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INVITATION TO BIDDERS

Sealed bids for office furniture for the New Construction of the Capital School District Maintenance Facility will be received by the Capital School District until 3:30 pm local time on Tuesday, July 26, 2011, in the Conference Room at the Capital School District Office, 945 Forest Street, Dover, Delaware 19901, at which time they will be publicly opened. A Delaware Business License is required for both contractors and subcontractors at the time of bid as outlined in Chapter 25, Section 2502(a), Delaware Code. Minority business entrepreneurs are encouraged to respond to this Invitation to Bid.

Contract documents are on file at the offices of Becker Morgan Group Inc, 309 South Governors Avenue, Dover, Delaware 19904, and 312 West Main Street, Suite 300, Salisbury, Maryland 21801; and Capital School District Office, 945 Forest Street, Dover, Delaware 19901. Copies of documents will be available on or after June 24, 2011.

Contract documents are available through the Architect's printer at cost, non-refundable. Purchaser must select sheets. Sets may be obtained through DiCarlo Precision Instruments, 2006 Northwood Drive, Salisbury, Maryland 21801, (410-749-0112 / fax 410-749-9323) or Reprographics Center, Inc. (RCI), 298 Churchmans Road, New Castle, DE 19720, (302-328-5019 / fax 302-328-5067). **ALL BIDDERS MUST NOTIFY THE PRINTER OF THEIR INTEREST IN ORDER TO RECEIVE ANY ADDENDA.** It is recommended that all bidders and subcontractors purchase full sets. Owner and Architect are not responsible for bidders and/or subcontractors not obtaining the information provided through the full set of contract documents.

A mandatory pre-bid meeting for all furniture contractors will be held at 3:30 pm local time on Monday, July 11, 2011 at 3:30 pm local time, in the Conference Room at the Capital School District Office, 945 Forest Street, Dover, Delaware 19901. Any questions regarding the bid package may be discussed at the pre-bid meeting or must be submitted to the architect in writing on company letter head no later than 3:30 pm on Thursday, July 21, 2011. Inquiries delivered via email must be addressed to acamper@beckermorgan.com as a portable document format (PDF) attachment which includes company letterhead.

Each bidder shall deposit with his proposal a Bid Bond in the amount of Ten Percent (10%) of the Base Bid. The form of the Bid Bond shall be AIA Document A-310 Bid Bond - 1970 edition or equivalent. A Performance Bond and Labor and Material Payment Bond in the full amount of the contract award shall be provided by the successful bidder prior to the execution of the contract.

The bid and any other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope clearly identified with the project name.

No bidder may withdraw their bid within sixty (60) days after the date and time of bid opening. The Capital School District may extend the time and place for the opening of bids by facsimile notification to those general contractor bidders who obtained copies of the plans and specifications.

The Capital School District reserves the right to reject any and all bids and/or waive any informality or irregularities as it may deem best for its interest.

By order of Capital School District, Michael D. Thomas, Superintendent of Schools.

END OF INVITATION TO BIDDERS

DATE DUE: _____

TO ALL BIDDERS:
INVITATION TO BID, GENERAL STIPULATIONS AND INFORMATION FOR BIDDERS

The Board of Education will receive sealed proposals until 3:30 on Tuesday, July 26, 2011 for:

OFFICE FURNITURE
for
CAPITAL SCHOOL DISTRICT MAINTENANCE FACILITY

Bids must be delivered to Capital School District Offices, 945 Forest Street, Dover, Delaware 19901 where they will be opened and publicly read at the above stated time. Bids must be delivered in sealed envelopes and be clearly marked on the outside.

Bids must be mailed by SPECIAL DELIVERY MAIL or delivered by HAND-DELIVERY

SPECIAL INSTRUCTIONS

AGENCY

This bid is to be applicable to the Capital School District.

ALTERNATE BIDS/SUBSTITUTIONS

Bidders wishing to submit substitutions for any item may submit proposed substitutions in writing to the architect up to the bid opening or included with their bid. All proposed substitutions must at a minimum include the following for thorough evaluation:

1. Written statement of product specifications to include but not limited to:
 - a. Manufacturer
 - b. Model number
 - c. Product cut sheet with graphic representation
 - d. Available colors and/or finishes
 - e. Dimensions
2. Warranty Information

The architect's decision for approval or disapproval of a substitution shall be final. Substitutions submitted with the bid package without prior approval will be considered in the total value of the bid package.

INTERPRETATION OR CLARIFICATION

The bidder shall bring any errors, inconsistencies, or ambiguities discovered within the bid documents or drawings to the attention of the Architect in writing a minimum of four (4) calendar days prior to the bid opening. Any corrections and/or clarifications will be made by addendum.

QUANTITIES

Quantities listed in this proposal are the anticipated needs that have been submitted by the school for this contract. Except where budget constraints would prohibit ordering those quantities, the quantities stated are the minimum amounts. The right to increase quantities is reserved and the contract shall be for the quantities actually ordered during the contract period.

CAUTION

Each item on the bid response form makes reference to the appropriate code number in the specification file. The response form does not follow the specification file in exact sequence thus be extremely careful when completing your bid document.

SUBMISSION OF BIDS

Bidder assumes full responsibility for delivery of sealed bid documents to the District at the proper location prior to the bid opening. Bidders must include the following with their bid responses:

- Completed bid sheets with lead times and warranty term

SPECIAL INSTRUCTIONS (CONTINUED)

- Acknowledgement of all issued addenda including addenda approving any proposed substitutions included in bid
- List of any sub-contractors/vendors including installers
- Completed Non-Collusion Statement
- Proof of Liability Insurance
- Bid Bond

BID DEPOSITS

All bids shall be accompanied with a secured bid deposit in the amount of ten percent (10%) of your total bid, if the total bid is \$10,000 or more.

PERFORMANCE BOND

A one hundred percent (100%) performance bond is required for all awards of \$10,000 and over.

FORMAL CONTRACT (GENERAL INSTRUCTIONS TO BIDDERS)

The waiver of a Formal Contract for all purchases of less than \$5,000 is hereby modified; a Formal Contract will not be required for all awards of less than \$10,000.

BID OPENING / TABULATION

Only the names of the bidders will be disclosed at the opening. Bid tabulations will be available after action by the Capital School District Board of Education.

BASIS OF AWARD

The Capital School District reserves the right to split the award of this contract to multiple vendors if it is in the best interest of the District to do so.

NOTE: The following conditions shall factor into the final award.

LEAD TIMES

For each item, bidders must indicate the delivery lead time A.R.O.

MULTIPLE BIDS

Only one bid may be submitted for each item. Bids will be rejected where there are multiple offers.

DETERMINATION OF GRADE OR QUALITY

The District reserves the right to award an item to other than the lowest proposal if, in its judgment, there is sufficient reason to believe that another item is a better grade, quality or

SPECIAL INSTRUCTIONS (CONTINUED)

that it will better serve the interests of the District, whether based on product samples objective test, subjective test, or experience.

DELIVERY

F.O.B. Delivered – Capital School District, Maintenance Facility, 129 Commerce Way, Dover, Delaware 19901

The successful vendor(s) shall coordinate delivery with the Business Manager, Sean Sokolowski, telephone number 302-672-1512. It is intended that all FF&E be delivered between September 12, 2011 and September 15, 2011. The exact window of delivery will be determined by the school district. The district will advise the vendor two weeks before the required delivery date. No FF&E will be delivered unless specifically ordered and authorized by the District with this two week prior notice.

INSTALLATION

The successful vendor(s) shall be responsible for complete delivery, disposal of packing materials, assembly and set-up of all items awarded.

CONTRACT PERIOD

Vendors may extend their prices for a longer period by indicating on the bid proposal form. Quantity discount prices and stated unit prices shall be valid until November 2011.

SUPPLEMENTAL GENERAL CONDITIONS

DEFINITIONS:

School district: Capital School District

Facility: Maintenance Facility

Vendor: Shall mean the contracted furniture dealer (and his subcontractors) providing the work required under the Contract.

“Provide”:
The use of the words "provide" or "provided" in connection with any item specified is intended to mean, unless otherwise noted such items shall be furnished and installed and connected where so required.

“Installed”:
The use of the term "installed" shall indicate that articles of FF&E are to be placed in fully working and usable order in the exact location as indicated on the coded and approved FURNITURE PLANS. "Installed" also implies that FF&E items will be properly adjusted, leveled, if required, to the particular individual requirements.

School District changes during proposed period prior to awarding of any contract: the School District reserves the right to make changes in the specifications or work to be included by the issuance of an Addendum which shall be included in the work covered by the Bid Package and which will become part of the contract.

Any Addenda issues prior to the opening of proposals for the purpose of changing the intent or the specifications or drawings or to clarify the meaning of the same shall be binding in the same way as if written in the specifications.

Discrepancies: Successful vendor shall notify the School District immediately of any discrepancies between drawings, specification's dimensions, field conditions, and manufacturer's specifications before ordering any items and request clarification.

Electronic

Media: The successful vendor may request electronic drawings from the Architect for execution of the furniture contract under the conditions of the Architect's release of electronic media agreement.

Schedules: At the commencement of this project, the vendor shall provide the owner and Architect with a schedule indicating projected manufacturer ship dates, order acknowledgements and any other documentation indicating shipping dates and schedules. In reasonable time prior to delivery, the vendor and owner shall agree upon a schedule for access to the unloading facilities, elevator, and building for delivery and installation. The vendor shall provide written updates on a monthly basis detailing the status of the delivery and installation schedule. Any delays reported by a manufacturer due to any specified item, C.O.M., etc., which the manufacturer states is out of stock, discontinued or would otherwise affect the initially agreed-upon schedule in any way shall be brought to the attention of the Architect and owner immediately.

Field

Verification: Prior to delivery of furniture, the vendor shall inspect the project premises and verify status of the building and site construction is suitable for delivery and installation. The vendor shall determine and coordinate with the owner best access for delivery trucks, unloading and staging. Any conditions the vendor finds that would impede on the ability of the vendor to perform the work shall be brought to the attention of the owner.

The vendor shall field verify measurements of any locations as noted on the contract drawings.

Superintendent: The vendor shall at all times while performing work on the project premises have a project superintendent on site to represent the vendor and coordinate the work with the owner and Architect as necessary. The superintendent is also responsible for supervision of vendor's employees and other persons contracted to carry out the work. The superintendent shall maintain a safe working environment.

Installation: The successful vendor in entering, passing through, or working in any space of the building in the performance of the work shall at all times furnish and maintain proper protection for the floors, ceilings, walls, fixtures, equipment or any other property of the School District. Vendor will see that all items, whose dimensions may require careful maneuvering through doorways, corridors, etc., will be properly padded in advance to reduce the hazard of marring and scratching either the premises or the items being installed.

Vendors shall provide and install all furniture, furnishings and equipment in accordance with the furniture location plans prepared by the School District and the Architect. The School District will have a representative, and the Architect, to guide and make decisions in the event that questions arise. A pre-installation coordination meeting will take place between the vendor/vendors, Architect and the School District prior to installation dates.