

Bourbon County Board of Education

**3343 Lexington Road
Paris, KY 40361
(859) 987-2180**

www.bourbon.kyschools.us

*** * * INVITATION TO BID * * ***

SFS BID FY 2018-100

BID REFERENCE:	<u>CAFETERIA TABLES - 2018</u>
BID POSTING DATE:	<u>April 20, 2018</u>
SITE OBSERVATION:	<u>May 2, 2018, 9:00am</u>
BID OPENING DATE & TIME:	<u>May 17, 2018, 3:00pm</u>
CONTRACT AWARD DATE:	<u>May 18, 2018</u>
ITEMS:	<u>Cafeteria Tables</u>

STANDARD TERMS AND CONDITIONS

1. **BID PURPOSE:** Bourbon County Board of Education (hereinafter Bourbon County Schools) solicits sealed bids that would, if accepted by the Board of Education or its designee, establish contracts, with the general and detailed terms, conditions, and specifications contained in these standard terms and conditions and in the bid specific terms and conditions.
2. **INSTRUCTIONS FOR BIDDERS:** These standard terms and conditions along with the bid specific terms and conditions apply to all bids submitted. Explain any requested deviations or exceptions as part of your bid proposal. Bourbon County Schools may, at their discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and bid specific terms the bid specific terms will govern. Bid tabulations will be made by district staff and, after the Bourbon County Board of Education or its designee has taken official action, will be posted to the above website.
3. **BID FORMS AND RETURN INSTRUCTIONS:** The public notice for this invitation, the invitation itself, and any addendums are available for view, download, or print from the Internet at www.bourbon.kyschools.us on the public notice date and until the time and date specified for the opening. District staff and the Board or its designee will review bid submissions.

Bid submissions must be received at the Bourbon County Schools at 3343 Lexington Road, Paris, KY 40361, no later than the above specified opening time and date. Clearly label all bid submissions with the bid reference number on the outside of the package. Faxed or emailed submissions will NOT be accepted. Bid submissions received after the time designated will not be opened. Bourbon County Schools cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver bid submissions on time. May 2, 2018 at 9:00 am at the Bourbon County Central Office, 3343 Lexington Rd. Paris, KY 40361, prospective bidders may review and measure the cafeteria areas for schematic design and space availability.

4. The bidder acknowledges that the bidder has read this invitation, understands it, and agrees to bind by its terms and conditions.
5. **CLARIFICATION:** For clarification or additional information relative to this bid invitation contact Andrea Kiser Bourbon County Schools by phone at (859) 987-2180 ext. 1124.

6. **PROCUREMENT CONSIDERATIONS:** Bourbon County Schools conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules. It is the clear intention of Bourbon County Schools 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)

Bourbon County Schools 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 Bourbon County Schools 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 Bourbon County School bids and 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.

A contract will be entered into by Bourbon County Schools with only responsible bidders 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.

Bourbon County Schools 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.

7. **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 Bourbon County Schools collective bidding process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of the bid response and the actions taken by the bidder in preparing and submitting the bid 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 Bourbon County Schools, 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 Bourbon County Schools 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.

8. **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 Bourbon County Schools.

9. **CERTIFICATION CONCERNING DEBARMENT 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 Bourbon County Schools. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Bourbon County Schools, 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.

10. **ERROR IN BID:** No bid may be altered, or amended after the specified time and date set for the bid opening. The Bourbon County Schools or its designee reserves the right to waive defects and informalities in bids, to reject any or all bids, or to accept any bid as may be deemed to its interest. Bourbon County Schools may allow the withdrawal of a bid where there is a patent error on the face of the bid document, or where the bidder presents sufficient evidence, substantiated by bid worksheets, that the bid was based upon an error in the formulation of the bid price.
11. **WITHDRAWAL OF BID:** All bids shall be valid for a period of thirty (30) days from the bid opening date to allow for tabulation, study, and consideration by the Bourbon County Schools or its designee. The bidder may withdraw a bid, without prejudice, prior to the published bid opening date.
12. **ADDENDA:** Bourbon County Schools may issue addenda to the bid after its release.
13. **REVIEW:** After the public opening of proposals received from the Bid Invitation, Bourbon County School staff and officials will review the results, develop a preliminary tabulation, and may contact the bidder for the purpose of clarification only.
14. **PROTEST PROCEDURES:** The Bourbon County Board of Education or its designee shall have authority to determine protests and other controversies of actual or prospective Bidders in connection with the solicitations or selection for award of a contract.

Any actual or prospective bidder, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Chairman of the Bourbon County Board of Education. A protest or notice of other controversy 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:

Amy Baker
Superintendent
3343 Lexington Road
Paris KY 40361

The Bourbon County Board of Education or its designee 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 the Bourbon County Board of Education shall be final and conclusive.

15. PRE-QUALIFICATION: Bourbon County Schools reserves the right to pre-qualify any bidder, especially those which has not previously participated in the Bourbon County Schools bid program. Criteria for qualification shall include:
 - a. Product Line: The bidder shall provide proof that all items listed in the catalog are in stock or quickly obtained.
 - b. Financial Capacity - The potential bidder shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
 - c. Service Level - If Bourbon County Schools does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this bid invitation, then three letters of reference from previous school district customers shall be provided.
 - d. Past Performance – The bidder 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.
16. NON-ASSIGNABILITY OF AWARD: The awarded bidder cannot convey this contract to its successors or assigns without the prior, express approval of Bourbon County Schools or its designee.
17. QUANTITIES: It shall be understood that the bid contract will not obligate Bourbon County Schools to purchase from the Bid Contract.
18. WARRANTY: The awarded bidder shall make available and honor all manufacturer's warranties, standard and extended, to all Bourbon County Schools.
19. RECALLS: The awarded bidder shall notify Bourbon County Schools immediately of any product recalls. The awarded bidder will issue a credit or comparable substitute for any delivered, recalled product at the Bourbon County School's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded bidder.
20. LIABILITY: The awarded bidder agrees to protect, defend, and save harmless Bourbon County Schools 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 Bourbon County Schools 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 Bourbon County Schools 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.

21. ACCOUNTING PRACTICES: During the life of any contract awarded as a result of this bid, the successful bidder 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.
22. TERMINATION FOR CONVENIENCE: Bourbon County Schools 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. Bourbon County Schools, 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).
23. TERMINATION FOR NON-PERFORMANCE (DEFAULT): Bourbon County Schools may terminate the resulting contract for non-performance, as determined by Bourbon County Schools, 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 Bourbon County Schools 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.

24. DEMAND FOR ASSURANCES: In the event Bourbon County Schools 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.
25. NOTIFICATION: Bourbon County Schools will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to Bourbon County Schools' satisfaction within ten (10) calendar days, Bourbon County Schools may terminate the contract by giving forty-five (45) day notice, by registered or certified mail, of its intent to cancel this contract.
26. 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 Bourbon County Schools prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
27. OTHER CONDITIONS:
- a. 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.
 - b. 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.
 - c. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against Bourbon County Schools shall be filed in the Bourbon County Circuit Court of the Commonwealth of Kentucky.
 - d. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against Bourbon County Schools shall be filed in Bourbon County jurisdiction.
 - e. The bidder assures Bourbon County Schools they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
 - f. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
 - g. The awarded bidder shall provide access to Bourbon County Schools, 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.
 - h. The awarded bidder shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.

- i. The awarded bidder shall retain all required records for three years after Bourbon County Schools final payments and all other pending matters are closed (7 CFR § 3016.36).
- j. 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.
- k. 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).
- l. The bidder is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- m. 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).
- n. 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.
- o. 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).
- p. 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.
- q. 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 Bourbon County Schools, 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 Bourbon County Schools 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.
- r. Bourbon County Schools reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this sealed bid, may or may not be awarded.

BID SPECIFIC TERMS AND CONDITIONS

1. **BID FORMS:** Bidders must obtain the official bid documentation including the bid certification from the bid packet from the Bourbon County Schools website. By executing the Bid Certification, the bidder acknowledges that he or she has read this invitation, understands it, and agrees to bind by its terms and conditions.
2. **RETURN INSTRUCTIONS:** Submit one (1) copy of the completed Bid Certification, price worksheet document, product documentation including warranty information, references, and product deviations (if applicable) in a properly addressed sealed envelope. All envelopes should be **CLEARLY** marked **with the bid reference number** on the outside of the envelope. The bidder should retain a duplicate copy. Bidders may keep all other pages for their files. An officer or member of the bidding firm who is authorized to legally bind the firm must sign the bid certification. The Bid Certification must be submitted with an original signature. The Bid Invitation Forms must be used without alterations. Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on Bourbon County School's official forms. Bids submitted on company forms may be rejected.
3. **CONTRACT PERIOD:** The bid will be awarded upon approval by the Bourbon County Board of Education.
4. **PRICING:** The price quoted for each table shall be inclusive of all delivery and installation costs.
5. **QUANTITIES:** Quantities for each table along with delivery locations are outlined in the price worksheet below.
6. **REFERENCES:** Please provide at least five references (Name, Organization, Phone, and Email) for similar installations within the Commonwealth of Kentucky within the past three years. If you have not completed five installations in Kentucky provide references from contiguous states. Bourbon County Schools reserves the right to solicit additional, independent references as necessary.
7. **CRITERIA FOR EVALUATION OF BID:** Bourbon County Schools will use the following criteria when evaluating the Bid Award.

	POINTS
1. Evaluated Bid Price	50
2. Schematic Design	20
3. Installation Timeline	10
4. References	10
5. Warranties	<u>10</u>
POINT TOTAL	100

The bidder's ability to meet Bourbon County School's requirements will be an important consideration in the evaluation of this bid. Priority consideration will be given to the bidder with the highest point total, however, other factors may also be used to determine the award. In the case of identical bids, Bourbon County Schools reserves the right to select and to award the contract by whatever method it chooses.

8. TRANSMITTAL OF ORDERS: Bourbon County Schools shall issue a purchase order to the awarded bidder.
9. DELIVERY: The successful bidder must deliver the tables to the addresses outlined in the price worksheet below. The cost of the table must be the delivered cost (FOB destination). Additional delivery charges, surcharges, and fuel charges are not permitted and will be deducted from any invoice by Bourbon County Schools prior to payment.
10. INSTALLATION: All tables are to be unpackaged and assembled by the successful bidder. The successful bidder is responsible for removal and disposal of all packing materials.
11. TIMELINE: All tables are to be delivered and installed between June 1 and July 31.
12. PAYMENTS: Bourbon County Schools shall make payment in full upon delivery and installation.
13. PRODUCT SPECIFICATIONS: All products bid must meet the following minimum requirements. If bidding an alternate a list of all deviations from these specifications must be attached with your response.
 - a. Tops and benches (if equipped) shall have a minimum .040" high-pressure laminate, per NEMA specifications.
 - b. Tops shall use High Pressure Laminate backer sheet, providing balanced construction.
 - c. Tabletop edges shall be un-banded and sealed with a sprayed urethane Armor Edge bonded to core for durability, moisture control and sanitation. 1-1/2" corner radius for durability and top plastic protection bonded to 18 mm (0.709") core with 5/8" edge radius for durability, moisture control and sanitation; (T-BAND NOT ACCEPTABLE).
 - d. Tabletop core shall be 18mm (0.709") 32# Ultralight Medium Density fiberboard (MDF); (PARTICLEBOARD OR PLYWOOD NOT ACCEPTABLE).
 - e. Tops and benches (if equipped) shall be fastened to frame by expansion rivets; (WOOD SCREWS NOT ACCEPTABLE).
 - f. Tabletop frame shall be 14-gauge structural steel with 2" deep channel (one piece). The entire top frame shall be unitized construction with fully enclosed ends for support and strength. Legs shall operate from top frame—not tabletop.
 - g. Table legs to be held securely in the frame with use of a nylon retainer as a bearing surface. No metal-to-metal contact with table legs through the frame channel allowed.
 - h. Vertical center hinges shall be 7-gauge structural steel. Horizontal hinges not acceptable for sanitation purposes.
 - i. Table shall fold in one easy operation, assisted by Mechanical Strut Lift Assist System. Strut shall be all steel construction, completely self-contained, internally permanently lubricated with food-grade lubrication, 100% E-coated (Electrophoretic dip) finish, corrosion resistant, insensitive to temperature or harsh environment, marked with serial number from manufacturer and made in the USA; (STEEL TORSION BARS OR GAS (PNEUMATIC) STRUTS NOT ACCEPTABLE).
 - j. Pivot points shall be a minimum 3/8" diameter steel bolts with aircraft lock nuts.
 - k. Metal parts to be high quality nickel chrome plated (or high quality powder coat) on high use/abuse areas, textured powder-coat enamel on low contact areas to reduce fingerprints.
 - l. Stools must rest itself 3-3/4" down on the load-bearing column.
 - m. Each stool (if equipped) shall be as follows:
 - : 11" x 14.25" contoured stool one-piece heavily ribbed ABS plastic with a surface area of 160 in²; (FLAT RECTANGULAR OR SQUARE STOOL NOT ACCEPTABLE).

- n. Stool and bench (if equipped) lateral support arm shall be 1-1/4" 16 gauge HSLA steel with a 1" 16 gauge HSLA steel direct-to-floor load-bearing column. HSLA steel shall have minimum 70,000 psi yield strength.
- o. Tubular legs must be 16-gauge HSLA CREW steel with minimum 70,000 psi yield strength. All weldments must be full circumference convex welds.
- p. Table shall not have floor level leg members "tripping bars" between seats.
- q. Formaldehyde-free adhesives must be used to attach the top laminate and High Pressure Laminate backer sheet.
- r. In folded position unit shall rest on maximum of 4 x 4" diameter ball bearing raceway casters with non-marking sanitized TPR wheels and immobile center color thread guard.
- s. Table must be GREENGUARD certified.
- t. Tables must be Underwriters Laboratory listed (UL) (except Associate).
- u. Manufacturer shall provide written Limited Lifetime warranty.
- v. Table shall have manufacturer's serial number on frame with expanded parts list and operational instructions attached under tabletop.

PRICE WORKSHEET

BOURBON COUNTY HIGH SCHOOL Capacity: 285

Table Color: Standard Color

3341 Lexington Road.
Paris, KY 40361

Table	Model	Quantity	Price	Line Total
Oblong, 12' L 12 Stools / Equivalent				
Oval, 12'L or less 12 Stools/Equivalent				
Round, 8-Stools / Equivalent				
			School Subtotal	

BOURBON COUNTY MIDDLE SCHOOL Capacity: 204

Table Color: Standard Color

3339 Lexington Road
Paris , KY 40361

Table	Model	Quantity	Price	Line Total
Oblong, 12' L 12 Stools / Equivalent				
Oval, 12'L or less 12 Stools/Equivalent				
Round, 8- stools / Equivalent				
			School Subtotal	

Location

Subtotal

High School

Middle School

TOTAL

BOURBON COUNTY SCHOOLS BID 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 the Bourbon County Board of Education of any part of the bid offer 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 Sealed Bid Packet:

- 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