

KEENE STATE COLLEGE

Purchasing Office
Keene State College
229 Main Street
Keene, NH 03431-1601
Phone: (603)358-2493; 358-2494
Fax: (603)358-2495
Web Site: www.keene.edu/purchasing

This page MUST be faxed to the KSC Purchasing Office IMMEDIATELY!

BIDDER INFORMATION FORM

7/19/16

Bid Number: 13738-0001

Due Date: 8/4/16 at Noon

Project Description: CLASSROOM FURNITURE

Returning this form will indicate your intention on bidding and ensure we have correct information for future correspondence regarding this project.

The Information below applies to:

Will Bid ☐ Will Not Bid ☐
This bid only ☐ All bids ☐

(Please type)

Company Name: _____

Contact Person: _____

Email: _____

Address: _____

Please fax this page to: (603) 358-2495.

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Purchasing Office
Keene State College

Today's Date: 7/19/16

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Request for Bid (RFB). This is not an order. The University System of New Hampshire reserves the right to reject any or all bids and to waive any formalities in the bidding.

KSC Inclement Weather Policy:

It is the College's policy to declare curtailed operations when the most severe weather conditions are expected or experienced. Before coming to a bid opening during inclement weather, you may call the KSC purchasing office at 603/358-2493 to learn if the College is open or if curtailed operations are in effect. Any bid openings scheduled for a day when curtailed operations have been declared will be postponed until the next business day. All delayed bid openings will be at the same time as originally scheduled.

Renee Harlow

Authorized Purchasing Signature

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Due Date & Time: 8/4/16 at Noon

**STATEMENT OF WORK
for the
Keene State College**

Project Description: CLASSROOM FURNITURE– per attached specifications

I. INTRODUCTION

A. Purpose

The Keene State College (hereafter referred to as KSC) is requesting bids for classroom furniture.

B. Contact(s)

Questions concerning this request for bid are to be directed to Renee Harlow at (603) 358 - 2493.

C. Definition of Terms The University System of New Hampshire, Appendix A – General Terms and Conditions, the University System of New Hampshire General Conditions of the Contract for Construction and the KSC Building Standards are an integral part of this bid document and as such

become a part of the overall agreement. All bidders are responsible to read, review and apply them to this project. All can be seen at: <http://www.keene.edu/purchasing/> Click on the Bid Information button on the left side of the page.

D. Background

KSC strives to conduct business in a sustainable manner. This is an effort to balance economic priorities with environmental health and human health. KSC will, when economically feasible, do business with companies that can further our sustainable objectives. We are interested in receiving environmental mission statements or any programs or policies that have to do with sustainable issues. These programs or policies can be, but are not limited to, reducing, reusing and recycling resources, disposal of organic and other solid waste, conservation efforts in regards to transportation, energy and water, disposal of hazardous waste, giving back to the community. Please include as part of your bid any pertinent information in reference to any sustainable practices of your company, if applicable.

All packing materials, boxes and debris must be removed from Campus after delivery and then recycled appropriately.

II. SCOPE OF WORK: Delivery and/or Installation, Additional Terms & Conditions

KEENE STATE COLLEGE CLASSROOM FURNITURE BID #13738-0001

Please bid on the attached list of furniture, located in the Price Page section of the RFP, for bid #13738-0001. All bids are sealed, to be opened in the Keene State College Purchasing Office, **8/4/16, at Noon.**

KSC Project Manager, Frank Mazzola must be contacted 48 hours PRIOR to delivery at (603) 358 – 2343.

The total costs to the Institution must be included with your bid responses.

All work must be coordinated with the **KSC Project Manager, Frank Mazzola.**

The products specified represent the style and quality the College intends to purchase.

Alternates will **not** be considered

Please bid on those items your firm can supply.

All price pages must be **completed in full and prices extended for bid award consideration.**

The College reserves the right to award this bid per item or as a package, whichever is in the best interests of the Institution. Please provide any/all terms and conditions of line item purchasing if any.

Please reference bid #13738-0001 on the outside of your return envelopes.

Please fully detail any/all terms and conditions that should be considered for bid award.

A certificate of insurance must be on file in the Keene State College Purchasing Office prior to Campus delivery.

Please provide a firm delivery date. This may have an effect upon bid award.

Installation and Delivery: Also see attached

- Any/all items must be delivered/installed during normal business hours, i.e. 8AM – 4:30PM – Monday through Friday. Any deviations from this schedule must be approved in writing prior to delivery/installation.
- **Include installation/delivery fees for installed items in bid pricing**
- For items being installed - Vendor must provide any transport vehicle/equipment required to deliver and install items.
- Vendor must provide experienced crew chief and capable installation crew.

- Most installation sites do not have elevators.

III. REQUEST FOR BID (RFB) INSTRUCTIONS/INFORMATION

A. Overview of RFB Process/Timeline

1. Bid packages shall be available for on-line review by July 19, 2016
2. Bids are due no later than August 4, 2016 at Noon. Bids will be opened and read aloud at that time. Bidders
3. All bids will be read, reviewed and evaluated by the evaluation committee which will consist of members from KSC.
4. Finalists may be asked to come to campus to discuss their bids further with the evaluation committee.

B. General Instructions

1. Contact with or visitation to personnel at any campus regarding this RFP may not be made by bidder's personnel without the prior approval of the KSC Agent/Manager or his/her designee.
2. Any oral information received from the evaluation committee or any other KSC personnel will not alter or change this RFP.
3. Bids may be hand delivered or mailed.
4. **Submit one original and ONE Electronic copy – CD or Flash-Drive** copy in a sealed package(s) by 8/4/16 at Noon. Package(s) should be clearly marked "RFP #13738-0001. One package must be marked "Official Bid" and the rest should be marked "Copy".
5. By responding to this RFP the bidder acknowledges that s/he has read and understands the information contained within this RFP and has taken the contents into account in the preparation of the bid amount(s) as well as any alternate bid prices.
6. The cost for developing the bids shall be absorbed by the bidder.
7. KSC considers all terms and conditions to be accepted unconditionally by a contractor unless written exceptions are made to specific clauses of this specification. Such exceptions may, however, be used as a basis for rejection of the bid.
8. Failure of a bidder to follow the instructions of the RFP may result in rejection of the bid.

C. Evaluation Committee Rights/Rules of Conduct

1. The evaluation committee expressly reserves the right to reject any and all bids without penalty, to waive all technicalities and irregularities and deviations of bids from this RFP, to decide whether a bid does or does not substantially comply with the requirements of this RFP, to be the final judge as to which is the best overall bid, and to award a contract to the contractor whose bid it considers to be in the best interest KSC.
2. The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to KSC.
3. The evaluation committee will treat all bids received prior to the opening date as confidential.

The committee may disseminate information to others whom the committee deems in its sole discretion to have an interest in the bid. In no event shall the committee be liable for any breach of confidentiality. All materials submitted in response to this RFP, with the exception of any materials that both the bidder and committee deem as confidential (and so marked by the bidder) will become the property of the committee and may become part of the public record. Pricing may not be considered confidential information.

4. The content of the evaluation committee's working papers and discussions relating to the bids will be considered confidential.
5. The evaluation committee will evaluate all bids against the evaluation criteria listed in this RFP and determine which contractor will best meet the needs of KSC.
6. USNH reserves the right to negotiate simultaneously with more than one bidder.

D. Evaluation Factors

1. Bid

Each bid should address all sections of this request for bid. The submission must be in sufficient detail to allow the evaluation committee the ability to evaluate the bid.

2. Evaluation criteria will be based on, but not necessarily limited to the following factors (listed in rank of importance): This bid will be decided based upon:
 - A) Adherence to bid specifications
 - B) Pricing and delivery
 - C) Ability to meet the overall needs of the College
 - D) References

E. Terms and Conditions (Also see: <http://www.keene.edu/purchasing/>)

1. Bidder shall guarantee their pricing structure for a specific period of time. If pricing changes, contractor must request increase in writing and all increases must be documented.

F. Termination

1. The Owner may without prejudice to any right or remedy, and after giving the contractor and his sureties written notice, terminate the contract forthwith if any of the following conditions (a.-d.) exist:
 - a. If the contractor should be adjudged bankrupt;
 - b. If the contractor shall make a general assignment for the benefit of his creditors, or a receiver should be appointed over the property;
 - c. If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,
 - d. If this contract or any part hereof shall be subcontracted without previous written consent of KSC and the Owner.

G. Rights Afforded To Both Parties

1. Each party shall indemnify and hold the other party and its affiliates and their trustees, officers, directors, employees and agents harmless from and against any and all liabilities, claims,

damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.

2. If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations at the University/ College shall be interrupted or stopped, performance of this contract, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
3. Choice of law and legal remedies: The contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of these terms and conditions shall be declared illegal or unenforceable by a competent court within this jurisdiction the remaining provisions shall remain in full force and effect.
4. This contract is one of specialized service. Neither party may assign this contract without the written consent of the other party; and any assignment attempted without such consent shall give the other party the immediate right to cancel this contract except that the contractor may assign this contract with the consent of Owner to any subsidiary or affiliate of the contractor or any corporation into which the contractor or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the contractor shall during the term hereof remain liable for its obligation hereunder.

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Bid Number: 13738-0001

Due Date & Time: 8/4/16 at Noon

BIDDER STATEMENT OF QUALIFICATIONS

FAILURE TO REPLY MAY RESULT IN DISQUALIFICATION OF BID

1. Business Name: _____

2. Addresses, Telephone Numbers and Fax Numbers (800/888 if available) for:

a. Principal Place of Business:

b. Principal Mgr. or Sales Rep:

c. Bids:

d. Order Placement:

e. Accounts Receivable:

3. Federal ID/SSN Number _____

4. Are you registered with the NH Secretary of State? Yes ☐ No ☐ Date _____

Do you have a current Certificate of Authority? Yes ☐ No ☐ Date _____

5. General Classification of Business or Character of Work Performed: _____

6. Doing Business as:

☐ Contractor

☐ Manufacturer

☐ Wholesaler

☐ Distributor

☐ Dealer

☐ Individual

☐ Partners

☐ Corporation

in State of: _____

7. Year Organized: _____

8. Number of years engaged in this business under present business name

If another name, supply details: _____

9. Standard Conditions of Order: a. Minimum \$ Amount, if any: \$

b. Terms: _____ c. F.O.B. _____

10. If a contractor, what categories of work do you perform with your own forces?

11. Major current projects (Include name of project, owner, contract amount, percent complete, and scheduled completion date. Attach separate sheet if necessary.)

12. List any projects completed for the University System within the last five years. (Include name, gross amount, completion date, and owner representative.

13. Has this business ever defaulted on a contract? _____ If "yes", state circumstances.

14. Has this business ever failed to complete any project awarded to it? _____ If "yes", state circumstances.

15. List your major equipment available.

16. List and provide brief resume of key personnel available to manage and supervise.

17. Trade References.

18. List bank with which your firm does business. Do you grant permission to a responsible KSC Administrator to contact these banks? Yes ☐ No ☐ Banks: _____

19. Name of bonding company and address of agent.

20. If submitted with a bid, list projects that are similar to this project and/or the major projects completed by this business in the past five years. (Include name of project, owner, contract amount, and completion date. Attach separate sheet if necessary.)

21. Number of full-time employees _____ AA/ EEO Employer? _____

22. Does your Concern meet any of the following US Government criteria?

a._ Minority enterprise Concern. A minority enterprise is one that is at least fifty percent owned by minority group members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by minority group members. (If checked, indicate ethnic group below)

_____ Black American (not of Hispanic origin)

_____ Asian American

_____ Hispanic American

_____ American Indian/Alaskan Native

b._ Women Owned and Operated Concern. A business that, regardless of ethnic background is at least fifty percent owned by women members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by women.

c._ Small Business Concern. A business independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration.

d._ Labor Surplus Area Concern. A business located in an area (designated by the US Government Department of Labor) in which unemployment exceeds the national average.

23. While furnishing goods and services to any unit of the University System of New Hampshire pursuant to any purchase order, contract, or agreement, whether written or oral, the undersigned certifies that his/her firm or organization will comply with the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, as well as all regulations and orders of the Secretary of Labor pursuant to these provisions. Further, the undersigned certifies that his/her firm or organization will incorporate by reference in each contract, purchase order or agreement with the University System meeting the appropriate jurisdictional limits the equal employment and affirmative action clauses contained in 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4. The undersigned also certifies that employees of the firm or organization have been instructed not to engage in any acts of sexual harassment against students or employees of the University System.

Will this organization act as guarantor of the contract for delivery/installation?

I certify the above information to be correct and authorize the University System of New Hampshire to investigate all facts contained herein, including facility visitation.

Name of organization: _____

By: ____

Date: _____

Printed Name: _____

Title: _

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INSURANCE REQUIREMENTS

1. The contractor shall purchase and maintain for the life of the contract the insurance indicated below:

- a. Workers' Compensation and Employer's Liability Insurance for all his employees to be engaged on Work in the project under the Contract.
- b. Commercial General Liability, including all coverages outlined in paragraph four (4).
- c. Comprehensive Auto Liability including all coverages outlined in paragraph four (4).
- d. Professional Liability as outlined in paragraph four (4).
- e. Umbrella/Excess Liability as outlined in paragraph four (4).

2. Owner's Protective Liability Insurance

When required by Section 4, the Contractor shall obtain Owner's Protective Liability Insurance. Evidence of this policy covered under this paragraph shall be delivered to the Owner prior to starting any operations. The policy is to cover the interests of engineers and all authorized personnel of the Owner.

3. Property Insurance

- a. Builders Risk coverage or comparable coverage, if required in Section 4, shall insure all parts of the Work comprising new buildings, structures, paths, roadways, utility and landscape structures, utility distribution systems and the like, and all additions to or extensions of existing buildings, structures and systems. If the Contract Work also includes renovation within an existing structure, then this portion of the Work shall also be insured and so described and endorsed to the policy. Coverage shall be written on an "All Risk" basis. The amount of coverage shall be the full value of the Work. The policy or policies shall be in the names of the Owner and Contractor, as their interest may appear, shall provide for inclusion as insured of the names of all other contractors, Subcontractors, Sub-subcontractors and others employed on the premises, and shall stipulate that the insurance company or companies shall have no right of subrogation against any of the insureds for any portion of the Work. Coverage shall be on all Work in place, stored on the Site, stored off the Site as provide in Section 4, or in transit. Contractor shall provide a complete copy of this insurance policy to Owner prior to beginning the Work.
- b. Renovation Risk coverage, if required by Section 4, shall insure all parts of existing buildings,

structures, paths, roadways, utility and landscape structures, utility distribution systems and the like within or in connection with which the Work is performed, on a flat or no coinsurance basis.

In addition, the "other insurance" clause shall be deleted. Coverage shall be written on an "All Risk" basis. The amount of such coverage shall be as required in Section 4. The policy or policies shall be in the names of the Owner and Contractor, as their interests may appear, shall provide for the inclusion as insureds the names of all other contractors, Subcontractors, Sub-subcontractors and others employed on the premises, and shall stipulate that the insurance company or companies shall have no right of subrogation against any of the insureds for any portion of the Work. Coverage shall be on all Work in place, stored on the Site, stored off the Site for which the Owner holds title, and in transit if title is held by the Owner. Contractor shall provide a complete copy of the insurance policy to Owner prior to beginning the Work.

4. Coverage

The Contractor shall purchase those coverages identified below by an "X" in the column titled "Required".

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Required	Category	Limits of Liability in Thousands (000)	
X	a. Commercial General Liability		
X	Premises-Operations	General Aggregate	2,000
X	Products/ Completed Operations	Products-Comp. Ops Agg.	1,000
	Explosion, Collapse and Underground Hazard	Personal & Advertising Injury	1,000
X	Contractual Insurance	Each Occurrence	1,000
X	Broad Form Property Damage	Fire Damage (any one fire)	50
X	Independent Contractors	Medical Expense (any one person)	5
	Personal Injury with Advertising Injury		
X	b. Automobile Liability		
X	Owned	Bodily Injury and Property Damage	
X	Hired	Combined Single Limit	1,000
X	Non-owned		
	c. Professional Liability		
	Each Claim		1,000
X	Aggregate		1,000
	d. Excess Liability	This coverage can supplement limits in item a, b, and e to satisfy required Emits	
	Umbrella Form	Bodily Injury and Property Damage	
	Other than Umbrella	Combined Single Limit and Aggregate	
X	e. Workers' Compensation		
X	Workers' Compensation	Statutory	
X	Employer's Liability	\$100 (each accident)	
		\$500 Disease, Policy Limit	
		\$100 Disease, Each Employee	
	f. Other		

	Owner's Protective Liability	Bodily Injury and Property Damage	
	Builder's Risk/Or	Combined Single Limit	1,000
	Comparable Coverage in an Installation Floater		

5. Conditions

- a. The University System of New Hampshire, its trustees, officers and employees will be listed as additional insured on all policies, where applicable.
- b. Subcontractors and sub-subcontractors must carry all insurance specified in Section 3 and 4 or Prime Contractor must insure activities of subcontractors and sub-subcontractors in his own policy.
- c. Contractor shall not commence the Work under this Contract until insurance required hereunder has been obtained and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor or sub-subcontractor to commence Work on subcontract or sub-subcontract until all required insurance has been obtained and approved. Insurance required under this article shall be carried during the life of the Contract and for not less than one year thereafter.
- d. A Certificate of Insurance, Acord 25 form, or other comparable form, shall be filed with Owner. Any Certificate filed with Owner and found incomplete or not according to form will be returned as unsatisfactory. Rejected certificates of insurance and copies of policies shall be corrected as necessary and resubmitted until approved.
- e. Every policy shall contain an endorsement stating that insurance company will not, prior to completion of the Project or any policy expiration date shown on the Policy or Certificate, whichever occurs first, terminate the Policy or change any coverage therein without first mailing, by registered mail, written notice of such action at least thirty (30) days prior to termination or change, to the Owner at whose request the Policy and Certificate are issued.
- f. The Contractor agrees to assist in every manner possible, in reporting and investigation of any accident, and to cooperate with all interested insurance carriers in handling any claim, by securing, giving evidence, and obtaining attendance of witnesses, as required for any claim, or suit.
- g. The required insurance shall be written by a company licensed to do business in the State of New Hampshire or on the New Hampshire Insurance Department's approved list of Non-Admitted Carriers.
- h. The title of the buildings and equipment shall remain with the University and property insurance will be the responsibility of the University. The Contractor assumes responsibility for loss or damage to all personal property brought on the University premises.
- i. The contractor assumes full responsibility and liability for losses, expenses, damages, demands and claims in connection with any injury, including death, or alleged injury, or damage, or alleged damage, to property sustained or alleged to have been sustained in connection with or to have arisen out of the performance of work by the contractor, its agents, servants and employees or subcontractors, including losses, expenses or damages sustained by the University and shall indemnify and hold harmless the University, its trustees, officers, and employees, and the agents, servants, and employees of the foregoing, from any and all such losses, expenses, damages, demand and claims, and shall, to the extent permitted by law, defend any suit or action brought against them, or any of them, based upon any such alleged injury or damage, and shall pay all damage's costs, and litigation, judgments, losses, or expense,

including reasonable attorney's fees which the University, its trustees, officers, and employees, and its successors and assignees, may incur or sustain by reason of the failure of the selected management company to fully perform and comply with the terms and obligations of any Contract resulting from this Request for Bid (RFB) or Request for Proposal (RFP).

- j. To the fullest extent permitted by law the Contractor agrees to indemnify, defend and save harmless the Owner and its agents and employees from and against any and all claims, damages, losses or expenses (including but not limited to court costs and attorneys fees) by reason of liability imposed by law, Contract or otherwise because of (1) bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or (2) damage to property, including loss of use thereof, arising out of or resulting from Work performed by the subcontractors, sub-subcontractors, suppliers, or materialmen.
- k. Should the project specifications and resulting Contract be based on A.I.A. documents A101 and A201, the insurance provisions of Article 11 of A201 shall apply to this Contract, except to the extent that such provisions are inconsistent with this document, in which event the provisions of this document shall govern. To the extent that they are consistent with or are not displaced by this document, the provisions of Article II of A201 shall apply to this Contract.

APPENDIX B -- OWNER SUPPLIED PRICE TABLE
ALL BIDDERS MUST COMPLETE & SUBMIT THE ATTACHED PRICE

PAGES

Project Description: DELIVER/INSTALL CLASSROOM FURNITURE

Bid Number: 13738-0001

Due Date & Time: at 8/4/16 at Noon

THIS BID IS VALID FOR _____ DAYS

VENDOR _____

CONTACT PERSON _____

TELEPHONE NO. _____

FAX NO. _____

TERMS _____

FOB: DESTINATION, PP & ALLOW - INSTALLED

AUTHORIZED SIGNATURE

Description and Price Page

Location	Quantity & Item	Description	Unit Price	Total Price
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TDS Center	24 stools	4 3 4 7 1 0 S T E E L C A S E cobi Stool ; Swivel base, No arms BACK :5028 ROOT BEER Plastic: 6249 Platinum Solid Upholstery: 5S28 Root beer Options: Casters SFTRLCST Soft Roll Control Casters		
Media Arts Center	24 chairs	T S 3 8 3 0 1 S T E E L C A S E Jersey Chair - Work, Fabric Back: T084 Black Frame: 7207 Black Seat: 5011 Jersey Black Options: Casters for Jersey Chair Arms Rect - H/W/P Adj soft arms Mechanism Synchro Tilt Mech		
Media Arts	18 tables	462956 STEELCASE Runner; Table-Rectangle 1- 1/4" thick, L base, Fixed, 24W x 48D x 28 1/2H BASE :4144 BLACK GLOSS BEZEL :4144 BLACK GLOSS CORNER :STD. OPTION NOT REQUIRED EDGE :6000 BLACK EDGE TYPE:RNRV RUNNER VINYL EDGE LEG :4144 BLACK GLOSS MOD PNL :NOXX NO / NONE TOP :2923 SHADOW MICRO OPTIONS * * OPTIONS * * GROMMETS *OPT:GROMMETS NONE STD:NONE GANGER *OPT:GANGER OPTIONS FLEX GANG FLEX GANGER		
Science Center	102 chairs	Steelcase Coalesse Kart Chair Non Upholstered No Arms Pneumatic heigh adjustable Base: 7197 Anthracite Texture Casters: CRPT Carpet Caster Shell: 6400 Black Shell (2021)		

Mason Library	Partition Systems	Steelcase “Kick” Systems Solutions: Panel-based Keene State College is looking to create two adjacent office spaces in the Mason library using Steelcase’s “Kick” systems solutions: panel-based with paint price group 1 and Kick standard fabric price group A. Each office will be approximately 12’ x 10’ and adjacent to each other sharing one of the 10’ long partitions between each office.		
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Please include delivery and installation charges as appropriate.