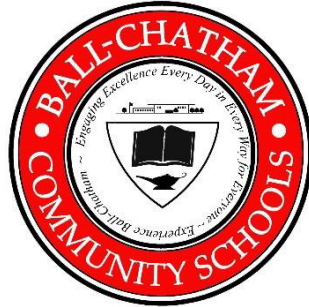


**REQUEST FOR
PROPOSAL #
024-008**



**Request for Proposal for Office furniture for
the New District Office at 1475 E. Plummer Blvd.**

Proposals will be accepted March 15, 2024 at the following location:

**Facilities and Grounds Department
593 Chatham Road
Chatham IL 62629**

**For inquiries please contact:
Mike Dobbs
Director of Facilities and Grounds
593 Chatham Road
Chatham IL 62629
217-483-5078
E-Mail- mdobbs@bcsd5.org**

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Sealed proposals **plainly marked with “RFP 024-008” ON THE OUTSIDE OF THE MAILING ENVELOP AND ON THE SEALED PROPOSAL ENVELOP**, delivered to Ball-Chatham Facilities and Grounds Department, 593 Chatham Road, Chatham, IL 62629 will be accepted until the date and time identified.

The Ball-Chatham CUSD #5 is interested in receiving proposals from service providers for the purchase of Office furniture for BCSD# 5. It is the desire of the district to procure a vendor, or vendors, for a one time purchase of the furniture for the district.

Pricing provided through this RFP shall be locked for the duration of the purchase timeline. There shall be no unit price increases, added fees, costs or increases of any kind without the advanced, written permission by the District.

Any proposal received after the stated date and time may not be considered.

A signature by an officer or employee having legal authority to bind the Proposer must be sign all proposals.

Sub-contracting of any portion of this agreement without the expressed written consent of the District is prohibited.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days to provide the district with the services specified in this RFP.

The District reserves the right, prior to the Board of Education’s acceptance, to cancel the RFP or portions thereof, without penalty.

The District reserves the right to award this contract in whole to one vendor or by category to multiple vendors.

The Ball-Chatham Board of Education reserves the right to reject any or all proposals, to waive any technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Ball-Chatham School CUSD #5 (District).

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1. Introduction:

The Ball-Chatham School District, herein referred to as the District, is seeking proposals for Office furniture for BCSD# 5.

The objective of the RFP is to make an award to a qualified vendor, or vendors, who deliver the best overall value to the District while meeting or exceeding the specifications and requirement of this RFP. The district shall consider this RFP as having two (2) separate categories. Categories are as follows:

- 1) Furniture purchase cost
- 2) Additional costs such as assembly, delivery or set up.

TENTATIVE SCHEDULE OF EVENTS

To the extent possible, the following tentative schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the District reserves the right to modify the dates below as necessary.

RFP PUBLISHED	February 23, 2024
PRE-PROPOSAL CONFERENCE	March 1, 2024 @ 10:00AM
PROPOSAL DUE DATE	March 15, 2024 @ 2:00 PM
REVIEW OF PROPOSALS BY COMMITTEE	March 15, 2024
COMMITTEE RECOMMENDATION TO BOE	March 27, 2024
CONTRACT AWARD	March 28, 2024

2. Scope of Work:

1. Provide adequate quantities and sized furniture pieces per the specifications provided in the RFP.
2. Include pricing for delivery and assembly separate from the base bid
3. Provide warranty terms and conditions for repair and/or replacement
4. Have the availability to store the items for 30-45 days
5. Provide anticipated lead times for all items included in the bid

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QTY	DESCRIPTION	UNIT COST
12	TABLE, FLIP TOP, Table Size 72"W x 36"D x 30"H, Leg Color, Black Table Top Color- Cherry, Table Top Material- Laminate/Melamine Table Top Edging- Black or Cherry	
45	Executive Chair, 26"W x 29"D x 49"H, Black, Leather Upholstery	
1	Conference Table, Oval or Rectangular, Cherry Finish, 71"W x 36"D x 30"H	
100	Nesting Chair, 22 x 22x 33, Flip Seat, Armless, Black Frame, Black Mesh Back, w/ Carpet Casters	
57	Guest Chair, Stackable w/ Arms, 23" x 22" x 32", Mesh Back, Padded Seat, Black	
20	Task Chair w/ Arms, 28"W x 28"D x 42"H, Black Mesh Back, Black Seat Cushion	
1	Table, Round, 36" Diameter, 30" Height, Cherry Finish	
3	Table, Rectangular, Cafeteria, 72"W x 30"D, Grey Laminate Top, Black Edging, Black/Grey Frame	
12	Chair, Cafeteria, Stackable, Black or Grey, 20"W x 19"D x 31"H, Black frame, 16" Gauge Frame w/floor glides	
4	Guest Chair, Wood Base and Arms, Thick Padded Seat and Back, 24"W x 25"D x 36"H, Charcoal Fabric, Cherry Finish	
1	Coffee Table, 48"W x 24"D x 16"H, Cherry Finish	

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INSTRUCTIONS TO PROPOSERS

1. DEFINITIONS OF KEY WORDS:

District – Ball-Chatham Community Unit School District #5 Chatham IL 62629

Proposer – Any individual, partnership or corporation that submits a proposal in response to this solicitation.

May – Indicates something that is not required but may be permissible

Shall, Will or Must – Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement may at the District's sole discretion result in rejection of a proposal as non-responsive

Should – Indicates something that is recommended but not mandatory.

2. PRE-PROPOSAL CONFERENCE:

The pre-proposal conference date and time is listed in the Tentative Schedule of Events and will be held in the same location as the bid opening. Attendance is not mandatory. However, there will be no written minutes taken or provided of this meeting. If a Proposer is unable to attend the meeting, questions must be submitted via email at least three (3) days prior to the date the RFP submission is due. The purpose of the meeting is to clarify the contents of this RFP in order to prevent any misunderstanding as to the requirements for this request. Any apparent omission, discrepancies or errors within the RFP should be presented to the District at this meeting. The district will then determine the appropriate action necessary and may issue an amendment, at the discretion of the District. Oral statements or instructions will not constitute an amendment to this RFP.

3. INQUIRIES:

Any inquiry should be directed to the Director of Facilities and Grounds, Mr. Mike Dobbs whose contact information may be found above. A Proposer shall not contact, nor ask questions of, anyone other than as directed by the RFP. Any correspondence related to this RFP should refer to the appropriate RFP number found on the first page of this document and identify on the outside that it contains questions regarding the RFP. Otherwise, it may not be opened until after the proposal date. Oral interpretations will not be provided.

4. SCOPE OF WORK:

All Proposers should familiarize themselves with the scope of work for this proposal. The Proposer shall be responsible for fully understanding the requirements and satisfy itself as to the expense and difficulties accompanying the fulfillment of the contract requirements. The submission of the proposal will constitute a representation of compliance by the Proposer. There will be no subsequent financial adjustment due to lack of such familiarization.

5. PREPERATION OF PROPOSAL:

- A. All proposals shall be submitted on the forms and in the manner prescribed by this document. Facsimiles will not be accepted.
- B. At a minimum, your proposal should include the signed offer and acceptance form, signed copies of solicitation amendments, completed pricing page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s) or cover letter accompanying the proposal shall constitute an irrevocable offer to sell the goods and/or service specified herein. Proposer shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. Periods of time stated as a number of days shall mean calendar days.
- E. It is the responsibility of the Proposer to examine the entire RFP package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdraw after the due date and time.

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- F. The District shall not reimburse any Proposer for the cost associated with the preparation or submission of any RFP documentation.
- G. No sub-contracting of any service is allowed without the express, written permission of the District.

6. TAXES:

The District is a tax-exempt municipality.

7. PUBLIC RECORD:

All proposals submitted become the property of the District and shall become a matter of public record available to review subsequent to the award notification.

8. WHERE TO SUBMIT PROPOSALS

In order to be considered, the Proposer must complete and submit its proposal to the District at the location identified on page 1 of this document, prior to the date and time indicated. The Proposer's proposal shall be submitted in a sealed envelope. The words, "**SEALED PROPOSAL**" with the REQUEST FOR PROPOSAL NUMBER, DUE DATE AND TIME along with the Proposer's NAME AND ADDRESS written on the envelope.

9. LATE PROPOSALS:

Late proposals will not be accepted

10. OFFER AND ACCEPTANCE PERIOD:

In order to allow for an adequate review period, all proposals must be valid and irrevocable for a period of ninety (90) days from the proposal due date.

11. WITHDRAWAL OF PROPOSAL:

At any time prior to the proposal due date and time, a Proposer may formally withdraw the proposal by written letter, facsimile or email from the Proposer or a designated representative. Telephone or oral requests will not be considered.

12. DISCUSSIONS:

The District reserves the right to conduct discussion with Proposers for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, this RFP.

13. CONTRACT NEGOTIATIONS:

Exclusive or concurrent negotiations may be conducted with responsible Proposer(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Proposers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Proposers. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Proposer. In the event the District deems that negotiations are not progressing, the District may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

14. AWARD OF CONTRACT:

Notwithstanding any other provision of the RFP, the District reserves the right to:

1. Waive any immaterial defect or informality; or
2. Reject any or all proposals, or portions thereof; or
3. Reissue the RFP

A response to this RFP is an offer to contract with the District based upon the terms, conditions and the

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Scope of Work contained in this RFP. Proposals do not become contracts unless, and until, they are executed by the District. A contract has its inception in the award, eliminating a formal signing of a separate contract. All terms and conditions of the contract are contained in this RFP, unless any of the terms and conditions are modified by an RFP amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

STANDARD TERMS OF CONTRACT

1. **Criminal History Record Information Checks:** The contractor shall only provide staff that have successfully passed a finger-print based criminal history records information check (*background check*) that complies with Public Act 93-909 amended sections 10-21.9 and 34-18.5 of the Illinois School Code [105 ILCS5/10-21.9 and 105 ILCS 5/34-18.5]
2. **Americans with Disability Act:** The contractor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.
3. **Assignment/Delegation:** The contractor without the prior written approval of the District may assign no right or interest in this contract. No delegation of any duty of the contract shall be made without the prior written approval of the District.
4. **Applicable Law:** The contract shall be governed, and the District and the vendor shall have all remedies afforded to each, under the law of the State of Illinois. State law claims shall be brought only in Sangamon County.
5. **Clean-up:** The contractor shall at all times keep the contract area, including storage areas used by the contractor, free from accumulation of waste material and rubbish and, prior to the completion of work, remove any rubbish from the premises. All waste generated from the project shall be removed by the contractor.
6. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the District for the purposes of assuring that no information contained in its records or obtained from the District shall be used by or disclosed by it, its agents, its officers or employees, except as required, to efficiently perform duties under the contract. Persons requesting such information should be referred to the District.
7. **Contract Amendments:** The District's Superintendent, Chief Financial Officer or their designee will have the sole authority to:
 - a. Amend the contract or enter into supplemental written agreements
 - b. Grant time extensions or contract renewals
 - c. Otherwise modify the scope or terms and provisions of the contract
8. **Failure to Perform:** The contractor shall be responsible to deliver conforming materials as identified in this contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of this contract. Noncompliance may be deemed cause for possible contract termination.
9. **Gratuities:** The District may, by written notice to the contractor, terminate this contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any officer, or employee of the District. In the event this contract is terminated pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the contractor the amount of the gratuity.
10. **Independent Contractor:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed or construed to be an employee or agent of the other party for any purpose.
11. **Indemnification:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and all claim adjusting and handling expense, related to, and arising from or out of or services and/or products provided in the performance of this contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any

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12. of them may be liable and any injury or damages claimed by any of contractor's and subcontractor's employees. It is agreed that the contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. The contractors agree to waive all rights of subrogation against the District, it's agents, representatives, officers, directors, official's employees and volunteers for losses arising from the work performed by the contractor for the District.
13. **Licenses:** Contractor shall maintain in current status all Federal, State and local license and permits required for the operation of the business conducted by the contractor as applicable by this contract.
14. **Rights and Remedies:** No provision in this document or in the contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of a claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract, to exercise or delay the exercise of any right or remedy provided in the contract or by law, or to accept materials or services required by the contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
15. **Subcontracts:** No subcontracts shall be entered into by the contractor with any other party to furnish any of the materials/services specified herein without the advance written approval of the District.
16. **Termination of Contract:** This contract may be terminated at any time by mutual written consent, or by the District, with or without cause, upon giving 30 days' written notice. The District, at its convenience, by written notice may terminate this contract, in whole or in part. If this contract is terminated, the District shall be liable only for the payment under the payment provision of this contract for services rendered and accepted materials received by the District before the effective date of the termination.

The District reserves the right to terminate the whole or any part of this contract due to the failure of the contractor to carry out any term or condition of the contract. The District will issue a written ten (10) day notice of default to the contractor for acting or failing to act as specified in any of the following:

In the opinion of the District, the contractor provides personnel that do not meet the requirements of the District;

In the opinion of the District, the contractor fails to perform adequately the stipulations, conditions or services/specifications required by the contract;

In the opinion of the District, the contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The contractor fails to furnish the required service and/or product within the time stipulated by the contract;

In the opinion of the District, the contractor fails to make progress in the performance of the requirement of the contract;

The contractor gives the District a positive indication that the contractor will not or cannot perform to the requirements of the contract.

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SPECIAL TERMS AND CONDITIONS

1. Insurance:

The contractor agrees to:

- A. Obtain or maintain insurance coverage of the type and any amount required by this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the District at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days' notice for cancellation due to non-payment of premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the District as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this contract. The insurance hereunder will be primary and that any insurance carried by the District will be excess and not contributing.
- C. Provide and maintain minimum limits as applicable:

Commercial General Liability	Limits of Liability
Policy shall include bodily injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each occurrence	\$ 1,000,000
General Aggregate (including per project)	\$ 2,000,000
Products and Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising injury	\$ 1,000,000
Blanket Contractual Liability	\$ 1,000,000

Commercial Automobile Liability	
Policy shall include Bodily injury and Property Damage for any owned, hired and/or non-owned vehicles used in the operations, installation and maintenance of facilities under this agreement	
	\$ 1,000,000

Workers' Compensation	
Per Occurrence	
Employers' Liability	\$ 1,000,000

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PRICE PAGE

Prices listed must be all inclusive. No other costs may be added to the listed prices submitted in this proposal. All invoices must match the offered unit price for the duration of this contract.

1. The Proposer shall provide pricing for each item listed in the scope of work
2. The Pricing Sheet shall contain unit cost per item. If multiple options are provided for any item, pricing for each items shall be provided.
3. Price Listing sheet:
 - a. The District may wish to purchase items that are not listed in the RFP. Proposers must provide a pricing guide/catalog for all available items that may be available to the District.
 - b. The Proposer shall include either a pricing list for the catalog items or the available discount percentage that will be provided to the District for items in the catalog.
 - c. Proposers shall provide a list of all services available even if they are not included in the requested services.
 - d. Proposers shall include a price list of all services available to the District, even if they are not included in the RFP.

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OFFER AND ACCEPTANCE

To the Ball Chatham Community Unit School District #5:

The undersigned hereby offers and shall furnish the materials and/or services in compliance with all terms, scope of work, conditions, specification and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer contact:

Name: Mike Dobbs

Title: Director of Facilities

Phone: 217-483-5078

Fax: 217-483-7407

Email: mdobbs@bcasd5.org

Company Name

Address

City State Zip

Signature of Authorized Person

Printed Name

Title