

# Laurel School District



## School and Office Furniture for Laurel Elementary School Invitation to Bid

**Contract No. LSD1701-ElementaryFFE**

**April 10, 2017**

**- Deadline to Respond -  
May 12, 2017  
9:00 am (Local Time)**

Contract No. **LSD1701-ElementaryFFE**  
Contract Title: **School and Office Furniture for Laurel Elementary School**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for LSD1701-ElementaryFFE. The invitation consists of the following:

- I. DEFINITIONS and GENERAL PROVISIONS
  - A – GENERAL PROVISIONS
  - B – AWARD AND EXECUTION OF CONTRACT
  - C – GENERAL AUTHORITY
  - D – EQUAL OPPORTUNITY
- II. SPECIAL PROVISIONS
- III. TECHNICAL SPECIFICATIONS
- IV. BID QUOTATION REPLY SECTION

**ATTACHMENTS**

- A – PROPOSAL REPLY REQUIREMENTS
- B – NO BID REPLY FORM
- C – NON-COLLUSION STATEMENT AND ACCEPTANCE
- D – BID BOND
- E – PERFORMANCE BOND
- F – SUBCONTRACTOR INFORMATION FORM
- G – ITB EXCEPTIONS
- H – CONFIDENTIAL AND PROPRIETARY INFORMATION
- I – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION

APPENDIX A – PRICING SPREADSHEET

APPENDIX B – DEPARTMENT OF LABOR – PREVAILING WAGE DETERMINATION

Both appendixes are made part of this solicitation and are available for download at the following site:

<http://bids.delaware.gov/>

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by MONDAY, MAY 12, 2017 at 9:00 AM (Local Time).

**Bids shall be submitted to:**

**LAUREL SCHOOL DISTRICT**  
**c/o DONN S. STEELE, DIRECTOR OF BUILDINGS AND GROUNDS**  
**1160 S. CENTRAL AVENUE, LAUREL, DE 19956**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Becker Morgan Group, Inc., c/o Ann Camper, [acamper@beckermorgan.com](mailto:acamper@beckermorgan.com)

# LAUREL SCHOOL DISTRICT

## **Laurel School District**

### **I. DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

## LAUREL SCHOOL DISTRICT

### DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE:** The State of Delaware

**AGENCY:** State Agency as noted on cover sheet.

**BIDDER OR VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**BIDDER'S DEPOSIT:** The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

**BID INVITATION:** The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BOND:** The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

**CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR:** Any individual, firm, or corporation with whom a contract is made by the Agency.

**DESIGNATED OFFICIAL:** The agent authorized to act for the Agency.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**ITB:** Invitation to Bid.

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

**PROPOSAL:** The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY:** The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which its has contracted.

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**SECTION A - GENERAL PROVISIONS**

**1. BID INVITATION**

See "Definitions".

**2. PRE-BID MEETING**

A mandatory pre-bid meeting will be held on Friday, April 25, 2017 at 9:00 am (local time) at the the conference room of the Laurel School District, 1160 S. Central Avenue, Laurel, Delaware 19956 for the purpose of establishing a listing of interested vendors and to answer questions. All questions will be answered by written addendum. Answers provided in any other manner shall not be binding. Attendance of this meeting is a prerequisite for bidding on this contract.

**3. INTERPRETATION OF THE BID INVITATION**

Bidders requiring clarification of the Bid Invitation shall make written request at least seven (7) calendar days prior to the date for receipt of bids. Requests shall be addressed to Becker Morgan Group, Inc., c/o Ann Camper [acamper@beckermorgan.com](mailto:acamper@beckermorgan.com). All interpretations, corrections, or changes will be made by written addendum. Information provided in any other manner shall not be binding.

**4. PROPOSAL FORMS**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

**5. INTERPRETATION OF ESTIMATES**

The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

**6. SILENCE OF SPECIFICATIONS**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

**7. EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

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**8. PREPARATION OF PROPOSAL**

The bidder's proposal shall be written in ink or typewritten on the form provided.

**9. PRICES QUOTED**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

**All prices must be quoted in U.S. Dollars.**

**10. DISCOUNT**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

**11. SAMPLES OR BROCHURES**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

**12. PROPOSAL GUARANTY; BID BOND**

**Unless Bid Bond has been waived as noted in the Special Provisions**, each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).

Each vendor shall furnish a bond to the State of Delaware for the benefit of **Laurel School District** in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. A certified check made out to **Laurel School District** in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

**13. DELIVERY OF PROPOSALS**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. If bid is sent via US Mail or other delivery service, enclose the sealed envelope inside of a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. All bids must clearly display the bid number on the envelope.

**LAUREL SCHOOL DISTRICT  
C/O DONN STEELE, DIRECTOR OF BUILDINGS AND GROUNDS  
1160 S. CENTRAL AVE., LAUREL, DE 19956**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

**14. WITHDRAWAL OF PROPOSALS**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal. Bidder must appear in person at the location bids are to be submitted during normal business hours and show appropriate identification in order to withdraw bid. Withdrawn bids may be resubmitted up to the date and time of the advertised Bid Opening provided they are then in full compliance with this Invitation to Bid.

**15. PUBLIC OPENING OF PROPOSALS**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

**16. PUBLIC INSPECTION OF PROPOSALS**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

**17. DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

**18. ADDENDA TO THE INVITATION TO BID (ITB)**

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/> . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

**19. LOBBYING AND GRATUITIES**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their proposal immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

**20. SOLICITATION OF STATE EMPLOYEES**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**21. INDEPENDENT CONTRACTORS**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

**22. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege,

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argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

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**SECTION B - AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF BIDS**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

**2. MATERIAL GUARANTY**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

**3. CONTRACT AWARD**

Within sixty (60) calendar days from the date of opening proposals, the contract will be awarded or the proposals rejected.

The Laurel School District shall retain the right to award alternates in any order or combination and to determine low bid on the basis of the sum of the base bid, plus accepted alternates.

**4. EXECUTION OF CONTRACT**

The bidder to whom the award is made shall execute a formal contract and bond within twenty (20) calendar days after date of official notice of the award of the contract.

If the successful bidder fails to execute the required contract and performance bond, as aforesaid, within twenty (20) calendar days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

**5. REQUIREMENT OF CONTRACT PERFORMANCE BOND**

**Unless Performance Bond has been waived as noted in the Special Provisions**, successful bidders shall furnish a Performance Bond simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Laurel School District with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract. Performance Bonds are not required at the time of bid submission.

The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

**6. WARRANTY**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

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**7. THE CONTRACT(S)**

The contract(s) with the successful bidder(s) will be executed with the LAUREL SCHOOL DISTRICT.

**8. RETURN OF BIDDER'S DEPOSIT**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

**9. INFORMATION REQUIREMENT**

The successful bidder's shall be required to advise the Laurel School District of the gross amount of purchases made as a result of the contract.

**10. CONTRACT EXTENSION**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

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**SECTION C – GENERAL AUTHORITY**

**1. AUTHORITY OF AGENCY**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

**2. LAWS TO BE OBSERVED**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

**3. APPLICABLE LAW AND JURISDICTION**

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

**4. PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

**5. PATENTED DEVICES, MATERIAL AND PROCESSES**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

**6. EMERGENCY TERMINATION OF CONTRACT**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

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### 7. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

### 8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified. The burden of proof of the merit of the proposed substitutions is upon the proposer. The Agency's decision of approval or disapproval shall be final.

Bidders wishing to submit requests for approval of substitutions prior to Bid Opening may do so in writing to Becker Morgan Group, Inc., c/o Ann Camper [acamper@beckermorgan.com](mailto:acamper@beckermorgan.com) at least seven (7) calendar days prior to the date of the Bid Opening. Such requests shall include the following as applicable: complete description of the proposed substitution, catalog cut sheets, drawings and/or photographic images, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The owner's decision of approval or disapproval shall be final.

### 9. BID EVALUATION AND AWARD

The LAUREL SCHOOL DISTRICT will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the LAUREL SCHOOL DISTRICT in making judgment. In case of error in price extension, the unit price(s) shall prevail.

### 10. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

### 11. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and

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obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

### **12. ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

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**SECTION D - EQUAL OPPORTUNITY**

**1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. During the performance of this contract, the contractor agrees as follows:
  1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
  2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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Contract No. **LSD1701-ElementaryFFE**

Contract Title: **School and Office Furniture for Laurel Elementary School**

**II. SPECIAL PROVISIONS**

**1. CONTRACT REQUIREMENTS**

This contract will be issued to cover the furniture requirements for the Laurel School District.

**2. AGENCY USE CONTRACT**

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

**3. CONTRACT PERIOD**

Each vendor's contract shall be valid for one year from the date of award.

**4. PRICES**

**Prices shall remain firm for the term of the contract. All prices shall be quoted in U.S. Dollars.**

**5. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and one (1) electronic copies in PDF format on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

**6. COOPERATIVES**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**7. POTENTIAL CONTRACT OVERLAP**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

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### 8. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

### 9. SHIPPING TERMS

F.O.B. destination; freight pre-paid.

### 10. DELIVERY AND INSTALLATION

Within a reasonable time after execution of the contract, vendor(s) shall coordinate delivery and installation schedule with Donn Steele, Director of Buildings and Grounds, telephone 302-875-6100. Vendor is to consult with Laurel School District as to matters in connection with access to the delivery site, including vertical transportation in multi-story buildings. The vendor shall be responsible for complete delivery, installation, assembly and placement according to the bidding documents of all items, components, inserts and accessories awarded. Incidental parts and pieces not used at time of installation shall be clearly marked and stored in attic stock in a location determined by the Laurel School District.

The vendor shall be responsible for maintaining a clean working area. Packing materials and other rubbish shall be removed from the site daily or neatly stored in a location approved by Laurel School District as to not create a safety hazard to others when passing through areas of work. All packing materials shall be removed at the completion of the job and disposed of properly and in accordance with any governing ordinances. Vendor may not use dumpsters on site.

Vendor shall clean all items after delivery and installation in accordance with manufacturer's written instructions. Vendor shall make reasonable accommodation to protect items from damage after installation until accepted by the owner.

### 11. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

Prior contract utilization may be viewed at the following site:

<http://bids.delaware.gov/>

### 12. ELECTRONIC CATALOG

At the discretion of Laurel School District, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,

## LAUREL SCHOOL DISTRICT

- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

### **13. FUNDING OUT**

The continuation of this contract is contingent upon funding appropriated by the legislature.

### **14. BID BOND REQUIREMENT**

Each bidder shall furnish a Bid Bond to the State of Delaware for the benefit of Laurel School District in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to Laurel School District in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

### **15. PERFORMANCE BOND REQUIREMENT**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Laurel School District with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Government Support Services Bond Form.

### **16. MANDATORY INSURANCE REQUIREMENTS**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

- b. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

- c. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

and

- d. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

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Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, Laurel School District  
Contract No. LSD1701-ElementaryFFE  
State of Delaware  
1160 S. Central Avenue, Laurel, DE 19956**

**Note: The State of Delaware shall not be named as an additional insured.**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

### **17. BASIS OF AWARD**

Laurel School District shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Laurel School District reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware, pursuant to 29 Del. C. § 6926.

### **18. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful vendor shall either furnish Laurel School District with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

### **19. INDEMNIFICATION**

#### **a. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

#### **b. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and

## LAUREL SCHOOL DISTRICT

vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

### **20. OWNERSHIP OF INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

### **21. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with Special Provisions, Item labeled "TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than thirty (30) calendar days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

### **22. FORCE MAJEURE**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

### **23. CONTRACTOR NON-ENTITLEMENT**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

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### 24. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this ITB. Laurel School District shall evaluate each exception according to the intent of the terms and conditions contained herein, but Laurel School District must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment H to be considered.** Laurel School District maintains sole discretion to reject any vendor exceptions that are submitted.

### 25. MANDATORY USAGE REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to enter agency email. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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### 26. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, email, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### 27. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **LSD1701-ElementaryFFE** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### 28. BILLING

**The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.**

### 29. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) calendar days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

Vendors shall submit applications for payment to Laurel School District. There will be a 5% retainage on all vendor invoices until completion of the project. Final payment including this retainage may become payable when installation is fully completed and the Laurel School District or its representative has performed a final inspection and acceptance of items included in the contract.

### 30. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Laurel School District to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

### 31. BID/CONTRACT EXECUTION

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Laurel School District.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue

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Service for “matching.” If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

### **32. VENDOR RESPONSIBILITY**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor’s proposal by completing Attachment F, and are subject the approval and acceptance of Laurel School District.

### **33. PERSONNEL, EQUIPMENT AND SERVICES**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment F are considered approved upon award. Changes to those subcontractor(s) listed in Attachment F must be approved in writing by the State.

### **34. FAIR BACKGROUND CHECK PRACTICES**

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

### **35. VENDOR BACKGROUND CHECK REQUIREMENTS**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State’s on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should

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an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

### **36. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS – N/A**

### **37. MINIMUM WAGE RATES**

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>.

### **38. PREVAILING WAGE**

Prevailing wage is not required on this contract. See Appendix B.

### **39. ENVIRONMENTAL PROCUREMENT PRODUCTS**

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:

[Environmentally Preferred Purchasing Policy](#)

#### 40. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

**a. Termination for Cause**

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

**b. Termination for Convenience**

The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

**c. Termination for Non-Appropriations**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### 41. DISPUTE RESOLUTION

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each

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party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

### 42. TERMINATION OF CONTRACT

The contract resulting from this ITB may be terminated as follows by Laurel School District.

#### a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) calendar days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

#### b. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

#### c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

### 43. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

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**44. AFFIRMATION**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**45. AUDIT ACCESS TO RECORDS**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**46. ASSIGNMENT**

This contract shall not be assigned except by express prior written consent from the Agency.

**47. NOTICE**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Laurel School District  
c/o Donn Steele, Director of Buildings and Grounds  
1160 S. Central Avenue, Laurel, DE 19956**

**48. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**49. SUBCONTRACTS**

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment F) and agreed to in writing by the State or as are specifically authorized in

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writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

**If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.**

### 50. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible.  
[Corrective Action Report](#)

### 51. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

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The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

### **52. PRICE NOT CONFIDENTIAL**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

### **53. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions,

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however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

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III. TECHNICAL SPECIFICATIONS

<b>Item Tag</b>	CH-01	<b>Item</b>	K-2 Student Chair
<b>Basis of Design</b>	KL Intellect Wave 15" Chair	<b>Model #</b>	IWC15
<b>Overall Dimensions</b>	17 " W    16 " D    26.5 " H Seat Height 15"	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. A quantity of 252 chairs will be a custom color, pre-approved by specified manufacturer.
<b>Description &amp; Features</b>	One-piece shell fabricated of polypropylene, 15-gauge steel cantilever base. Provide non-marring glides for vct flooring.		
<b>Locations</b>	B Wing (480 - 24 per classroom, 240 custom)* B105 (6)*, B110 (6)*, B121 (6), B124 (6) D Wing 1 <sup>st</sup> Floor (240 – 24 per classroom) D111 (6), D112 (6)		
<b>Total</b>	756		
<b>Add Alt #3</b>	Qty of 24		

\*Custom Color

<b>Item Tag</b>	CH-02	<b>Item</b>	3-5 Student Chair
<b>Basis of Design</b>	KL Intellect Wave 18" Chair	<b>Model #</b>	IWC18
<b>Overall Dimensions</b>	20 " W    20 " D    32 " H Seat height 18"	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. A quantity of 292 chairs will be a custom color, pre-approved by specified manufacturer.
<b>Description &amp; Features</b>	One-piece shell fabricated of polypropylene, 15-gauge steel cantilever base. Provide non-marring glides for vct flooring.		
<b>Locations</b>	A109 (3), A141 (12), A143 (21), A144 (25), A147 (1), B Wing (40 – 2 per classroom, 20 custom)* C106 (12), C107 (12), C104 (32), C112 (4), C112C (4), C112D (4) D Wing, 1 <sup>st</sup> Floor (20 – 2 Per Classroom) D Wing, 2 <sup>nd</sup> Floor (260 – 26 Per Classroom) D211 (6), D212 (6) E Wing, 1 <sup>st</sup> Floor (260 – 26 Per Classroom)* E111 (6)*, E112 (6)* E Wing, 2 <sup>nd</sup> Floor (260 – 26 Per Classroom) E211 (6), E212 (6)		
<b>Total</b>	1006		
<b>Add Alt #3</b>	Qty of 24		

\*Custom Color

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<b>Item Tag</b>	CH-03	<b>Item</b>	Teacher's Desk Chair
<b>Basis of Design</b>	KI Sift Task Chair	<b>Model #</b>	SIFTUAA
<b>Overall Dimensions</b>	27 " W    29 " D    42.75 " H Adjustable seat height 18-22"	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. Fabric from Pallas Grade P1.
<b>Description &amp; Features</b>	Mesh back, Upholstered seat, adjustable lumbar, 4-D adjustable T-arm, 5-star base, pneumatic height adjustment. Casters for hard floors. Minimum 300lb Capacity.		
<b>Locations</b>	A134, (1), A135 (2), A140 (1), A141 (1), A142 (1), A143 (1), A144 (1), A147 (1), B Wing (20 – 1 per classroom), C102C (1), C104 (1), C105 (1), C106 (2), C107 (2), C112 (1), C112D (1), D Wing (20 – 1 per classroom) E Wing (20 – 1 per classroom)		
<b>Total</b>	78		
<b>Add Alt #3</b>	Qty of 2		

<b>Item Tag</b>	CH-04	<b>Item</b>	Teacher's Work Stool
<b>Basis of Design</b>	KI Strive Task Stool	<b>Model #</b>	SPSNAU
<b>Overall Dimensions</b>	18 " W    18 " D    43 " H Adjustable seat height 23-33"	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Injection molded polypropylene seat and back with articulating back rest, 5-star base, pneumatic height adjustment, foot ring, casters for hard floors.		
<b>Locations</b>	A143 (1), C106 (1), C107 (1), C112 (1) B Wing (20 – 1 In each classroom) D Wing (20 – 1 in each classroom) E Wing (20 – 1 in each classroom)		
<b>Total</b>	64		
<b>Add Alt #3</b>	Qty of 2		

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<b>Item Tag</b>	CH-05	<b>Item</b>	Principals Desk Chair
<b>Basis of Design</b>	Humanscale Freedom Chair with Headrest	<b>Model #</b>	F213G
<b>Overall Dimensions</b>	27 " W    25 " D    42-54 " H Adjustable seat height 16-20"	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. Seating Upholstery to be Grade 2 from manufacturer's standard options.
<b>Description &amp; Features</b>	Counterbalance recline mechanism, dynamic headrest, standard height pneumatic cylinder, standard seat cushion, advanced Duron Arms, standard colors and finishes, casters for carpeted floors. Capacity up to 300 lbs.		
<b>Locations</b>	A112 (1), A115 (1)		
<b>Total</b>	2		

<b>Item Tag</b>	CH-06	<b>Item</b>	Admin Offices Guest Chair
<b>Basis of Design</b>	Ki Doni Sled Base Chair	<b>Model #</b>	DN3B00
<b>Overall Dimensions</b>	22 " W    22 " D    33.75 " H Seat Height 19"	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. Seating to be from Pallas Grade P1.
<b>Description &amp; Features</b>	2-Tone Poly shell with articulating back rest, upholstered seat, armless, glides for carpeted floors		
<b>Locations</b>	A112 (2), A113 (2), A114 (2), A115 (2), A116 (2), A117 (2), A118 (2), A119(2)		
<b>Total</b>	16		

<b>Item Tag</b>	CH-07	<b>Item</b>	General Conference Chair
<b>Basis of Design</b>	KI Strive Task	<b>Model #</b>	SPDNAU
<b>Overall Dimensions</b>	18 " W    18 " D    32-37 " H Adjustable seat height 18-23"	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. Seating to be from Pallas Grade P1.
<b>Description &amp; Features</b>	Injection molded polypropylene seat and back with articulating back rest, upholstered seat, 5-star base, pneumatic height adjustment.		
<b>Locations</b>	Carpet Casters: Conf A121 (8) Hard Floor Casters: A123 (1) B106 (6), B131 (10), C108 (12), C118 (1), D119 (10), E119 (10), D219 (10), E219 (10)		
<b>Total</b>	78		

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<b>Item Tag</b>	CH-08	<b>Item</b>	Administration Conference Chair
<b>Basis of Design</b>	Global Accord Mesh High Back	<b>Model #</b>	2676-2
<b>Overall Dimensions</b>	25 " W    25 " D    41-45 " H Adjustable Height Seat 17-21"	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. Upholstery to be Grade 6.
<b>Description &amp; Features</b>	Mesh high back, upholstered seat, 5-star polished aluminum base, cast aluminum arms, Casters for carpeted floors, Capacity up to 300 lbs.		
<b>Locations</b>	A103 (10)		

<b>Item Tag</b>	CH-09	<b>Item</b>	Administration Staff Chair
<b>Basis of Design</b>	Humanscale Diffrient Smart Chair	<b>Model #</b>	S413
<b>Overall Dimensions</b>	26.5 " W    26 " D    40-45 " H Adjustable seat height 17.5-22.75"	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. Seating Upholstery to be Grade 2 from manufacturer's standard options.
<b>Description &amp; Features</b>	Counterbalance recline mechanism, pivoting mesh backrest, standard height pneumatic cylinder, standard seat cushion, advanced Duron Arms, standard colors and finishes, casters for carpeted floors. Capacity up to 300 lbs.		
<b>Locations</b>	A102 (2), A104A (1), A109 (1), A113 (1), A114 (1), A116 (1), A117 (1), A118 (1), A119(1), A122 (1), A124A (1), A129 (2), C110 (1)		
<b>Total</b>	15		

<b>Item Tag</b>	CH-10	<b>Item</b>	Cafeteria Stacking Chair
<b>Basis of Design</b>	Global Duet	<b>Model #</b>	6621
<b>Overall Dimensions</b>	18 " W    23 " D    33.25 " H Seat Height 16.5	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Wire frame sled base, non-marking glides, molded polypropylene, shall stack up to 40 high on dolly. Capacity up to 300lbs.		
<b>Locations</b>	C101 (410)		

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<b>Item Tag</b>	CH-11	<b>Item</b>	Activity Table Seating Round
<b>Basis of Design</b>	TenJam Duraflex Circle	<b>Model #</b>	15002A-135
<b>Overall Dimensions</b>	18 " W    18 " D    13.25 " H	<b>Finish</b>	Quantity of 69 to be selected from manufacturer's full range of standard finishes. Quantity of 30 to be custom colored.
<b>Description &amp; Features</b>	Non-porous, waterproof, seamless flexible plastic shell with flexible foam core. Solid base with 2" fixed legs.		
<b>Locations</b>	A143 (6) B Wing (120 – 3 per classroom) C106 (6), C112 (6) D Wing 1 <sup>st</sup> Floor (60 – 6 per classroom)		
<b>Total</b>	198		
<b>Add Alt #3</b>	Qty of 6		

<b>Item Tag</b>	CH-12	<b>Item</b>	Activity Table Seating Round
<b>Basis of Design</b>	TenJam Duraflex Circle	<b>Model #</b>	15002B-175
<b>Overall Dimensions</b>	18 " W    18 " D    17.25 " H	<b>Finish</b>	Quantity of 49 to be selected from manufacturer's full range of standard finishes. Quantity of 60 to be custom colored.
<b>Description &amp; Features</b>	Non-porous, waterproof, seamless flexible plastic shell with flexible foam core. Solid base with 2" fixed legs		
<b>Locations</b>	A141 (8), A147 (24), C107 (6) D Wing 2 <sup>nd</sup> Floor (60 – 6 per classroom) E Wing (120 – 6 per classroom)		
<b>Total</b>	218		
<b>Add Alt #3</b>	Qty of 6		

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<b>Item Tag</b>	CH-13	<b>Item</b>	PT/OT Balance Ball Chair
<b>Basis of Design</b>	Gaiam Kids Classic Balance Ball	<b>Model #</b>	05-62240
<b>Overall Dimensions</b>	18 " W    21 " D    24 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	PVC stability base component with back rest and locking casters. Exercise ball to be rubber and inflated to a diameter of 17.75. Weight capacity 175lbs.		
<b>Locations</b>	C112 (6)		

<b>Item Tag</b>	CH-14	<b>Item</b>	Student Task Chair
<b>Basis of Design</b>	KI Intellect Wave Task	<b>Model #</b>	IWPD18
<b>Overall Dimensions</b>	24.5 " W    24.5 " D    31-36 " H Adjustable seat height 16.5-21.5"	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	One-piece shell fabricated of polypropylene. Lever operated pneumatic height adjustment. Casters for hard floors.		
<b>Locations</b>	A140 (33), A141 (15), A142 (33)		
<b>Total</b>	81		

<b>Item Tag</b>	CH-15	<b>Item</b>	Exam Stool
<b>Basis of Design</b>	KI Medical and Laboratory Stool	<b>Model #</b>	KICL14
<b>Overall Dimensions</b>	16 " W    16 " D    16-21 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. Vinyl upholstery to be Pallas Grade P1.
<b>Description &amp; Features</b>	Upholstered 16 dia. foam seat, cast aluminum base, 5" adjustable pneumatic cylinder, soft safety casters.		
<b>Locations</b>	A124 (1), A127 (1), A128 (1)		

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<b>Item Tag</b>	CH-16-A	<b>Item</b>	Lobby Waiting Chair
<b>Basis of Design</b>	Carolina Voyage Guest Chair	<b>Model #</b>	1520 – A4
<b>Overall Dimensions</b>	24 “ W    26.5 “ D    34 “ H	<b>Finish</b>	To be selected from manufacturer’s full range of standard finishes. Upholstery to be Grade 5.
<b>Description &amp; Features</b>	Open arm frame, upholstered seat and back, wall saver legs, non-marring adjustable glides, poly arm cap.		
<b>Locations</b>	A102 (4)		

<b>Item Tag</b>	CH-16-B	<b>Item</b>	Lobby Waiting Bariatric Chair
<b>Basis of Design</b>	Carolina Voyage Guest Chair	<b>Model #</b>	1520 –OB – 4A
<b>Overall Dimensions</b>	33 “ W    26.5 “ D    34 “ H	<b>Finish</b>	To be selected from manufacturer’s full range of standard finishes. Upholstery to be Grade 5.
<b>Description &amp; Features</b>	Open arm frame, upholstered seat and back, wall saver legs, non-marring adjustable glides, poly arm cap. 500 lb. capacity.		
<b>Locations</b>	A102 (2)		

<b>Item Tag</b>	CH-17	<b>Item</b>	Learning Commons Chair
<b>Basis of Design</b>	KI Intellect Wave	<b>Model #</b>	IWC18
<b>Overall Dimensions</b>	20 “ W    20 “ D    32 “ H Seat height 18”	<b>Finish</b>	To be selected from manufacturer’s full range of standard finishes.
<b>Description &amp; Features</b>	One-piece shell fabricated of polypropylene, 15-gauge steel cantilever base. Provide glides for carpeted flooring.		
<b>Locations</b>	C111 (32)		

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<b>Item Tag</b>	CH-18	<b>Item</b>	Therapy Mat Platform
<b>Basis of Design</b>	Clinton Industries Mat Platform	<b>Model #</b>	242
<b>Overall Dimensions</b>	60 " W    84 " D    18 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Solid wood legs and center supports, 2" thick foam pad with vinyl upholstery. Pad attached to base platform with hook and loop tape. Weight capacity 700lbs.		
<b>Locations</b>	C112 (1)		

<b>Item Tag</b>	CH-19	<b>Item</b>	Recovery Couch
<b>Basis of Design</b>	Clinton Industries Recovery Couch	<b>Model #</b>	3770-16
<b>Overall Dimensions</b>	27 " W    72 " D    20 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Heavy duty particle board base with laminate finish, sliding storage doors, 2" firm foam padding with stain resistant, knit backed vinyl upholstery, adjustable headrest, weight capacity 300 lbs.		
<b>Locations</b>	A124 (6)		

<b>Item Tag</b>	CH-20	<b>Item</b>	Exam Table
<b>Basis of Design</b>	Clinton Industries Classic Series Treatment Table	<b>Model #</b>	1013
<b>Overall Dimensions</b>	30 " W    72 " D    31 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Solid wood legs and apron, storage drawers in base, 2" firm foam padding with stain resistant, knit backed vinyl upholstery, adjustable backrest, weight capacity 400 lbs.		
<b>Locations</b>	A127 (1), A128 (1)		

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<b>Item Tag</b>	CH-21	<b>Item</b>	Nurse Waiting Chair
<b>Basis of Design</b>	KI Strive Sled Base	<b>Model #</b>	SSNAP
<b>Overall Dimensions</b>	21 " W    22 " D    33 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Tubular steel legs with baked on powder coat finish, polypropylene seat and back rest, flexible back.		
<b>Locations</b>	A124A (5)		

<b>Item Tag</b>	CH-22	<b>Item</b>	Guidance Waiting Chair
<b>Basis of Design</b>	KI Strive Sled Base – Upholstered Seat	<b>Model #</b>	SSNAU
<b>Overall Dimensions</b>	21 " W    22 " D    33 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. Upholstery to be Pallas Grade P1
<b>Description &amp; Features</b>	Tubular steel legs with baked on powder coat finish, polypropylene back rest, flexible back, upholstered seat.		
<b>Locations</b>	A122 (11)		

<b>Item Tag</b>	CH-23	<b>Item</b>	Leaning Commons Lounge
<b>Basis of Design</b>	Ruswood Nook Desk with Backrest Bench	<b>Model #</b>	NK-29BR
<b>Overall Dimensions</b>	88 " W    52 " D    29 " H 16" Seat height	<b>Finish</b>	Fabric shall be selected from manufacturer's grade 3 Selections or COM with \$40/yard allowance. All other finishes to be selected from manufacturer standards.
<b>Description &amp; Features</b>	Soft lounge seating bench with back rest, 60° wedge shape, fully upholstered, metal legs. High pressure laminate clad worksurface and end panels with backer sheets applied to inside faces for balancing, 60° wedge shape. Rounded corners with PVC edge band.		
<b>Locations</b>	C111 (4)		

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<b>Item Tag</b>	CH-24-A	<b>Item</b>	Leaning Commons Rectangular Bench
<b>Basis of Design</b>	Steelcase Alight Bench Ottoman	<b>Model #</b>	TS34403
<b>Overall Dimensions</b>	36 " W    18 " D    19 " H	<b>Finish</b>	Fabric shall be selected from manufacturer's grade 4 Selections or COM with \$40/yard allowance. All other finishes to be selected from manufacturer standards.
<b>Description &amp; Features</b>	Fully upholstered rectangular bench		
<b>Locations</b>	C111 (6)		

<b>Item Tag</b>	CH-24-B	<b>Item</b>	Leaning Commons Ottoman
<b>Basis of Design</b>	Steelcase Alight Round Ottoman	<b>Model #</b>	TS34401
<b>Overall Dimensions</b>	36 " W    18 " D    19 " H	<b>Finish</b>	Fabric shall be selected from manufacturer's grade 4 Selections or COM with \$40/yard allowance. All other finishes to be selected from manufacturer standards.
<b>Description &amp; Features</b>	Fully upholstered round ottoman		
<b>Locations</b>	C111 (12)		

<b>Item Tag</b>	CT-01	<b>Item</b>	Stacking Chair Dolly
<b>Basis of Design</b>	Global Total Office Duet Stacking Cart	<b>Model #</b>	6624
<b>Overall Dimensions</b>	22.5 " W    51 " D    38.25 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Welded steel frame, non-marring casters for hard floors, dolly must be compatible with CH-10 to stack chairs a minimum of 40 high.		
<b>Locations</b>	A137 (11)		

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<b>Item Tag</b>	CT-02	<b>Item</b>	Book Truck
<b>Basis of Design</b>	Smith System Steel Book Truck with 6 Sloping Shelves	<b>Model #</b>	21004
<b>Overall Dimensions</b>	36 " W    18 " D    43 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b> Metal book cart with 6 sloping shelves, shelf dividers, non-marring casters.			
<b>Locations</b>	C111 (1)		

<b>Item Tag</b>	DK-01	<b>Item</b>	K-2 Student Desk
<b>Basis of Design</b>	KI Intellect Wave Cantilever Rectangular Desk	<b>Model #</b>	IWDCL/A
<b>Overall Dimensions</b>	26 " W    19 " D    24-30 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b> Telescoping adjustable height steel cantilever frame, glides for hard floor, translucent molded plastic book box attached to underside of surface, Laminate top with matching edge band			
<b>Locations</b>	A143 (20) B Wing (480 - 24 per classroom) C106 (12), C107 (12) D Wing – 1 <sup>st</sup> floor (240 - 24 per classroom)		
<b>Total</b>	764		
<b>Add Alt #3</b>	Qty of 24		

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<b>Item Tag</b>	DK-02	<b>Item</b>	3-5 Student Desk
<b>Basis of Design</b>	KI Intellect Wave Contour Desk	<b>Model #</b>	IWD3/A
<b>Overall Dimensions</b>	24 " W    37 " D    22-34 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Telescoping adjustable height steel legs, glides for hard floor, translucent molded plastic book box attached to underside of surface, Laminate top with matching edge band		
<b>Locations</b>	D Wing Second Floor (240 - 24 per classroom) E Wing First Floor (240 - 24 per classroom) E Wing Second Floor (240 - 24 per classroom)		
<b>Total</b>	720		
<b>Add Alt #3</b>	Qty of 24		

<b>Item Tag</b>	DK-03	<b>Item</b>	Teachers Desk
<b>Basis of Design</b>	KI Single Pedestal Desk	<b>Model #</b>	SPECIAL
<b>Overall Dimensions</b>	66 " W    30 " D    29 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Custom Shaped laminate top with 74P (polypropylene) edge, two interchangeable grommets (one cord passage sleeve, one pencil cup insert), metal surface supporting file/file pedestal, surface supporting cylindrical post, perforated metal modesty panel, center pencil drawer. Tops shall be pre-drilled to be able to be field reversible for right or left hand configuration. Integrated wire management channel and power strip. File drawers shall have integrated rails for hanging files. Architect shall provide CAD file to manufacturer for custom shape.		
<b>Locations</b>	B Wing (20 - 1 per classroom) D Wing (20 - 1 per classroom) E Wing (20 - 1 per classroom) A141(1), A143 (1), A144(1), A147(1), C104 (1), C105 (1), C106(2), C107 (2), C112(1)		
<b>Total</b>	71		
<b>Add Alt #3</b>	Qty of 2		

\*Special Order

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<b>Item Tag</b>	DK-04-A	<b>Item</b>	Administration Desks
<b>Basis of Design</b>	Indiana Furniture Canvas Series Casegoods	<b>Model #</b>	L-Shape Desk based on the following components: Desk: 66-4284PL/PR-HMD* Return: 68-2448LF1/RF1 Wardrobe: 66-1872WL/R Center Drawer: 66-1622CD
<b>Overall Dimensions</b>	84 " W    108 " D    29 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	High pressure laminate clad casegood P-top desk and return. See plans for appropriate handing in each location specified. Desk to be 30" deep at small end*, 84" wide with painted metal column support and partial modesty panel. Return shall be 24" deep x 48" long with Box/Box/File pedestal and partial modesty to allow access to power and data at 18" AFF and full width of return. Include pencil drawer at desk. Wardrobe storage cabinet at end of return to include coat rod and adjustable/removable shelves. See plan to determine appropriate hinge side. All file drawers to include rails for hanging files. Include grommet holes.		
<b>Locations Total</b>	A113 (1), A114 (1), A116 (1), A117(1), A118 (1), A119 (1) 6		

\*Special Order

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	DK-04-B			<b>Item</b>	Administration Desks
<b>Basis of Design</b>	Indiana Furniture Canvas Series Casegoods			<b>Model #</b>	L-Shape Desk based on the following components: Desk: 66-4272PL/PR-HMD* Return: 68-2448LF1/RF1 Wardrobe: 66-1872WL/R Center Drawer: 66-1622CD
<b>Overall Dimensions</b>	72 " W	108 " D	29 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	High pressure laminate clad casegood P-top desk and return. See plans for appropriate handing in each location specified. Desk to be 30" deep at small end*, 72" wide with painted metal column support and partial modesty panel. Return shall be 24" deep x 48" long with Box/Box/File pedestal and partial modesty to allow access to power and data at 18" AFF and full width of return. Include pencil drawer at desk. Wardrobe storage cabinet at end of return to include coat rod and adjustable/removable shelves. See plan to determine appropriate hinge side in each location specified. All file drawers to include rails for hanging files. Include grommet holes.				
<b>Locations</b>	A116 (1), A117 (1)				
<b>Total</b>	2				

\*Special Order

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	DK-05	<b>Item</b>	Principal's Desks
<b>Basis of Design</b>	Indiana Furniture	<b>Model #</b>	U-Shaped Desk based on the following components: Desk: 66-4284PL/PR-HMD* Bridge: 66-2448UFH Credenza: 66-2466LMF/RMF Center Drawer: 66-1622CD
<b>Overall Dimensions</b>	84 " W    102 " D    29 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	High pressure laminate clad casegood P-top desk, bridge, and credenza. See plans for appropriate handing in each location specified. Desk to be 30" deep at small end*, 84" wide with painted metal column support and partial modesty panel. Bridge shall be 24" deep x 48" long with partial modesty to allow access to power and data at 18" AFF and full width of bridge. Credenza with Box/Box/File pedestal. Include pencil drawer at desk. All file drawers to include rails for hanging files. Include grommets.		
<b>Locations</b>	A112 (1), A115 (1)		
<b>Total</b>	2		

\*Special Order

<b>Item Tag</b>	DK-06	<b>Item</b>	30x72 Double Pedestal Desk
<b>Basis of Design</b>	KI 700 Series	<b>Model #</b>	7D/D3072, S7P/1524WBBF, S7P/1524WFF
<b>Overall Dimensions</b>	72 " W    30 " D    29 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Laminate top with 2 grommet holes, 74P (polypropylene) edge, metal chassis, full modesty, two work surface supporting pedestals (1) box/box/file, (1) file/file, center pencil drawer and wire management.		
<b>Locations</b>	A104A (1), A109 (1), A129 (2), A134 (1), A135(2), C102C (1)		
<b>Total</b>	8		

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	DK-07	<b>Item</b>	30x60 Single Pedestal Desk
<b>Basis of Design</b>	KI 700 Series	<b>Model #</b>	7D/D3060, S7P/1524WBBF
<b>Overall Dimensions</b>	60 " W    30 " D    29 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Laminate top with 2 grommet holes, 74P (polypropylene) edge, metal chassis, full modesty, one work surface supporting pedestal (1) box/box/file, include pencil drawer and wire management.		
<b>Locations</b>	A123 (1), A140 (1), A142 (1), C112D (1), C118 (1)		
<b>Total</b>	5		

<b>Item Tag</b>	DK-08-A	<b>Item</b>	Computer Table w/ Electric Store Away Monitor Arm
<b>Basis of Design</b>	ISE Line of Sight Gen 2 Electric Store Away Flat Screen	<b>Model #</b>	LOS2-E21-FT-3072
<b>Overall Dimensions</b>	72 " W    30 " D    30 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Metal Base with modesty access on front and back, secure modesty panel with screws. Laminate top, Dual user, single screen per user, tandem electric lift to transport flat screens, standard vesa plate mounting, keyboard and mouse holder, provide plug in power strips, cable raceways, cpu holder and end panels for end of runs as shown on the plans. Include remote for teacher operation.		
<b>Locations</b>	A141 (6)		

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	DK-08-B	<b>Item</b>	Computer Table w/ Electric Store Away Monitor Arm
<b>Basis of Design</b>	ISE Line of Sight Gen 2 Electric Store Away Flat Screen	<b>Model #</b>	LOS2-E21-FT-3060
<b>Overall Dimensions</b>	60 " W    30 " D    30 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Metal Base with modesty access on front and back, secure modesty panel with screws. Laminate top, Dual user, single screen per user, tandem electric lift to transport flat screens, standard vesa plate mounting, keyboard and mouse holder, provide plug in power strips, cable raceways, cpu holder and end panels for end of runs as shown on the plans. Include remote for teacher operation.		
<b>Locations</b>	A141 (1)		

<b>Item Tag</b>	DK-09	<b>Item</b>	Computer Table w/ Electric Store Away Monitor Arm - ADA
<b>Basis of Design</b>	ISE Line of Sight Gen 2 Electric Store Away Flat Screen – ADA	<b>Model #</b>	LOS2-E11-AF-3036
<b>Overall Dimensions</b>	36 " W    30 " D    " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Metal Base with modesty access on front and back, secure modesty panel with screws. Laminate top, Dual user, single screen per user, tandem electric lift to transport flat screens, standard vesa plate mounting, keyboard and mouse holder, provide plug in power strips, cable raceways, cpu holder and end panels for end of runs as shown on the plans. Surface height to meet ADA Requirements. Include remote for teacher operation.		
<b>Locations</b>	A141 (1)		

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	DK-10	<b>Item</b>	Double Wide Computer Table
<b>Basis of Design</b>	ISE Line of Sight Gen 2 Recessed Computer Desk	<b>Model #</b>	LOS2-R21-NA-2460*
<b>Overall Dimensions</b>	60 " W    24 " D    30 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Metal legs, laminate top, adjustable recessed shelf to accommodate any monitor type (flat screens, all-in-one, macs), removable modesty from user side to access cables and wire management, secure modesty panel with screws, provide plug in power strips, cable raceways, cpu holder and end panels for end of runs as shown on the plans. NOTE: 24" Depth is Custom		
<b>Locations</b>	A140 (15), A142 (15)		

\*Special Order

<b>Item Tag</b>	DK-11	<b>Item</b>	Single Wide Computer Table - ADA
<b>Basis of Design</b>	ISE Line of Sight Gen 2 Recessed Computer Desk	<b>Model #</b>	LOS2-R21-NA-2434*
<b>Overall Dimensions</b>	34 " W    24 " D    " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Metal legs, laminate top, adjustable recessed shelf to accommodate any monitor type (flat screens, all-in-one, macs), removable modesty from user side to access cables and wire management, secure modesty panel with screws, provide plug in power strips, cable raceways, cpu holder and end panels for end of runs as shown on the plans. Height to meet ADA requirements. NOTE: 24" Depth,34" Width is Custom		
<b>Locations</b>	A140 (2), A142 (2)		

\*Special Order

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	FL-01	<b>Item</b>	5-High Vertical File
<b>Basis of Design</b>	KI 700 Series	<b>Model #</b>	S7V/15305DFB
<b>Overall Dimensions</b>	15 " W    28 " D    59 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Five 11" drawers with folder bars for hanging files. Integral pulls in drawer fronts. Drawers shall have interlocking mechanism to allow only one drawer to open at a time.		
<b>Locations</b>	C102C (3) Keyed alike, C118 (1)		

<b>Item Tag</b>	FL-02	<b>Item</b>	3-High Bookcase
<b>Basis of Design</b>	KI 700 Series	<b>Model #</b>	S7B/3639015
<b>Overall Dimensions</b>	36 " W    15 " D    42 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Metal frame and shelves, shelves adjust on 1" increments, adjustable glides.		
<b>Locations Total</b>	A103 (2), A104A (1), A109 (1), A121 (2), A140 (3), A141 (4), A142 (3), C112D (1) 17		

<b>Item Tag</b>	FL-03-A	<b>Item</b>	Multimedia/Wardrobe Storage Unit
<b>Basis of Design</b>	Indiana Canvas	<b>Model #</b>	Based on the following components: Base: 66-2436L2 Hutch: 66-1536TU Wardrobe: 66-1872WL/R
<b>Overall Dimensions</b>	42 " W    18 " D    66 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	High pressure laminate clad casegood components including 2-high lateral file, surface supported top unit bookcase hutch with one adjustable and one fixed shelf. Wardrobe storage cabinet to include coat rod and adjustable/removable shelves. Lateral files with anti-tip system. All file drawers to include rails for hanging files. Keyed per office, alike to desk.		
<b>Locations Total</b>	A112 (1), A115 (1) 2		

<b>Item Tag</b>	FL-03-B	<b>Item</b>	Multimedia Storage Unit
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LAUREL SCHOOL DISTRICT

<b>Basis of Design</b>	Indiana Canvas	<b>Model #</b>	Based on the following components: Base: 66-2436L2 Hutch: 66-1536TU
<b>Overall Dimensions</b>	42 " W    18 " D    66 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	High pressure laminate clad casegood components including 2-high lateral file, surface supported top unit bookcase hutch with one adjustable and one fixed shelf. Lateral files with anti-tip system. All file drawers to include rails for hanging files. Keyed per office, alike to desk.		
<b>Locations Total</b>	A113 (1), A114 (1), A116 (1), A117 (1), A118 (1), A119 (1) 6		

<b>Item Tag</b>	FL-04	<b>Item</b>	4-High Lateral File
<b>Basis of Design</b>	KI 700 Series	<b>Model #</b>	S7L/425104D
<b>Overall Dimensions</b>	42 " W    18 " D    69 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Four-drawer lateral file with integral drawer pull, provide counterbalance weight, drawers shall have interlocking mechanism to allow only one drawer to open at a time. All drawers to have hanging rails ready to accept hanging file folders.		
<b>Locations Total</b>	A123 (25) Keyed Alike A124A (1) C108 (4) Keyed alike 30		

<b>Item Tag</b>	TB-01	<b>Item</b>	60" Round Activity Table
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LAUREL SCHOOL DISTRICT

<b>Basis of Design</b>	KI Intellect Activity Table	<b>Model #</b>	E60R/ANS
<b>Overall Dimensions</b>	60 " W    60 " D    22-32 " H Telescoping adjustable leg with screws on 1" increments	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Laminate top with rounded t-mold edge, steel tube telescoping adjustable legs with screws adjustable on 1" increments, glides for hard floor surfaces		
<b>Locations</b>	A141 (3), B105 (1), B106 (1), B110 (1), B121 (1), B124 (1), D111 (1), D112 (1), E110 (1), E111 (1), D211 (1), D212 (1), E210 (1), E211 (1)		
<b>Total</b>	16		

<b>Item Tag</b>	TB-02	<b>Item</b>	Adjustable Height Activity Table
<b>Basis of Design</b>	KI Workup Counter balance 120° Corner Table	<b>Model #</b>	WUC3048CB
<b>Overall Dimensions</b>	30 " W    48 " D    28-47 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Two T-Shape telescoping legs counterbalanced by pneumatic springs, operated by a lever under the work surface requiring minimal effort to adjust surface, nylon leveling glides, laminate top with phenolic backing, 74 P edge. Table corners shall be rounded*		
<b>Locations</b>	A143 (1), B-Wing (20 - 1 per classroom) C106 (1), C107 (1), C112 (1) D-Wing (20 - 1 per classroom) E-Wing (20 - 1 per classroom)		
<b>Total</b>	64		
<b>Add Alt #3</b>	Qty of 2		

\*Special

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	TB-03			<b>Item</b>	Learning Commons Table
<b>Basis of Design</b>	Russwood Sync Table			<b>Model #</b>	PT-SYNC-292C
<b>Overall Dimensions</b>	48 " W	36 " D	29 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Laminate top with backer sheet, pvc edge band, powder coated metal legs, two legs with glides and two legs with locking casters.				
<b>Locations</b>	C111 (9)				

<b>Item Tag</b>	TB-04			<b>Item</b>	Large Conference Table
<b>Basis of Design</b>	Indiana Niche Conference			<b>Model #</b>	Top 94-48120RT Base 01-0427FPB (3 per table)
<b>Overall Dimensions</b>	48 " W	120 " L	29 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Laminate top, double kerf edge detail, flat capped panel base with wire management in the center (3 bases per table), wire management under table top surface, flip top data and power port (Data port 4 – 2 power outlets and 2 blank data slots) in center of table				
<b>Locations</b>	A103 (1), A121 (1), C108 (1)				
<b>Total</b>	3				

<b>Item Tag</b>	TB-05			<b>Item</b>	36x36 Activity Table
<b>Basis of Design</b>	KI Intellect Wave Activity Table			<b>Model #</b>	E36S/ANS
<b>Overall Dimensions</b>	36 " W	36 " D	22-32 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
	Adjustable Height				
<b>Description &amp; Features</b>	Laminate top with rounded t-mold edge, steel tube telescoping adjustable legs with screws adjustable on 1" increments, glides for hard floor surfaces.				
<b>Locations</b>	C112 (1), C112D (1), C118 (2)				

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<b>Item Tag</b>	TB-06	<b>Item</b>	End Table
<b>Basis of Design</b>	KI Sela End Table	<b>Model #</b>	1361
<b>Overall Dimensions</b>	18 " W    18 " D    18 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Square end table with open center (no septum divider), laminate finish all sides, inside and out, metal sled base with nylon glides.		
<b>Locations</b>	A124 (6)		

<b>Item Tag</b>	TB-07	<b>Item</b>	Teacher's Work Room Table
<b>Basis of Design</b>	KI Intellect Activity Table	<b>Model #</b>	E3660/ANS
<b>Overall Dimensions</b>	36 " W    60 " D    22-32 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Laminate top with rounded t-mold edge, steel tube telescoping adjustable legs with screws adjustable on 1" increments, glides for hard floor surfaces.		
<b>Locations</b>	A129 (1), B131 (2), D119 (2), E119 (2), D219 (2), E219 (2)		
<b>Total</b>	11		

<b>Item Tag</b>	TB-08	<b>Item</b>	Cafeteria Table
<b>Basis of Design</b>	Palmer Hamilton Rectangular with Attached Bench	<b>Model #</b>	63T09293012
<b>Overall Dimensions</b>	55 " W    144 " D    29 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Rectangular folding cafeteria table with attached bench seating. HP laminate Top and bench with phenolic backer and sprayed polyurea edge treatment. Powder coated metal frame. Non-marring casters. Table shall be sturdy in folded position and feature safety latches to prevent accidental folding or pinching.		
<b>Locations &amp; Quantity</b>	C101 (30)		

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	TB-09	<b>Item</b>	ADA Cafeteria Table
<b>Basis of Design</b>	Palmer Hamilton Rectangular with Attached Bench; ADA Accessible	<b>Model #</b>	63T09303012 (WC Accessible)
<b>Overall Dimensions</b>	55 " W    144 " D    30 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Rectangular folding cafeteria table with attached bench seating. HP laminate top and bench with phenolic backer and sprayed polyurea edge treatment. Powder coated metal frame. Non-marring casters. Table shall be sturdy in folded position and feature safety latches to prevent accidental folding or pinching. ADA accessible tables shall be able to interchange bench seat and stool seat to accommodate wheelchairs. Provide ten (10) stool seats to facilitate accessibility.		
<b>Locations</b>	C101 (4)		

<b>Item Tag</b>	TB-10	<b>Item</b>	36" Round Table
<b>Basis of Design</b>	KI Intellect Activity Table	<b>Model #</b>	E36R/ANS
<b>Overall Dimensions</b>	36 " W    36 " D    22-32 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Laminate top with rounded t-mold edge, steel tube telescoping adjustable legs with screws adjustable on 1" increments, glides for hard floor surfaces.		
<b>Locations</b>	A109		

<b>Item Tag</b>	TB-11	<b>Item</b>	Art Room Tables
<b>Basis of Design</b>	KI Intellect Activity Table	<b>Model #</b>	E3072/ANS
<b>Overall Dimensions</b>	30 " W    72 " D    22-32 " H Adjustable Height	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Laminate top with rounded t-mold edge, steel tube telescoping adjustable legs with screws adjustable on 1" increments, glides for hard floor surfaces.		
<b>Locations</b>	A144 (12), A147 (12)		
<b>Total</b>	24		

<b>Item Tag</b>	TB-12	<b>Item</b>	Music Room Tables
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LAUREL SCHOOL DISTRICT

<b>Basis of Design</b>	KI Intellect Wave Activity Table	<b>Model #</b>	E3660/ANS
<b>Overall Dimensions</b>	36 " W    60 " D    22-32 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Laminate top with rounded t-mold edge, steel tube telescoping adjustable legs with screws adjustable on 1" increments, glides for hard floor surfaces.		
<b>Locations</b>	C104 (8)		

<b>Item Tag</b>	TB-13	<b>Item</b>	Round Cafeteria Table
<b>Basis of Design</b>	Palmer Hamilton 72" Round Table	<b>Model #</b>	22M Round Table
<b>Overall Dimensions</b>	72 " W    72 " D    29 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Round folding cafeteria table. HP laminate Top with phenolic backer and sprayed polyurea edge treatment. Powder coated metal frame. Non-marring casters. Table shall be sturdy in folded position and feature safety latches to prevent accidental folding or pinching.		
<b>Locations</b>	A137 (15)		

<b>Item Tag</b>	TB-14	<b>Item</b>	PT Testing Table
<b>Basis of Design</b>	24x60 Rectangular Table	<b>Model #</b>	E2460/ANS
<b>Overall Dimensions</b>	24 " W    60 " D    22-32 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Laminate top with rounded t-mold edge, steel tube telescoping adjustable legs with screws adjustable on 1" increments, glides for hard floor surfaces.		
<b>Locations</b>	C112C (2)		

LAUREL SCHOOL DISTRICT

**ACCESSORIES**

<b>Item Tag</b>	AC-01	<b>Item</b>	Mobile White Board
<b>Basis of Design</b>	Safco Rumba	<b>Model #</b>	2014WBS
<b>Overall Dimensions</b>	36 " W      " D      54 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Full panel, double sided magnetic white board with locking casters. Include magnetic hooks to allow paper tablet to be adjustable.		
<b>Locations</b>	A141 (2), A143 (1), C106 (1), C107) B – Wing (20 – 1 per classroom) D – Wing (20 – 1 per classroom) E – Wing (20 – 1 per classroom)		
<b>Total</b>	65		
<b>Add Alt #3</b>	Qty of 2		

<b>Item Tag</b>	AC-02	<b>Item</b>	Big Book Easel
<b>Basis of Design</b>	Jonti Crafti – Magnetic Wipe and Write Big Book Easel	<b>Model #</b>	0543JCMG
<b>Overall Dimensions</b>	24.5 " W      15 " D      30 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Solid wood construction, articulating easel stand for big-books, magnetic dry erase front surface, vertical book storage slots, caster with three point connection (bottom, side and apron).		
<b>Locations</b>	B – Wing (20 – 1 per classroom) D – Wing, 1 <sup>st</sup> floor (10 – 1 per classroom)		
<b>Total</b>	30		
<b>Add Alt #3</b>	Qty of 1		

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	AC-03-A	<b>Item</b>	Step Stool
<b>Basis of Design</b>	Jonti Craft Step Up Delux Stool	<b>Model #</b>	5520JC
<b>Overall Dimensions</b>	18 " W    16 " D    15 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Solid wood, two step stool, non-slip grip on tread, non-marring feet.		
<b>Locations</b>	A127 (1), A128 (1)		

<b>Item Tag</b>	AC-03-B	<b>Item</b>	Wide Step Stool
<b>Basis of Design</b>	Loll Designs Double Wide Step Stool	<b>Model #</b>	ST-SSD
<b>Overall Dimensions</b>	24 " W    12.5 " L    12 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Double step step-stool with hand hole for easy moving, through color. Bolted joinery.		
<b>Locations</b>	One per classroom (60), A143(1), A144(1), A147(1), C104(1), C106(1), C107(1), C111 (1), C112 (1)		
<b>Total</b>	68		

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	AC-04	<b>Item</b>	Teacher's Mobile Lectern
<b>Basis of Design</b>	KI All Terrain Binder Tower	<b>Model #</b>	ATBT39RLC-74P-S2L & ATHB.5LETR
<b>Overall Dimensions</b>	21 " W    19 " D    39 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Mobile lectern with bowed front and angled landing pad. Casters for hard floor surfaces. Two adjustable shelves behind a steel locking door. Keyed per classroom. Provide 2 translucent hanging bin accessories per binder tower.		
<b>Locations</b>	A140 (1), A141 (1), A142(1), A147 (1), A143 (1), A144 (1), C104 (1), C105 (1), C106 (1), C107 (1) B – Wing (20 – 1 per classroom) D – Wing (20 – 1 per classroom) E – Wing (20 – 1 per classroom)		
<b>Total</b>	70		
<b>Add Alt #3</b>	Qty of 2		

<b>Item Tag</b>	AC-05	<b>Item</b>	Mobile File
<b>Basis of Design</b>	KI 700 Series Mobile Box File with cushioned seat	<b>Model #</b>	File ATPE1520BF Cushion Top: PDCU/17
<b>Overall Dimensions</b>	15 " W    18 " D    24 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes. Upholstery to be Grade 3.
<b>Description &amp; Features</b>	One 6" box drawer, one 12" file drawer with integrated rails for hanging files, bowtie pull, all steel construction, counterbalance weight, non-marring casters		
<b>Locations</b>	A140 (1), A141 (1), A142(1), A147 (1), A143 (1), A144 (1), C104 (1), C105 (1), C106 (1), C107 (1) B – Wing (20 – 1 per classroom) D – Wing (20 – 1 per classroom) E – Wing (20 – 1 per classroom)		
<b>Total</b>	70		
<b>Add Alt #3</b>	Qty of 2		

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	AC-06	<b>Item</b>	Rest Cot
<b>Basis of Design</b>	Sprogs Deluxe Stackable Cot by School Outfitters	<b>Model #</b>	SPG-16137-SO
<b>Overall Dimensions</b>	23 " W    52 " L    5 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Steel frame with vinyl coated mesh cot fabric, stackable, 150lb capacity.		
<b>Locations</b>	C107 (5)		

LAUREL SCHOOL DISTRICT

**ART ROOM EQUIPMENT**

<b>Item Tag</b>	AR-01	<b>Item</b>	Mobile Art Storage Cart
<b>Basis of Design</b>	Hann Manufacturing Mobile Art Storage Cart	<b>Model #</b>	52101-8400
<b>Overall Dimensions</b>	36 " W    24 " D    " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Solid wood cart, two drawers and two shelves, locking casters, fiber resin top with hard maple lip.		
<b>Locations</b>	A144 (2), A147 (2)		

<b>Item Tag</b>	AR-02	<b>Item</b>	Paper Roll Rack
<b>Basis of Design</b>	Dick Blick Portable Rola Rack	<b>Model #</b>	12910-0100
<b>Overall Dimensions</b>	38 " W    25 " D    53 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Steel frame, four locking, heavy duty casters, capacity to hold eight 36" paper rolls, self-adjusting, blade paper cutter		
<b>Locations</b>	A147A (1)		

<b>Item Tag</b>	AR-03	<b>Item</b>	Paper Cutter
<b>Basis of Design</b>	Xacto Heavy Duty Square Trimmer 24x24	<b>Model #</b>	57149-1024 (Dick Blick)
<b>Overall Dimensions</b>	24 " W    5 " D    24 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>			
<b>Locations</b>	A141 (1)		

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	AR-04	<b>Item</b>	Art Drying Rack
<b>Basis of Design</b>	Dick Blick AWT 18x24 w/ 50 Shelves	<b>Model #</b>	51310-1109
<b>Overall Dimensions</b>	18 " W    24 " D    " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Steel frame on casters, 50 wire shelves able to maintain up angled position, rubber bumpers on each shelf.		
<b>Locations</b>	A144 (1), A147 (1)		

<b>Item Tag</b>	AR-05	<b>Item</b>	Metal All Purpose Cart
<b>Basis of Design</b>	Dick Blick Extra Heavy Duty Service Cart	<b>Model #</b>	30228-1001
<b>Overall Dimensions</b>	24 " W    36 " D    32 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Steel cart with 2 3" deep steel trays with mitered edges, rust resistant grey enamel finish, 5" casters.		
<b>Locations</b>	A137 (4), A147A (2)		

LAUREL SCHOOL DISTRICT

**MUSIC EQUIPMENT**

<b>Item Tag</b>	MU-01	<b>Item</b>	Student Music Chair
<b>Basis of Design</b>	Wenger Student Chair	<b>Model #</b>	0930000
<b>Overall Dimensions</b>	19.75 " W   21.25 " D   32 " H 15.5" Seat height	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Student music posture chair, polypropylene seat and back in black, black frame.		
<b>Locations</b>	C105 (30)		

<b>Item Tag</b>	MU-02	<b>Item</b>	Conductors Podium
<b>Basis of Design</b>	Wenger Conductors Podium	<b>Model #</b>	1110302
<b>Overall Dimensions</b>	43 " W   38 " D   12 " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Two-tier podium with safety rail, grey carpeted surface, built-in wheels,		
<b>Locations</b>	C103 (1)		

<b>Item Tag</b>	MU-03	<b>Item</b>	Choral Risers
<b>Basis of Design</b>	Wenger Stage Tek Seated Risers	<b>Model #</b>	
<b>Overall Dimensions</b>	288 " W   144 " D   " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Three 3'x8' 4-tier platforms, guardrails along rear and side. Leg storage clips under deck. Include universal deck and rail cart.		
<b>Locations</b>	C103		

LAUREL SCHOOL DISTRICT

<b>Item Tag</b>	MU-04	<b>Item</b>	Conductors Chair
<b>Basis of Design</b>	Wenger Conductor's Chair	<b>Model #</b>	157D091
<b>Overall Dimensions</b>	" W      " D      " H	<b>Finish</b>	To be selected from manufacturer's full range of standard finishes.
<b>Description &amp; Features</b>	Pneumatic height adjustment with footrest, 5-leg base		
<b>Locations</b>	C103 (1)		

LAUREL SCHOOL DISTRICT

**ALTERNATES**

The alternates listed below are all add –alternates and do not replace any items in the base bid.

**Alternate #01 – Area Rugs**

<b>Item Tag</b>	AC-07	<b>Item</b>	Classroom Area Rug
<b>Basis of Design</b>	Tandus Area Rugs	<b>Model #</b>	Custom
<b>Overall Dimensions</b>	9 “ W    12 “ D    “ H	<b>Finish</b>	To be selected from manufacturer’s full range of standard colors.
<b>Description &amp; Features</b> Tandus Stack 9 Border with 30 Squares of Color Plexus Field			
<b>Locations</b> One Per Classroom (60), C112 (1)			

**Alternate #02 – Monitor Arms**

<b>Item Tag</b>	AC-08	<b>Item</b>	Monitor Arm
<b>Basis of Design</b>	Humanscale	<b>Model #</b>	M8 Crossbar – Dual Monitor and Dual Mount
<b>Overall Dimensions</b>	“ W    “ L    “ H	<b>Finish</b>	To be selected from manufacturer’s full range of standard finishes.
<b>Description &amp; Features</b> Dual monitor mount arm to support monitors up to 21 lbs each, standard vesa plate, dual mount - clamp & bolt through (grommet mount) 12” straight link/dynamic link.			
<b>Locations</b>	A102 (2), A112 (1), A113 (1), A114 (1), A115 (1), A116 (1), A117 (1), A118 (1), A119(1), A122 (1), A124 (1), A129 (2), One at Each DK-03 (71)		
<b>Total</b>	85		

**Alternate #03 – Attic Stock (See Bid Sheet for Items and Quantities)**

LAUREL SCHOOL DISTRICT

**IV. BID QUOTATION REPLY SECTION**

Contract No. **LSD1701-ElementaryFFE**

Contract Title: **School and Office Furniture for Laurel Elementary School**

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Laurel School District by Monday, May 12, 2017 at 9:00am (Local Time) at which time bids will be opened.

**Bids shall be submitted to:**

**LAUREL SCHOOL DISTRICT  
C/O DONN STEELE, DIRECTOR OF BUILDINGS AND GROUNDS  
1160 S. CENTRAL AVENUE  
LAUREL, DELAWARE 19956**

**PUBLIC BID OPENINGS**

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within sixty (60) calendar days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING**



**FOR ILLUSTRATION PURPOSES ONLY**

State of Delaware																					
Subcontracting (2nd tier) Quarterly Report																					
Prime Name:						Report Start Date:															
Contract Name/Number						Report End Date:															
Contact Name:						Today's Date:															
Contact Phone:						*Minimum Required			Requested detail												
Vendor Name *	Vendor TaxID *	Contract Name/ Number *	Vendor Contact Name*	Vendor Contact Phone *	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor or UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid				

SAMPLE

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@state.de.us](mailto:vendorusage@state.de.us)

### PROPOSAL REPLY REQUIREMENTS

The response should contain at a minimum the following information:

1. One (1) paper copy of the **Appendix A** bid response paperwork.

The Appendix A – Pricing Spreadsheet is available at the following website:

[www.bids.delaware.gov](http://www.bids.delaware.gov)

Vendors **MUST** provide copies of all pricing spreadsheet tabs.

2. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment C).  
**MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**

3. One (1) complete, signed and notarized copy of the Bid Bond (See Attachment D).  
**MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**

4. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment F) for each subcontractor – only provide if applicable.

5. One (1) completed ITB Exception form (See Attachment G) – please check box if no information. Form must be included.

6. One (1) completed Confidential Information form (See Attachment H) – please check box if no information provided will be considered confidential or proprietary. Form must be included.

7. One (1) complete OSD application (see link on Attachment I) – only provide if applicable

The items listed above provide the basis for evaluating each vendor’s proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

**Laurel School District  
1160 S. Central Avenue, Laurel, Delaware**

**NO BID REPLY FORM**

**Contract No. LSD1701-ElementaryFFE**

**Contract Title: School and Office Furniture for Laurel Elementary School**

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

\_\_\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

\_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.

\_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Bidder's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Bidder's List **for these goods or services.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

**CONTRACT NO.: LSD1701-ElementaryFFE**  
**TITLE: School and Office Furniture for Laurel Elementary School**  
**DEADLINE TO RESPOND: MAY 12, 2017, 9:00AM LOCAL TIME**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Laurel School District.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment G, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Laurel School District.

COMPANY NAME \_\_\_\_\_ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

The above table is for informational and statistical use only.

PURCHASE ORDERS SHOULD BE SENT TO:  
 (COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?  
 YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

**Bid Bond**

**10% BOND TO ACCOMPANY PROPOSAL  
(NOT NECESSARY IF CERTIFIED CHECK IS USED)**

KNOW ALL MEN BY THESE PRESENTS That \_\_\_\_\_ of \_\_\_\_\_ of the County of \_\_\_\_\_ and State of \_\_\_\_\_ principal, and \_\_\_\_\_ of \_\_\_\_\_ of the County of \_\_\_\_\_ and the State of \_\_\_\_\_ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of \_\_\_\_\_ Dollars or \_\_\_\_\_ per cent (not to exceed \_\_\_\_\_ Dollars) of amount bid on Contract No. \_\_\_\_\_ to be paid to said State of Delaware for the use and benefit of the \_\_\_\_\_ of said State, for which payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal \_\_\_\_\_ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. \_\_\_\_\_, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. \_\_\_\_\_, and if said \_\_\_\_\_ shall well and truly enter into and execute said Contract No. \_\_\_\_\_ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand and \_\_\_\_\_ (20\_\_\_\_).

SEALED AND DELIVERED IN THE

Presence Of \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder (Principal) (Seal)

Witness

\_\_\_\_\_

BY

\_\_\_\_\_ (Seal)

Corporate  
Seal

\_\_\_\_\_  
Title

\_\_\_\_\_ BY

\_\_\_\_\_ (Seal)  
Name of Surety

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
Title

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the \_\_\_\_\_ (“**Owner**”) (*insert State agency name*), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Contract**”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Laurel School District

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

**PRINCIPAL**

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

**SURETY**

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

**SUBCONTRACTOR INFORMATION FORM**

Contract No. **LSD1701-ElementaryFFE**

Contract Title: **School and Office Furniture for Laurel Elementary School**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. LSD1701-ElementaryFFE	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**Use a separate form for each subcontractor**





**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

**BID SHEETS**

The company offers to furnish, after receipt by it, any purchase orders issued by the Board of Education of Laurel School District pursuant to the Invitation to Bid hereto attached and the General Conditions and detailed Specifications which comprise part of said Invitation to Bid the item or items listed below on these sheets.

Use caution when completing this form as the order of items listed in the Bid Sheet may vary from the order of the specifications.

If the bidder is offering a substitution to the proposed Basis of Design for any or all line items, the column labeled "Substitution" shall be checked and the Substitution Information Form (following Bid Sheets) shall be completed in full along with any supporting documentation as required by other sections of these Bidding Documents.

Key	Description	Manufacturer	Model	Qty	Unit Price	Extended	Warranty (years)	Lead Time (weeks)	Substitution
CH-01	K-2 Student Chair	KI, Inc.	Intellect Wave 15"	756					
CH-02	3-5 Student Chair	KI, Inc.	Intellect Wave 18"	1006					
CH-03	Teacher's Desk Chair	KI, Inc.	Sift Task Chair	78					
CH-04	Teacher's Work Stool	KI, Inc.	Strive Stool No Arm Chair	64					
CH-05	Principal Desk Chair	Humanscale	Freedom with Headrest	2					
CH-06	Admin. Offices Guest Chair	KI, Inc.	Doni Sled Base Chair	16					
CH-07	General Conference Chair	KI, Inc.	Strive Task, Upholstered Seat	78					
CH-08	Administration Conference Chair	Global Total Office	Accord	10					
CH-09	Administration Staff Chair	Humanscale	Diffrient Smart	15					
CH-10	Cafeteria Stacking Chair	Global Total Office	Duet	424					
CH-11	Activity Table Seating - Round	TenJam	Circle Duraflex	198					
CH-12	Activity Table Chair - Round	TenJam	Circle Duraflex	218					
CH-13	PT/OT Balance Ball Chair	Gaiam	Classic Balance Ball Chair	6					
CH-14	Student Task Chair	KI, Inc.	Intellect Wave Task	81					
CH-15	Exam Stool	KI, Inc.	Medical and Laboratory Stool	3					
CH-16-A	Lobby Waiting Chair	Carolina	Voyage	4					
CH-16-B	Lobby Waiting Bariatric Chair	Carolina	Voyage	4					
CH-17	Learning Commons Chair	KI, Inc.	Intellect Wave 18"	32					

Key	Description	Manufacturer	Model	Qty	Unit Price	Extended	Warranty (years)	Lead Time (weeks)	Substitution
CH-18	Therapy Mat Platform	Clinton Industries	Mat Platform	1					
CH-19	Recovery Couch w/ Sliding Doors	Clinton Industries	Recovery Couch w/ Sliding Doors	6					
CH-20	Exam Table	Clinton Industries	Exam Table	2					
CH-21	Nurse's Waiting Chair	KI, Inc.	Strive Sled Base	5					
CH-22	Guidance Waiting Chair	KI, Inc.	Strive Sled Base, Upholstered Seat	11					
CH-23	Learning Commons Lounge	Russwood	Nook Desk with Backrest Bench	1					
CH-24-A	Learning Commons Rectangular Bench	Steelcase	Alight Bench Ottoman	6					
CH-24-B	Learning Commons Ottoman	Steelcase	Alight Round Ottoman	12					
CT-01	Stacking Chair Dolly	Global Total Office	Duet Cart	11					
CT-02	Book Truck	Smith System	Book Truck	1					
DK-01	K-2 Student Desk	KI, Inc.	Intellect Wave Cantilever Rectangular Desk	764					
DK-02	3-5 Student Desk	KI, Inc.	Intellect Wave Contour Desk	720					
DK-03	Teacher's Desk	KI, Inc.	SPECIAL - Single Pedestal Desk	71					
DK-04-A	Administration Desk	Indiana	Canvas	4					
DK-04-B	Administration Desk	Indiana	Canvas	2					
DK-05	Principal's Desk	Indiana	Canvas	2					
DK-06	30x72 Double Pedestal Desk	KI, Inc.	700 Series 30x72 Double Pedestal Desk	8					
DK-07	30x60 Single Pedestal Desk	KI, Inc.	700 Series 30x60 Single Pedestal Desk	5					
DK-08	Computer Table with Electric Store Away Monitor	ISE	Line of Sight Gen 2 Electric Store Away Flat Screen Table	5					
DK-09	Computer Table with Electric Store Away Monitor - ADA	ISE	Line of Sight Gen 2 Electric Store Away Flat Screen Table - ADA	1					
DK-10	Double Wide Computer Table	ISE	Line of Sight Gen 2 Recessed Top Computer Desk	30					
DK-11	Single Wide Computer Table - ADA	ISE	Line of Sight Gen 2 Recessed Top Computer Desk - ADA	6					

Key	Description	Manufacturer	Model	Qty	Unit Price	Extended	Warranty (years)	Lead Time (weeks)	Substitution
FL-01	5-High Vertical File	KI, Inc.	700 Series 5-H vertical	4					
FL-02	3-High Bookcase	KI, Inc.	700 Series Metal Bookcase	17					
FL-03-A	Multimedia/Wardrobe Storage Unit	Indiana	Canvas Lateral Base, Hutch & Wardrobe	2					
FL-03-B	Multimedia Storage Unit	Indiana	Canvase Lateral Base & Hutch	6					
FL-04	4-High Lateral	KI, Inc.	700 Series	30					
TB-01	60" Round Table	KI, Inc.	Intellect Activity Table 60" Round	16					
TB-02	Adjustable Height Activity Table	KI, Inc.	Workup Counterbalance 120 <sup>o</sup> Table	64					
TB-03	Learning Commons Table	Russwood	Sync Table	9					
TB-04	Large Conference Table	Indiana	Niche Table - 48x120	3					
TB-05	36x36 Activity Table	KI, Inc.	Intellect Activity 36x36	3					
TB-06	End Table	KI, Inc.	Sela Square End Table	6					
TB-07	Teacher Work Room Table	KI, Inc.	Intellect Activity Table 36"x60"	11					
TB-08	Cafeteria Table, Rectangular	Palmer Hamilton	63T Rectangular w/ Attached Bench	30					
TB-09	ADA Cafeteria Table	Palmer Hamilton	63T Rectangular w/ Attached Bench - ADA Model	4					
TB-10	36" Round Table	KI, Inc.	Intellect Activity Table 36" Round	1					
TB-11	Art Room Tables	KI, Inc.	Intellect Activity Table 30"x72"	24					
TB-12	Music Room Table	KI, Inc.	Intellect Activity Table 36"x60"	8					
TB-13	Round Cafeteria Table	Palmer Hamilton	22M Round Table	15					
TB-14	PT Testing Table	KI, Inc.	Intellect Activity Table 24"x60"	2					

**Accessories**

Key	Description	Manufacturer	Model	Qty	Unit Price	Extended	Warranty (years)	Lead Time (weeks)	Substitution
AC-01	Mobile White Board	Safco	Rumba Screen Whiteboard 36x54	65					
AC-02	Big Book Easel	Jonti Craft	Magnetic Write and Wipe Big Book Easel	30					
AC-03-A	Step Stool	Jonti Craft	Step Up Deluxe Stool	2					
AC-03-B	Step Stool	Loll Designs	Double Step Stool	68					
AC-04	Teacher's Mobile Lectern	KI, Inc.	All-Terrain Binder Tower	70					
AC-05	Mobile Box/File Ped w/ Cushion Top	KI, Inc.	KI 700 Series Mobile Box/File Pedestal w/ Cushion Top	70					
AC-06	Rest Cot	Sprogs (School Outfitters)	Deluxe Stackable Daycare Cot	5					

**Art Room Equipment**

AR-01	Mobile Art Storage Cart	Hann Manufacturing	Mobile Storage Cart	4					
AR-02	Paper Roll Rack	Dick Blick	Portable Rola Rack Deluxe Paper Rack	1					
AR-03	Paper Cutter	X-Acto	Heavy Duty Square Trimmer 24x24	1					
AR-04	Drying Rack	AWT	18x24 w/ 50 Shelves	4					
AR-05	Metal All Purpose Cart	Dick Blick	Extra Heavy Duty Service Cart	6					

**Music Room Equipment**

MU-01	Student Music Chair	Wenger	Student Chair	30					
MU-02	Conductors Podium	Wenger	Conductors Podium	1					
MU-03	Choral Risers	Wenger	Stage Tek	6					
MU-04	Conductors Chair	Wenger	Conductors Chair	1					

**TOTAL BASE BID**

\$ \_\_\_\_\_

**ALTERNATES**

**ALTERNATE #01 - Classroom Area Rugs**

Key	Description	Manufacturer	Model	Qty	Unit Price	Extended	Warranty (years)	Lead Time (weeks)	Substitution
AC-07	Classroom Area Rug	Tandus	Crayon and Color Plexus	61					

**TOTAL ALTERNATE #01**

\$ \_\_\_\_\_

**ALTERNATE #02 - Monitor Arms**

Key	Description	Manufacturer	Model	Qty	Unit Price	Extended	Warranty (years)	Lead Time (weeks)	Substitution
AC-08	Monitor Arm	Humanscale	M8 Crossbar Monitor Arm - Clamp Mount	85					

**TOTAL ALTERNATE #02**

\$ \_\_\_\_\_

**ALTERNATE #03 - Attic Stock**

Key	Description	Manufacturer	Model	Qty	Unit Price	Extended	Warranty (years)	Lead Time (weeks)	Substitution
CH-01	K-2 Student Chair	KI, Inc.	Intellect Wave 15"	24					
CH-02	3-5 Student Chair	KI, Inc.	Intellect Wave 18"	24					
CH-03	Teacher's Desk Chair	KI, Inc.	Sift Task Chair	2					
CH-04	Teacher's Work Stool	KI, Inc.	Strive Stool No Arm Chair	2					
CH-11	Activity Table Seating - Round	TenJam	Circle Duraflex	6					
CH-12	Activity Table Chair - Round	TenJam	Circle Duraflex	6					
DK-01	K-2 Student Desk	KI, Inc.	Intellect Wave Cantilever Rectangular Desk	24					
DK-02	3-5 Student Desk	KI, Inc.	Intellect Wave Contour Desk	24					
DK-03	Teacher's Desk	KI, Inc.	SPECIAL - Single Pedestal Desk	2					

Key	Description	Manufacturer	Model	Qty	Unit Price	Extended	Warranty (years)	Lead Time (weeks)	Substitution
TB-02	Adjustable Height Activity Table	KI, Inc.	Workup Counterbalance 120° Table	2					
AC-01	Mobile White Board	Safco	Rumba Screen Whiteboard 36x54	2					
AC-02	Big Book Easel	Jonti Craft	Magnetic Write and Wipe Big Book Easel	1					
AC-04	Teacher's Mobile Lectern	KI, Inc.	All-Terrain Binder Tower	2					
AC-05	Mobile Box/File Ped w/ Cushion Top	KI, Inc.	KI 700 Series Mobile Box/File Pedestal w/ Cushion Top	2					

**TOTAL ALTERNATE #03**

\$ \_\_\_\_\_