

REQUEST FOR PROPOSAL

**GARRARD COUNTY BOARD OF EDUCATION
322 W. Maple Avenue
Lancaster, KY 40444**

GMS Restroom Renovations

The Garrard County Board of Education (Board of Education or Board) will receive sealed proposals for the renovations of eight (8) restrooms at the Garrard County Middle School. You are invited to submit a sealed proposal subject to the terms and conditions included herein. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your proposal.

Proposals shall be in a sealed envelope and clearly marked “**GMS Restroom Renovations**” in the lower left-hand corner. The vendor’s return address shall appear in the upper left-hand corner. Proposals must be mailed or delivered to the following address:

Garrard County Board of Education
Attn: Stacy Coffey, Finance Director
322 W. Maple Avenue
Lancaster, KY 40444

Time of proposal opening: Proposals must be received by 10:00 a.m., on Monday, May 20, 2024, at which time (or as soon as the business of the Board permits) they shall be publicly opened and read aloud; however, an immediate decision will not be rendered.

All proposals must be received by the designated time stated in the Request for Proposal, and none will be considered thereafter. Failure to have the proposal in the District Office prior to the proposal opening will automatically prevent the reading of your proposal.

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail to deliver proposals on time.

See enclosed “General Proposal Instructions and Conditions.”

GENERAL PROPOSAL INSTRUCTIONS AND CONDITIONS **(PLEASE READ CAREFULLY)**

A. ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities or informalities in proposals received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not provide satisfactory proof that the vendor is qualified to carry out the details of the contract.

B. PROPOSAL DOCUMENTS

All "Proposal Forms" provided with this "Request for Proposal" must be submitted.

No proposal can be corrected or altered or signed after being opened. The Board shall not be responsible for errors or omissions on the part of vendors in making up their proposals. Any proposals received unsigned shall be rejected.

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Corrections made with correction tape or fluid are to be initialed.

C. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the representatives of the Board of Education after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each party submitting a proposal follow carefully the specifications detailed herewith. Only items meeting the requirements, subject to the Board's consideration of stated exceptions, are to be quoted on the regular proposal form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including, but not limited to, cases where such waiver is necessary due to technical errors of inconsistencies in the preparation of such specifications.

D. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this request for proposal to be and the Model Procurement Regulations, the Regulations shall control.

E. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any vendor to perform the work, and any vendor shall, upon request, furnish such information as may be necessary to determine ability, including a performance bond, if requested.

F. EXCUSE FOR NON-PERFORMANCE

The successful vendor shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

G. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed. The Board of Education will furnish the successful vendor with proper tax exemption certificates upon request.

I. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or an accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this proposal shall be that of the educational and business staff of the Board of Education.

J. DELIVERY

The vendor agrees to furnish and deliver the items within the terms of the contract as the Board's representative may prescribe, including the labor to deliver, uncrate and set in place to make-ready for final connections by others. Haul away and dispose of existing equipment.

All costs for delivery, including drayage, freight, and the packaging of said articles, are to be borne by the vendor, and must be included in your proposal prices.

K. NON-DISCRIMINATION

During the performance of this Contract, the vendor agrees as follows:

- (1) The vendor shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The vendor shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, or political opinion or affiliation. Such action shall include, although is not 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 vendor agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.
- (2) The vendor shall in all solicitations and/or advertisements for employees placed by or on behalf of the vendor, state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
- (3) The vendor shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

L. CERTIFICATION REGARDING LOBBYING:

The vendor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certification Regarding Lobbying, and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and will annually sign and submit a certificate, if applicable.

M. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:

The vendor understands that a contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management, in accordance with the OMV guidelines at 2 CFR 200.213 that implement Executive Orders 12549 and 12689, "Disbarment and Suspension."

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Board of Education. If it later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Board of Education, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 200.213 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

N. TERMINATION OF CONTRACT

Procedure – The contract may be canceled for cause by either party upon issuance of written notice. The Board of Education will terminate the contract if the successful vendor fails to perform at the level specified in the contract document, and the successful vendor may terminate the contract if the Board of Education fails to meet the specified payment terms. Each party shall follow the procedures outlined below, if a contract is to be terminated:

- (1) – Issue a warning letter outlining violations and the length of time (two weeks) to correct the problem.
- (2) – Issue a letter of Intent to Cancel Contract, if the problem is not resolved by the given date.
- (3) – Issue letter of Contract Cancellation.

Labor Disputes – In the event that the physical facilities of the vendor are destroyed or a labor dispute makes performance under the terms of this contract impossible, the vendor will not be held liable by the Board of Education. In the event of a labor dispute, which continues for more than ten (10) working days, the Board of Education may cancel the contract and the vendor will not be responsible for damages due to labor dispute. During the ten days, the Board of Education will discuss alternatives with the vendor.

Performance Evaluation – Vendor performance will be evaluated; unsatisfactory performance may result in removal from the eligible contractors' list.

Inconvenience to the District – After acceptance, the successful vendor will be liable for any damages or expenses, including attorney fees, incurred as a result of its violations or attempts by the participants to enforce this contract.

O. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.2000

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational and Safety Health Act) standards, and must comply with Hazard Communication Standard 1910.2000 of the Occupational Safety and Health Administration.

P. PROPOSALS

Any proposals received after the scheduled time of opening will be returned unopened to the vendor.

No proposal can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of the vendors in making up their proposals. Any proposals received unsigned shall be rejected.

All regular proposals must be submitted in accordance with specifications on the proposal form supplied with this request. The submission of a proposal on the proposal form certifies that the product meets any and all specifications, except as noted on such form.

Q. PRICES

All prices quoted by the various vendors must be firm for a minimum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices will then be firm.

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Proposals that have clerical errors or irregularities are subject to correction only with concurrence with the Finance Director. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

R. OR EQUAL CLAUSE

Whenever, in any contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

SPECIAL CONDITIONS

AWARDING OF CONTRACT(S):

Contracts will be awarded to the vendor meeting all specifications and conditions, and subject to all other provisions of this request for proposal, on a total basis as deemed to be in the best interest of the Board of Education.

TECHNICAL SPECIFICATIONS:

Technical specifications are attached for various items to indicate quality of merchandise requested and not to restrict proposals on equal or better quality items. Low prices will not be the only criterion for awarding proposals, as each item shall be subject to evaluation and/or usage test prior to the awarding of the proposals and for the duration of the contract on any item. Quality will be given prime consideration in awarding contracts.

REQUIREMENTS:

Deliveries will be accepted as determined by the building principal or food service director. All deliveries must be made to the location indicated on proposal specs and signed for by a responsible board representative.

All invoices must show the date of delivery, name of location, and list of items delivered by item name.

Return ALL attachments in this section

- ATTACHMENT A:** PROPOSAL RESPONSE- Vendor provided per terms outlined
- ATTACHMENT B:** CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS
- ATTACHMENT C:** CONFLICT OF INTEREST
- ATTACHMENT D:** CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- ATTACHMENT E:** NON-COLLUSION STATEMENT
- ATTACHMENT F:** STATEMENT OF SUBMISSION
- ATTACHMENT G:** ACCEPTANCE OF PROPOSAL AS CONTRACT

All attachments in this section must be returned including the vendor response form from the product specification packet

ATTACHMENT B:

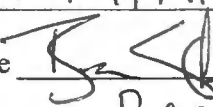
CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

GMS RESTROOM RENOVATIONS

To: Stacy Coffey, Finance Director
Garrard County Board of Education
322 W. Maple Avenue
Lancaster, KY 40444

In compliance with the REQUEST FOR PROPOSAL, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this proposal shall be in compliance with all requirements and technical specifications included in this proposal, except as noted below:

Exceptions:

Name of Company/Individual Slater Brothers Enterprise, Inc.
Address P.O. Box 302
Richmond, KY 40476
Authorized Signature 
Please Print or Type Name Ben Slater
Official Title CEO Date 5/16/24
Telephone # (859) 302-2411 Fax # _____
Email Address bslater@slater-brothers.com

ATTACHMENT C:

CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract; and any solicitation or proposal therefore, in which to his/her knowledge:

(A) He/she, or any member of his/her immediate family, has a financial interest herein; or

(B) A business or organization in which he/she or any member of his/her immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or

(C) Any other person, business, or organization with whom he/she or any member of his/her immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but is not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any Board member or employee with procurement authority, or a member of his/her immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the Board member or employee to forfeiture of his/her position and/or employment with the school system.

I hereby certify that no member of my immediate family is an employee with procurement authority or Board member of the Garrard County Board of Education.

Slater Brothers Enterprise, Inc.
Name of Company

[Signature]
Authorized Signature

5/15/24
Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

Note: This certificate must be signed and attached to the proposal form in order for your proposal to be qualified.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION


This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation on this document.

Slater Brothers Enterprise, Inc.
Company Name

GMS RESTROOM RENOVATIONS
Proposal Reference

Ben Slater, CEO
Name and Title of Authorized Representative


Signature

5/15/24
Date

ATTACHMENT E

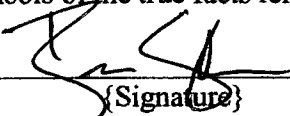
NON-COLLUSION STATEMENT

I state that I am CEO of Slater Brothers Enterprise, Inc.
(Title) (Name of Firm)

and that I am authorized to make this statement on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid. I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid or other noncompetitive bid.
- (5) My firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that my firm understands and acknowledges that the above representations are material and important and will be relied on by the schools in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands that any misstatement is and shall be treated as fraudulent in concealment from the schools of the true facts relating to the submission of bids for this contract.



{Signature}
CEO

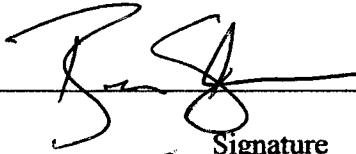
{Title}

ATTACHMENT G

ACCEPTANCE OF PROSAL AS CONTRACT

I BEN SLATER, understand that if my proposal is accepted and approved, this document represents a contract to accept the proposal as submitted.

Ben Slater
Printed name of Authorized Signatory


Signature
5 / 16 / 2024
Date

Board Chairman
Garrard County Board of Education

Date

Request for Proposals for Restroom Renovations at Garrard County Middle School.

There will be 8 total restrooms remodeled. 6 main student restrooms and 2 faculty restrooms.

Details for labor, equipment, and material:

- *Demo and dispose of existing partitions, lights, sinks, mirrors and ceiling tile. (Dumpster to be provided by contractor).
- *Replace all sinks with new wall mount sinks with new faucets and all plumbing associated.
- *Remove and re-install existing commodes and urinals.
- *Supply and Paint existing ceiling grid and any HVAC diffusers/louvers.
- *Provide and install new pvc/vinyl ceiling tile
- *Provide and install new lights (2'x4' LED troffers).
- *Provide paint and paint all walls.
- *Install vinyl flooring (vinyl and adhesive will be provided by owner).
- *Supply and install new transitions and cove base
- *Supply and Install new stainless-steel partitions.
- *Supply and Install new stainless-steel hand dryers.
- *Supply and Install new mirrors.
- *All partitions, sinks and mirrors should be ADA compliant where needed.
- *All holes/cracks in walls and floors should be patched.
- *All dispensers are to be re-hung in original locations.

*****It is the contractors responsibility to:**

Keep all areas clean and safe.

Keep all tools, equipment and materials secure.



Slater Brothers Enterprise, Inc.
PO Box 302
Richmond, KY 40475

Garrard County Board of Education
Attn: Stacy Coffey, Finance Director
322 W. Maple Avenue
Lancaster, KY 40444

RE: RFP – GMS Restroom Renovation

Dear Stacy Coffey:

Please accept this as our official proposal to perform construction services. This proposal is stated in accordance to the specifications in the RFP “GMS Restroom Renovations”. This quote is stated as a lump sum in the amount of **\$127,250.00**.

- A scope of work for the bathroom at Garrard County Middle School:
 - o Demo and Disposal of existing partitions, lighting, sinks and ceiling tile
 - o Replace existing sinks with wall mounted sink and faucet
 - o Remove and re-install existing commodes
 - o Remove and re-install existing urinals
 - o Paint existing ceiling grid
 - o Install new ceiling tiles
 - o Replace existing drop ceiling lights with new 4’x2’ troffer LED
 - o Paint walls one solid color in bathroom
 - o Install vinyl flooring and cove base (vinyl provided by Owner)
 - o Install stainless steel partitions
 - o Install hand dryers
 - o Install new mirrors
 - o Patch holes and cracks in floors and walls
 - o Re-attach all dispensers as needed in original location

Thank you for the opportunity to provide this proposal. Please do not hesitate to contact us with any questions.

Sincerely,

Ben Slater
