

# Request for Proposals

for Furniture, Fixtures & Equipment

---

Owner: **Board of Education of the  
West Clermont Local School District**  
4350 Aicholtz Road, Suite 220  
Cincinnati, Ohio 45245

Owner Contact: **Michael Overbey, Chief Operating Officer**  
overbey\_m@my.westcler.org

FF&E: **Middle School Furniture**  
1341 Clough Pike  
Cincinnati, OH 45103

RFP Issue Date: **April 11, 2022**

Response Deadline: **May 6, 2022 by 2:00 p.m. local time**

The above-identified Owner hereby seeks competitive proposals for the furniture, fixtures, and/or FF&E (the "FF&E") identified herein, subject to the terms and conditions of this Request for Proposal (the "RFP") and accompanying materials.

The FF&E is being procured through a competitive proposal process, as the procurement of furniture, fixtures, and equipment is outside the scope of the statutory bidding requirements in Section 3313.46 of the Ohio Revised Code.

Any references in the RFP Documents to "bid" or "bidding" are to be read consistent with the proposal process being implemented.

## Article 1 – Description of FF&E and Services

**1.1** The Owner intends to replace furniture throughout the West Clermont Middle School. The Owner has identified a multi-phased spending plan, as follows:

**1.1.1** Phase I Areas:

- .1** Three (3) Cafeterias;
  - .1** South Cafeteria Occupancy 325 (5390 sq. ft.)
  - .2** Multi-Purpose Room Cafeteria Occupancy 150 (3218 sq. ft.)
  - .3** North (6<sup>th</sup> Grade) Cafeteria Occupancy 250 (3807 sq. ft.)
- .2** Proposals should contain multi use furniture that is flexible for student, staff, parent and community meetings. Designs should include a mixture of traditional cafeteria tables with benches, bistro tables/chairs and booths.
- .3** Proposer should include pricing at different quantities and price per unit (piece of furniture)
- .4** Proposal should include delivery, assembly and installation charges

**1.1.2** Phase II Areas: To-be-determined classrooms.

**1.1.3** Phase III Areas: To-be-determined classrooms.

**1.1.4** Phase IV Areas: To-be-determined classrooms.

**1.1.5** Phase V Areas:

- .1** Learning Lab
- .2** Media Center
- .3** Conference Rooms

**1.2** The final furniture selection (and quantities) for each area will be made after selection of the Vendor.

**1.2.1** Each Proposer shall identify in its Proposal multiple options for the furniture selection for each area (Phase I, II, and III) and provide its recommendations on selection and quantities of such furniture. Proposers are encouraged to provide visual depictions of each presented furniture options.

**1.2.2** Proposers shall include pricing information for all furniture options proposed for Phase I, which pricing shall be binding on the Selected Proposer. In addition, Proposers shall provide current pricing for the furniture options presented for Phases II and III for informational purposes; however, it is understood that Phase II and III are to be undertaken at a later date, if ever, and that pricing for these phases are subject to change.

**1.2.3** Pricing shall be presented in unit prices for the proposed FF&E, inclusive of any taxes and other fees, with fixed order costs (e.g., delivery and freight charges) presented as separate lump sums.

## Article 2 – Proposal Submission and Selection Process

### 2.1 Preparation of Proposals.

2.1.1 The Proposal will include a completed Proposal Form (in the form included with this RFP as Attachment 1), and the additional materials requested in the RFP and prepared by the Proposer containing information related to the Evaluation Criteria set forth in Section 2.3.3 of this Request for Proposals.

2.1.2 Complete all blank spaces on the Proposal Form in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and sign the form. In the case of a discrepancy between the numbers and words written, the Owner reserves the right to consult with the Proposer and determine the correct amount.

2.1.3 In addition to the Proposal Form, provide the following information:

- .1 A detailed description of the proposed FF&E, including all technical specifications.
- .2 A detailed price breakdown, as requested above.
- .3 A detailed description of any warranties provided for the FF&E, including coverage and process for submitting and resolving warranty claims.
- .4 A statement indicating the type of partnership the Proposer holds with the original FF&E manufacturer of the proposed FF&E.
- .5 Additional information the Proposer wishes to submit related to the Evaluation Criteria identified below.

2.1.4 Submit one complete Proposal to the Owner before the Response Deadline. The Proposal must be submitted as a single PDF file, with a file name in the format of: “[Proposer’s Name] – [Owner Name] – FF&E Proposal,” via email to the Owner Contact.

2.2 **Opening of Proposals.** Proposals will be accepted until the Response Deadline. Each Proposer is responsible for ensuring that its Proposal is received by the Owner in accordance with this Request for Proposals by the Response Deadline. The Owner reserves the right to accept a Proposal after the Response Deadline in its sole discretion.

## 2.3 Evaluation of Proposals.

**2.3.1 Standard of Award.** The Owner intends to award the Contract for the FF&E to the Proposer submitting the Proposal determined to be in the Owner’s best interest (the “Selected Proposer”), with price being considered, but not being the determining factor. The Owner reserves the right to negotiate pricing for the FF&E with the Selected Proposer.

**2.3.2 Clarification of Proposals.** The Owner reserves the right to discuss the contents of the Proposal with the Proposer and request additional information from the Proposer.

**2.3.3 Evaluation Criteria.** The Owner, in its sole discretion, will evaluate the Proposers and Proposals to determine which Proposal is in the Owner’s best interest and most advantageous to the Owner. In making such determination, the Owner may consider the following criteria, and any such other criteria as it determines proper:

- .1 The Proposed FF&E and pricing provided.
- .2 The Proposer’s History – Proposer should have a record of consistent customer satisfaction and experience in providing similar FF&E and services to other public school districts. The Owner shall consider Proposer’s prior experience with the Owner.
- .3 Proposer’s history of compliance with federal, state, and local laws, rules, and regulations.
- .4 Other essential factors, as determined by the Owner. This includes, but is not limited to, certifications held by specific personnel that will performing the installation and configuration of the FF&E to be provided.

**2.3.4** By submitting its Proposal, the Proposer agrees that Owner’s determination of which Proposal is in the best interest of and most advantageous to the Owner will be final and conclusive, and that if the Proposer, or any person at Proposer's urging, directly or indirectly challenges such determination in any legal proceeding and such challenge is not successful, Proposer will reimburse Owner for all legal fees and expenses incurred by Owner that are related to such challenge, including the cost of collection.

## 2.4 Negotiation of Contract.

**2.4.1** The Owner may negotiate a contract with the Selected Proposer.

**2.4.2** If for any reason the Owner and Selected Proposer are unable to negotiate and execute the Agreement, the Owner may suspend negotiations with the Selected Proposer and initiate negotiations with the next Proposer determined to be in the Owner’s best interest and the most advantageous to the Owner, and so on, until the contract is fully executed, or the Owner rejects all Proposals.

## Article 3 – Additional Instructions

**3.1 Questions.** All questions must be submitted via email to the Owner Contact no less than 72 hours prior to the Response Deadline. The questions and answers will be emailed to all individuals and firms that were provided with a copy of the Request for Proposals.

## 3.2 Addenda.

**3.2.1** Should any question prompt the Owner to amend the Request for Proposal, a notice will be sent to all individuals and firms that were provided with a copy of the Request for Proposals. Addenda will be deemed to have been validly given if emailed or otherwise furnished to each Proposer's contact person of record.

**3.2.2** When an Addendum to this Request for Proposal is necessary less than three days before the Proposal deadline, the Owner may extend the Proposal deadline through an announcement via email. The Owner will make reasonable attempts to contact all necessary individuals.

**3.3 Proposal Certifications.** By submitting a Proposal, the Proposer certifies to the Owner that:

**3.3.1** the Proposer has carefully reviewed the RFP Materials to become familiar with the requirements for the FF&E and has included all costs necessary, including incidentals, whether or not specifically called for in the RFP Materials and to become familiar with the limitations and conditions related to the FF&E covered by the Proposal and has included in the Proposal a sum to cover the cost of such items;

**3.3.2** the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24;

**3.3.3** the Proposer is not debarred under ORC Section 153.02;

**3.3.4** the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and

**3.3.5** the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.

**3.4 Cancellation and Rejection; Waiver of Minor Irregularities.**

**3.4.1** The Owner may reject all Proposals and cancel all or any portion of this solicitation at any time for any reason. The Owner will have no liability to any Proposer arising out of any cancellation of this solicitation or rejection of any related submission.

**3.4.2** The Owner shall reject a Proposal if the Owner determines that:

- .1** the Contract cannot be awarded under ORC Section 9.24 because the recommended Proposer has a finding for recovery issued by the Auditor of State, and the finding for recovery is unresolved;
- .2** the recommended Proposer is debarred under ORC Section 153.02;
- .3** the recommended Proposer has violated ORC Section 3517.102 by exceeding allowable campaign contributions; or
- .4** the Owner has determined that the Proposer intended to engage in collusion with intent to defraud or other illegal practices.

**3.4.3** The Owner may waive minor irregularities in its sole discretion.

**3.5 Proposal Revision.** The Owner may request a Proposer submit a revised Proposal to clarify any questions which may arise while evaluating the Proposals. If the Owner requests a clarification of any Proposal, the Proposer must submit the clarification in writing to the Owner within 3 business days.

**3.6 Proposal Withdrawal.** If the Selected Proposer withdraws its Proposal after selection, the Owner may award the Contract to the firm next determined to be in the Owner's best interest, and the Owner reserves the right to seek to recover from the Proposer any additional costs incurred as a result of such withdrawal.

**3.7 Applicable Law and Forum.** The rights of any Proposer or any party to a subsequent Agreement shall be governed by Ohio law, and only the Court of Common Pleas of the County in which the Owner is located shall have jurisdiction over any action or proceeding related to the Proposal or any subsequent Agreement. The Proposer irrevocably consents to that jurisdiction.

**3.8 Public Records.** Pursuant to ORC Section 9.28, documents submitted to the Owner in response to this Request for Proposal will not be available for public inspection under ORC Section 149.43 until after the Owner either enters into a contract for the FF&E or cancels this Request for Proposals.

# Attachment 1

## Proposal Form

---

Proposer's Name: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_

Principal Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

### Article 1 – Addenda

1.1 Receipt of the following Addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

### Article 2 – Proposer's Certifications

2.1 Proposer hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

2.1.1 Proposer has read and understands the RFP Materials and agrees to comply with all requirements of the RFP Materials.

2.1.2 Proposer represents that the Proposal is based upon the RFP Materials, including but not limited to any minimum specifications provided.

2.1.3 Proposer has become familiar with local conditions and has correlated personal observations about the requirements of the RFP Materials. Proposer has no outstanding questions regarding the interpretation of the RFP Materials based upon what it has observed and could reasonably have been expected to have observed.

2.1.4 Proposer and each person signing on behalf of Proposer certify, and in the case of a joint or combined proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:

- .1 the Proposal amount, any Unit Prices and any Alternate items in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Proposal, Unit Prices or Alternate Items with any other Proposer;

- .2 unless otherwise required by law, the Proposal amount, any Unit Prices and any Alternate items in the Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the proposal opening, directly or indirectly, to any other Proposer who would have any interest in the Proposal amount, Unit Prices or Alternate items; and
  - .3 no attempt has been made or will be made by the Proposer to induce any other individual, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
  - .4 the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24 or that Proposer has taken the appropriate remedial steps required under Section 9.24, ORC, or otherwise qualifies under this section;
  - .5 the Proposer is not debarred under ORC Section 153.02;
  - .6 the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and
  - .7 the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.
- 2.1.5 Proposer will enter into and execute a contract with the Owner, if such contract is awarded on the basis of this Proposal.
- 2.1.6 Proposer certifies that the upon the award of a contract, the Proposer will make a good faith effort to ensure that all of the Proposer's employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 2.1.7 Proposer agrees to furnish any information requested by the Owner to evaluate the experience, resources, and qualifications of the Proposer.

Signed and Submitted:

\_\_\_\_\_  
*Proposer's Name*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Date*