-2565
 - Office: 608-270-1178
- f. Drawings and specifications are intended to complement each other, so that neither is complete without the other. The FC should not submit pricing or bid, enter agreements or entertain execution of this contract without complete access to all contract documents. In the event of conflict between the drawings and the specifications, provide the greater scope between the drawings and specifications.
- g. All drawings produced by the Consultant are definitive only and are not to be used for construction or shop details. Consultant drawings are to be used to develop scope, bidding values, special condition details and coordination of the mechanical, electrical and plumbing requirements.
- h. Drawings and specifications are for assistance and guidance of the FC and indicate the arrangement and location of foodservice furniture. Any deviances of the intended layout and furniture configuration must be brought to the attention of the Consultant before installation is completed. The FC shall accept this and all requirements of the specifications with full knowledge and understanding of the requirements.
- i. FC 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. Provide a copy of the license as part of the shop drawings process.
- j. Any publicity given to this project by FC in the form of articles, video recordings, visits, etc., shall be approved by the DISTRICT.

12. REGULATIONS:

- a. All work and materials shall be in accordance with the latest rules, codes and/or regulations of agencies/authorities having jurisdiction. Furnish all foodservice furniture-related permits, approvals and installation as required.
- b. All regulations, including building codes and other codes applying to this jurisdiction should be followed.
- c. The Contract Documents shall govern whenever they require larger size or higher standard than required by regulations. When requirements of the Drawings exceed the written Specifications, the Drawings shall govern and when the written Specifications exceed the Drawings, the Specifications shall govern.
- d. Should it appear that the work intended or required to be described or any of the matters relative thereto are not sufficiently detailed or explained on the Drawings or in the

specifications, the FC shall apply to the Foodservice Consultant so additional information questions can be answered before contracting the work.

- e. When seismic regulations are applicable, all furniture shall be fabricated and installed in accordance with those regulations. All seismic requirements shall be shown on all submittals. Submit required information to the agencies and authorities having jurisdiction.
- f. No extra charge will be paid for furnishing items required by the regulations, but not specified and/or shown on the Drawings.
- g. Ruling and interpretations of the enforcing agencies shall be considered a part of the regulations.
- h. Substitutions or alternate manufacturer requests:
 - i. Substitution requests must be supplemented by sufficient information in the form of manufacturer technical specifications, drawings, pictures and or samples to evaluate equality, appearance and all other rated conditions.
 - ii. Written substitution requests must be made by FC. Substitution will not be allowed if submitted without prior approval.
 - iii. Where substitutions are made by the FC, with the approval, the FC shall be responsible and pay the cost of any consequential modifications which may result from the substitution.

13. WARRANTY: In addition to honoring all manufacturer warranties the FC also agrees to the following:

- a. Provide all labor, materials and incidental expenses to address failures and maintain proper operation of all related furniture. Systems to be kept in full working condition for a period of one (1) year from the date of acceptance by the District. Any parts requiring replacement during warranty period shall be replaced with new parts and installed at no cost to the District.
- b. Furniture shall be serviced / repaired within a reasonable period of time by a competent and factory-trained local repair / service agency. Service shall be performed within 14 days of request of service. Repairs not completed within 14 days will allow the District to contract with an outside agency and charge the costs to the FC.

14. SUBMITTALS:

- a. Product Data
 - i. After award of contract and before proceeding with the purchase of manufactured furniture, develop the information listed below and submit a printed copy and an electronic copy in Adobe Acrobat PDF format complete as directed by the Consultant with:
 - 1. Cover sheet including the name of the project with date of submission.
 - 2. Title Sheet including an index, name and address for the District, Consultant and Furniture Contractor.
 - 3. Provide all samples of materials requested by Foodservice Consultant for test purposes or comparisons. Samples used for testing shall not be used on the project without the approval of the Foodservice Consultant.

15. 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. FC 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 FC with no additional cost. It is the sole responsibility of the FC 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.

16. 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 FC can and will obtain all materials, furniture and manpower to permit overall completion of the entire building project on schedule.
- b. Any anticipated delays outside of the FC control shall be the subject of written notification to the DISTRICT. Such notification must be presented immediately upon FC realization that delays are imminent.
- c. Failure of manufacturers to meet promised delivery dates will not indemnify FC for failure to meet schedules, unless FC can establish, in writing, that order were received by the manufacturer with reasonable lead times.
- d. Extra charges resulting from special handling or air shipment shall be paid by the FC if insufficient time was allowed in placing lead items.
- e. All furniture is to be delivered and installed between April 6 and April 10, 2020.

17. COMMERCIALY MANUFACTURED FURNITURE:

- a. All items of standard furniture shall be the latest model available at time of delivery. Items of same type and use shall be by the same manufacturer.
- b. Manufacturer's directions shall be followed in cases where the manufacturer of articles used in this contract furnishes direction or covers points not shown on the drawings or specifications.

18. 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 FC if sufficient time was allowed in placing factory orders to ensure normal shipment.
- b. Installation

- i. A competent project manager representing the FC shall be present during progress of FC work. 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.

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

20. FURNITURE:

NOTE 1: Where multiple names and model numbers of foodservice furniture manufacturers are provided within the Furniture Item Schedule, the first named manufacturer shall be utilized to determine the design, capacity, materials and performance standards upon which other approved manufacturers shall be tested. Similar furniture types shall be of the same manufacturer.

NOTE 2: All items shall be provided with standard accessories for the first named manufacturer.

a. ITEM 1 BOOTHS, MOBILE STYLE WITH MOBILE TABLES

Eight sets required, total of sixteen units

Palmer Hamilton / Carroll Seating Company or approved equal Sico or Johnson model

Sixteen Model PH15-60FBB 60" long mobile booths with folding seats installed in the

configuration shown on the Drawings as further described and with the following accessories for each:

- i. Laminate back in the District's choice of Group 1 laminate color. Group 1 applies to all laminate choices for this project.
- ii. Fiberglass bench, standard choice of color by District.
- iii. Fiberglass back with standard choice of laminate by District.
- iv. Eight Model ATGOFT292442, Aero 24" x ~~42~~ 60" mobile flip-top table in the District's choice of laminate color.
- v. Field verify room layout for shop drawing of final furniture configuration and layout.
- vi. Locking casters.

b. ITEM 2 TABLES, ~~30~~ 24 X 72

Seven required

Palmer Hamilton / Carroll Seating Company

Seven Model ATTGOFT292472 rectangular, flip top, mobile standard weight millwork tables with T-base metal mobile pedestals as shown on the Drawings with the following accessories for each:

- i. Table top with standard choice of laminate top by District.
- ii. Black (BLK) table base and supports.
- iii. 1 1/8" thick table top with SMART Edge in the District's choice of laminate and edge color.
- iv. Built-in locking casters.

c. ITEM 3 TABLES, ROUND, 60"

~~Six~~ Eight required

Palmer Hamilton / Carroll Seating Company

~~Six~~ Eight Model ~~22M132960RD~~ 132960RD, 60" round, flip top, mobile standard weight millwork tables with metal mobile base installed in the locations as shown on the Drawings with the following accessories:

- i. Table top with standard choice of laminate top by District.
- ii. Black (BLK) table base and supports.
- iii. 1 1/8" thick table top with SMART Edge in the District's choice of laminate and edge color.
- iv. Built-in casters.

d. ITEM 4 TABLES, 24 X 48

~~Nine~~ Ten required

Palmer Hamilton / Carroll Seating Company

~~Nine~~ Ten Model ATTGOFT292448 24" x 48" rectangular, flip top, mobile standard weight millwork tables with T-base metal mobile pedestals installed in the locations as shown on the Drawings with the following accessories for each:

- i. Table top with standard choice of laminate top by District.
- ii. Black (BLK) table base and supports.
- iii. 1 1/8" thick table top with SMART Edge in the District's choice of laminate and edge color.
- iv. Built-in casters.

e. ITEM 5 TABLES, CAFÉ STYLE / PUB HEIGHT

Four required

Palmer Hamilton / Carroll Seating Company

Four Model ATX4236SQ, 36" square, standard weight pub height millwork tables with metal mobile base installed in the locations as shown on the Drawings with the following accessories:

- i. Table top with standard choice of laminate top by District.
 - ii. Black (BLK) table base and supports.
 - iii. 1 1/8" thick table top with SMART Edge in the District's choice of laminate and edge color.
 - iv. Table guides.
- f. ITEM 6 TABLES, ROUND, 60", ADJUSTABLE HEIGHT (ADA COMPLIANT)
 - Two required
 - Palmer Hamilton / Carroll Seating Company
 - Two Model 22M13AJ60RD, 60" round, flip top, mobile adjustable height, standard weight millwork tables with metal mobile base installed in the locations as shown on the Drawings with the following accessories for each:
 - i. Table top with standard choice of laminate top by District.
 - ii. Black (BLK) table base and supports.
 - iii. 1 1/8" thick table top with SMART Edge in the District's choice of laminate and edge color.
 - iv. Built-in casters.
- g. ITEM 7 OPEN NUMBER
- h. ITEM 8 OPEN NUMBER
- i. ITEM 9 TABLES, 30 X 48 PUB HEIGHT
 - Four required
 - Palmer Hamilton / Carroll Seating Company
 - Four Model ATT423048, 30" x 48" rectangular, standard weight pub height millwork tables with metal mobile base installed in the locations as shown on the Drawings with the following accessories for each:
 - i. Table top with standard choice of laminate top by District.
 - ii. Black (BLK) table base and supports.
 - iii. 1 1/8" thick table top with SMART Edge in the District's choice of laminate and edge color.
 - iv. Table glides.
- j. ITEM 10 CHAIRS
 - ~~One hundred and seventy-two (172)~~ One hundred and seventy (170) required ~~(Four not shown on the Drawings)~~
 - Palmer Hamilton / Carroll Seating Company
 - ~~One hundred and seventy-two (172)~~ One hundred and seventy (170) Model KUR.PURSE.4L.LAM metal chairs installed in the locations shown on the Drawings with the following accessories for each:
 - i. KUR.PURSE.4L.LAM
 - ii. Laminate finish in the standard choice by District.
- k. ITEM 10B CHAIR CART
 - ~~One~~ Two required

Palmer Hamilton / Carroll Seating Company

~~One~~ ~~Two~~ each Model SCC630P triple chair carts, confirm compatibility with specified chair (KUR.PURSE.4L.LAM).

Provide itemized price for chair cart for actual quantity ordering.

I. ITEM 11 CHAIRS / PUB HEIGHT

~~Thirty-six (36)~~ ~~Thirty-two (32)~~ required (Four not shown on the Drawings)

Palmer Hamilton / Carroll Seating Company

~~Thirty-six (36)~~ ~~Thirty-two (32)~~ Model ~~KUR.VII.HOCKER.HB.4L.LAM~~ KUR.VII.HOCKER.HB.SL.LAM

metal chairs installed in the locations shown on the Drawings with the following accessories for each:

- i. Standard chrome finish.
- ii. Laminate finish in the standard choice by District.
- iii. Sled base option

m. ITEM 11B CHAIR/PUB HEIGHT CART

One required

Palmer Hamilton / Carroll Seating Company

One each Model SCC630P triple chair cart, confirm compatibility with specified chair (~~KUR.VII.HOCKER.HB.4L.LAM~~ KUR.VII.HOCKER.HB.SL.LAM).

Provide itemized price for chair cart for actual quantity ordering.

n. ITEM 12 TABLES, 30 X 48

Six required

Palmer Hamilton / Carroll Seating Company

Six Model ATTGOF293048, 30" X 48" flip top, mobile standard weight millwork tables with metal mobile base installed in the locations as shown on the Drawings with the following accessories for each:

- i. Table top with standard choice of laminate top by District.
- ii. Black (BLK) table base and supports.
- iii. 1 1/8" thick table top with SMART Edge in the District's choice of laminate and edge color.
- iv. Built-in casters.

END OF SPECIFICATIONS

080119

PRICE WORKSHEET

Item 1	Booths, mobile style with mobile tables			
Model	Description	Quantity	Price Each	Price Extended
PH15-60FBB	60" long mobile booths with folding seats	16		
ATTGOFT292442	Aero 24" x 42 60" mobile flip-top table	8		

Item 2	Tables 30" 24" x 72"			
Model	Description	Quantity	Price Each	Price Extended
ATTGOFT292472	Rectangular, flip top, mobile standard weight millwork tables with T-base metal mobile pedestals	7		

Item 3	Tables, Round, 60"			
Model	Description	Quantity	Price Each	Price Extended
22M132960RD 132960RD	60" round, flip top, mobile standard weight millwork tables with metal mobile base	6 8		

Item 4	Tables, 24" x 48"			
Model	Description	Quantity	Price Each	Price Extended
ATTGOFT292448	24" x 48" rectangular, flip top, mobile standard weight millwork tables with T-base metal mobile pedestals	9 10		

Item 5	Tables, Café Style/Pub Height			
Model	Description	Quantity	Price Each	Price Extended
ATX4236SQ	36" square, standard weight pub height millwork tables with metal mobile base	4		

Item 6	Tables, Round, 60", Adjustable Height (ADA Compliant)			
Model	Description	Quantity	Price Each	Price Extended
22M13AJ60RD	60" round, flip top, mobile, adjustable height, standard weight millwork tables with metal mobile base	2		

Item 7	Open Number
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Item 8	Open Number
---------------	--------------------

Item 9	Tables, 30" x 48" Pub Height			
Model	Description	Quantity	Price Each	Price Extended
ATT423048	30" x 48" rectangular, standard weight pub height millwork tables with metal mobile base	4		

Item 10	Chairs			
Model	Description	Quantity	Price Each	Price Extended
KUR.PURSE.4L.LAM	Metal chairs	172 170		

Item 10B	Cart - Chairs			
Model	Description	Quantity	Price Each	Price Extended
SCC630P	Triple chair carts (confirm compatibility with KUR.PURSE.4L.LAM)	± 2		

Item 11	Chairs/Pub Height			
Model	Description	Quantity	Price Each	Price Extended
KUR.VII.HOCKER.HB.4L.LAM KUR.VII.HOCKER.HB.SL.LAM	Metal chairs	36 32		

Item 11B	Cart - Chairs/Pub Height			
Model	Description	Quantity	Price Each	Price Extended
SCC630P	Triple chair carts (confirm compatibility with KUR.VII.HOCKER.HB.4L.LAM KUR.VII.HOCKER.HB.SL.LAM)	1		

Item 12	Tables, 30" x 48"			
Model	Description	Quantity	Price Each	Price Extended
ATTGOFT293048	30" X 48" flip top, mobile standard weight millwork tables with metal mobile base	6		

Proposed Installation Dates: _____

CAFETERIA FURNITURE PROPOSAL CERTIFICATION

STATEMENT OF SUBMISSION

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

Include in your proposal:

- 1) This Certification form with the lower section completed and signed,
- 2) A fully completed price worksheet.
- 3) Product documentation including warranty information.
- 4) Reference List (Name, Organization, Phone Number, Email Address)
- 5) Specification deviation documentation (if applicable).

_____	_____
Bidding Firm	Authorizing Signature
_____	_____
Address 1	Printed Name
_____	_____
Address 2	Phone #
_____	_____
City	Fax #
_____	_____
State	Zip
_____	_____
	Email Address

SEATING LAYOUT