



**Data Service Center**

168 S. Dupont Highway  
New Castle, DE 19720  
www.dataservice.org

Phone: (302) 504-7200  
Fax: (302) 504-7201  
Helpdesk: (302) 504-7222

January 13, 2014

**RE: BID Number: 2-14-32**

**BID Title: Modular Tech Lab & Tech/STEM Lab Furniture –  
Stanton Middle School & Conrad School of Science –  
Red Clay Consolidated School District**

**Date/Time of BID Opening: February 5, 2014 at 2:00 PM**

The Data Service Center will receive sealed proposals for the above referenced bid until the time and date stated above when they will be publicly opened in the Data Service Center, 168 S Dupont Highway, New Castle, DE 19720 (phone 302-504-7200).

Enclosed are General Instructions to Bidders and Specifications, which I strongly encourage you to be fully aware of when submitting a proposal. **The enclosed Proposal Form must be used in submitting a proposal.** The General Instructions to Bidders, Special and/or Specifications are to be returned only if you wish to take exception to anything contained therein. You should retain these documents (or copies) for information in the event you are a successful bidder.

If you have any questions concerning the enclosed information, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Emily L. Ryan".

Emily L. Ryan  
User Support Analyst  
Central Bidding Department

DATA SERVICE CENTER

CENTRAL BIDDING DEPARTMENT

COLONIAL SCHOOL DISTRICT  
RED CLAY CONSOLIDATED SCHOOL DISTRICT

GENERAL INSTRUCTIONS TO BIDDERS

THE GENERAL RULES AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A PART OF EACH CONTRACT OR PURCHASE ORDER. BEFORE SUBMITTING ITS BID, THE BIDDER MUST REVIEW ALL INSTRUCTIONS AND SPECIFICATIONS. A BIDDER'S MISINTERPRETATION OR IGNORANCE OF SUCH INSTRUCTIONS OR SPECIFICATIONS WILL NOT EXCUSE THE BIDDER FROM COMPLYING WITH THE INSTRUCTIONS AND SPECIFICATIONS. THE BIDDER MUST ALSO REVIEW APPLICABLE STATE LAWS. IF THESE INSTRUCTIONS OR THE BID SPECIFICATIONS ARE INCONSISTENT WITH STATE LAW, STATE LAW SHALL CONTROL.

NOTE: "District(s)" refers to the Colonial and Red Clay Consolidated School Districts, individually or collectively as indicated in the Special Instructions or Specifications.

1. BID PROPOSALS

Use the enclosed Proposal Form in submitting a Bid Proposal. The Bid Proposal must be dated and signed by an authorized representative of the bidder. A Request for Bids for Red Clay Consolidated, and/or Colonial School Districts received from any source other than the Central Bidding Department may not be complete or current. When you are made aware of an existing Request for Bid, you should contact this office for the bid documents.

All Bids must, prior to the time set for the public opening, be returned to the Data Service Center, Central Bidding Department, 168 S. Dupont Highway, New Castle, DE 19720, in the enclosed pre-addressed envelope with the bidder's name, bid number, and time and date of the bid opening appearing on the envelope. All bids must be in sealed envelopes.

2. "RFP" - REQUESTS FOR PROPOSALS

When the use of competitive sealed bidding is either not practicable or not advantageous to the District, a procurement may be effected after receipt of a response to a "Request For Proposal" ("RFP"). The "RFP" differs from a "Bid" in that offerors submitting proposals may be afforded an opportunity to discuss and revise proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals reasonably likely to be selected for award.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process. The award shall be made to the offeror(s) whose proposal is most advantageous to the District(s), taking into consideration the evaluation factors set forth in the RFP. The award may be made upon criteria which do not include price.

3. PRE-BID MEETINGS

In the case of any public works contract for the construction, re-construction, alteration or repair of any public building or other public improvement of any District, there shall be a meeting of all prospective bidders and of the District called by the District upon reasonable notice and at a place and time stated in such notice which meeting shall be at least 15 days before the date for the submission of bids (29 § 6962(d)(10)a Delaware Code).

Pre-bid meetings for non-public works contracts and for public works contracts that do not exceed \$50,000 in value, and attendance requirements for such meetings, shall be at the discretion of the District(s).

4. DELIVERY OF BID PROPOSALS

Sealed Bid Proposal must be received in the Central Bidding Department, 168 S. Dupont Highway, New Castle, DE 19720, prior to the time set for the Bid Opening. It is the responsibility of the Bidder to make certain that the Bid Proposal is in the Central Bidding Department prior to the time set for the Bid Opening. The District(s) accepts no responsibility for any bid entrusted to the United States Postal Service, or any other delivery service or company. Bid Proposals not received in the Central Bidding Department by the time set for the Bid Opening will not be considered.

5. BID OPENING

Bids will be publicly opened in the Office of Central Bidding, Data Service Center, 168 S. Dupont Highway, New Castle, DE 19720 or other designated location at the time designated on the Proposal Form, and in the Advertisement for Bids. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the apparent low bidder. Additional information shall be disclosed at the discretion of the Districts.

The contents of any "Request For Proposal" will not be disclosed at an opening so as not to interfere with the negotiation process. Only the names of those submitting proposals shall be revealed.

6. POLICY AND PROCEDURE FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS

Title 29 § 10003 Delaware Code Freedom of Information Act

- (a) All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.
- (b) It shall be the responsibility of the public body to establish rules and regulations regarding access to public records as well as fees charged for copying of such records. (60 Del. Laws, c. 641 § 1.)

A. Examination of Contract File

Any citizen of the State or bidder may review the contract file only after making an appointment to do so with the Central Bidding Office. Requests to review the records during an unannounced office visit may be denied if department personnel are busy, or if the file is in active use. Trade secrets and commercial or financial information of a privileged or confidential nature shall not be deemed public.

B. Requests for Bid Tabulations

Copies of a bid tabulation may be obtained from the Data Service Center either by mail after receipt of a written request and a self-addressed and stamped envelope, or by making an appointment to pick up copies that will be left at the Receptionist's desk. Bid tabulation and/or contract information other than the name of the successful bidder will not be given out over the telephone. Requests for bid tabulations during an unannounced office visit may be denied if work flow of department personnel will be disrupted.

C. Copying Fees

The Data Service Center reserves the right to charge a reasonable fee for the copying of any public record. Such charges must be paid to the Data Service Center prior to receiving the copies.

7. STATUS OF PROPOSALS

- A. Unless otherwise stated in the Special Instructions or on the Proposal Form, the Proposal submitted by bidders shall be binding for a period of 60 days from the date the bids are opened. Requests for Proposals shall be binding for a period of 90 days.
- B. Bids may be withdrawn up to the time of the bid opening upon request of the bidder. Such a request must be in writing and received by the Manager of Central Bidding prior to the time stated for the bid opening. Timely requests submitted by facsimile or telegram will be honored.
- C. Waiver - The District(s) reserves the right to waive any failure to conform to the instructions or specifications if the waiver: (1) does not involve a mandatory statutory requirement; (2) does not provide a competitive advantage to one or more bidders; and (3) is in the best interest of the District(s).
- D. Bidders may take exception to the terms and conditions of the instructions and/or specifications. Exceptions must be submitted prior to the opening of bids. Exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders will be rejected. The bid of a bidder taking exception may be rejected if the District(s) rejects the exception.

8. AWARDING OF BIDS

- A. The District(s) reserves the right to award the bid to the lowest qualified bidder meeting specifications by item, in total, or any other method, whichever is deemed by the District(s) to be in its best interest.
- B. The District(s) reserves the right to award the bid to 2 or more firms if the advertisement for bids notifies bidders of the right of the District(s) to make such an award and the criteria for such an award.
- C. The District(s) reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to reasonably increase or decrease quantities where estimated quantities are shown or where definite quantities are shown, and may reject any bid which indicates any omission, contains alteration of form or additions not requested or imposes conditions, or where the individual bidder should receive a total award of less than \$500.00, or offers alternate items, and make any award which is deemed to be in the best interest of the District(s).
- D. In the event of tie bids, the District(s) will decide which bidder is to be awarded the contract by any criteria of its choice.
- E. The contract shall be awarded by the District(s) and its Board(s) within 60 days after the opening of bids. Failure to do so shall be cause for rejection of all bids. Responses to Requests for Proposals shall be awarded within 90 days after the opening of Proposals. Failure to do so shall be cause for rejection of all proposals.

9. BID DEPOSIT

All bid deposits are waived for contracts valued at less than \$25,000.00. Deposits are required for contracts for materials or services in excess of \$25,000.00 unless the bid specifications state that bid deposits are waived. All public works contracts in excess of \$50,000.00 require a deposit. All bids shall be accompanied with a deposit of either a good and sufficient bond to the State of Delaware for the benefit of the District involved, with corporate surety authorized to do business in this State, for a sum equal to 10% of the bid, or in lieu of the bid bond a security of the bidder assigned to and approved by the District. Bidders are advised that they may obtain written confirmation from the Data Service Center for the acceptance of a security deposit other than a bond, prior to the submission of the bid. The bid bond need not be for a specific sum but may be stated to be for a sum equal to 10% of the bid to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. All bidders shall submit a separate bid deposit for each proposal. Where all four (4) Districts are named in a proposal, a single bid deposit drawn to the order of the Brandywine School District, will be acceptable. Upon the execution of a formal contract and necessary bonds, the bid deposit will be returned to the successful bidder. The deposit of the unsuccessful bidders will be returned to them immediately upon the awarding of the contract, or the rejection of all bids.

10. FORMAL CONTRACT AND/OR PURCHASE ORDER

- A. The successful bidder shall execute the formal contract, and also the required bonds, within twenty (20) days after the award of the contract. In the event any successful bidder refuses or neglects to execute a formal contract or required bond within (20) days of the awarding of the contract, the bid deposit of the successful bidder may be taken and become the absolute property of the State for the benefit of the named District(s), as liquidated damages, and not as a forfeiture or as a penalty, and shall be deposited with the State Treasurer, and the District(s) will award Contract to the next lowest bidder or re-advertise for new bids. The District(s) will proceed to collect on the bid deposit. The District(s) waives all formal contracts on contract awards of less than \$5,000.00; the obligations of the bidder shall be set forth in the bid specifications, these General Instructions, and any special instructions. No bidder or Vendor is to begin any work until it receives a State of Delaware Purchase Order signed by two authorized representatives of the District(s), properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.
- B. The formal contract or purchase order shall incorporate by reference these General Instructions, as well as the Special Instructions and Specifications and the bidder's Proposal.
- C. If a bid is submitted to more than one District, each such District awarding the bid shall enter into a separate contract with the low, qualified bidder.

11. PERFORMANCE AND PAYMENT BONDS

- A. Performance and payment bonds are required for materials or non-professional service contracts, unless reduced or waived as stated in the bid specifications. Contracts for less than \$25,000 may contain a waiver of the bond requirement provided the successful vendor posts with the State an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such letter of credit or other security shall be issued for a term commencing simultaneously with the execution of the formal contract and terminating no later than 3 years, subsequent to the date of delivery of such material or non-professional service or to the extent of the warranty period, whichever is greater. In no event shall such security expire without the express written approval of the State. When required, the successful bidder shall simultaneously with the execution of the formal contract, execute a good and sufficient Performance and Labor and Materials bond to the State of Delaware for the benefit of the District(s), with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price.
- B. Performance and payment bonds are required for public works contracts. The successful bidder shall simultaneously with the execution the formal contract, execute a good and sufficient Performance and Labor and Materials Bond to the State of Delaware for the benefit of the District(s) with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price. Contracts may contain a waiver of the bond requirement, provided, however, that the successful bidder post with the contracting Agency an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such security shall be subject to the terms and conditions of the contracting District.
- C. The bond when required shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal and specifications at the time, and in the manner prescribed by the contract and specifications including the payment in full to every person furnishing materials or performing labor in the performance of the contract, of all sums of money due him for such labor or materials. The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the District(s) from all cost, damages, and expenses, including attorneys fees, growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the contract.
- D. The District(s) will, when it considers that the interest of the State so require, cause judgment to be confessed upon the bond. All sums received through confession of judgment shall be paid to the State Treasurer for the credit of the District(s).

- E. Every person furnishing materials or performing labor under the contract for which the successful bidder is liable may maintain an action on the bond for the subcontractor's or supplier's own use in the name of the State, in any court of competent jurisdiction, for the recovery of such sum or sums as may be due such person from the successful bidder, but if the bond so provides, no suit shall be commenced after the expiration of one (1) year following the date on which the successful bidder ceased work on the contract. Otherwise, suits may be commenced at any time within three (3) years following the date the last work is done on the contract.
- F. The performance and payment bond shall include a provision that the Surety shall have the right to participate in any arbitration proceeding which may involve liability under the bond, and that the arbitration award in any such arbitration proceeding shall be binding on the Surety.
- G. No person or surety, in any action brought under this section, or on the bond required by this section, shall assert as a defense to such action, the claim that the bond given pursuant to this section contained a limitation or restriction not provided for by this section.

12. FAILURE TO COMPLY WITH CONTRACT: NEW AWARD: SUPERVISION

If any person entering into a contract under the authority of this chapter neglects or refuses to perform it or fails to comply with the terms thereof, the District(s) will terminate the contract and proceed to award a new contract in accordance with the provisions of Chapter 69, Title 29 of the Delaware Code, or may require the surety on the performance bond to complete the contract in accordance with the terms of the performance bond.

Should a contractor/supplier fail to perform under the conditions of this contract, the District(s) reserves the right to purchase the item or items on the open market and charge to the contractor/supplier or deduct from any monies owed the contractor/supplier, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the contractor/supplier by certified letter and giving him reasonable time to reply, but in no event longer than 10 days from the mailing of the certified letter. Failure to supply items as bid may be cause for removal of a bidder from our vendor bid list.

13. CONTRACT FOR PUBLIC BUILDINGS: LISTING SUBCONTRACTORS: BIDDER AS SUBCONTRACTOR: SUBSTITUTION OF SUBCONTRACTORS: PENALTIES: SUBCONTRACTING LIMITATION

Any public works contract, the probable cost of which exceeds \$100,000, for the construction, reconstruction, alteration, or repair of any public building of the State or any agency or governmental unit within the State, shall, in addition to the other requirements of this chapter be subject to the following provisions.

- A. Such contract shall be awarded only to a bidder whose bid is accompanied by a statement containing for each subcontractor category set forth in the "listing" as provided in §6962(d)(10) of this Chapter, the name and address (City or Town and State only - Street Number and P.O. Box addresses not required) of the subcontractor whose services he intends to use in performing the work or in performing the work and providing the material, for such subcontractor category. No bidder for such a contract shall list himself in any accompanying statement as the subcontractor of any part of the public building unless the bidder, in addition to being licensed as a contractor of the State, shall also be recognized in the industry not only as a prime contractor but also as a subcontractor or contractor in and for any such part of parts of such work so listed in such accompanying statement.
- B. Neither the State nor agency nor governmental unit shall accept any bid for such a contract or award any such contract to any bidder, as the prime contractor, if the bidder has listed himself as the subcontractor for any subcontractor category set forth on the "listing" as provided in §6962(d)(10) of this Chapter, unless it has been established to the satisfaction of the awarding agency that the bidder has customarily performed the specialty work of such subcontractor category by artisans regularly employed by the bidder in his organization, that the bidder is duly licensed by the State to engage in such specialty work, if the State required such licenses and that the bidder is recognized in the industry as a bona fide subcontractor or contractor in such specialty work and subcontractor category. Illustrative only (and not intended to be exhaustive) of typical subcontractor categories involving their own respective types of specialty work, are plumbing, electrical wiring, heating, roofing, insulating, weather-stripping, masonry, bricklaying, and plastering. The decision of the awarding agency as to whether a bidder who lists himself as the subcontractor for a subcontractor category set forth in the "listing" as provided in §6962(d)(10) for such subcontractor category, shall be final and binding upon all bidders, and no action of any nature shall lie against any awarding agency because of its decision

in this regard.

- C. After such a contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth in the statement which accompanied his bid without the written consent of the agency awarding the contract. No agency shall consent to such substitution unless the agency is satisfied that the subcontractor in question whose name is listed in the successful bidder's accompanying statement (1) is unqualified to perform the work required, or (2) has failed to execute a timely reasonable subcontract, or (3) has defaulted in the performance of the part of the work covered by the subcontract, or (4) is no longer engaged in such business.
- D. Such a contract shall contain a provision for withholding from or requiring the payment by, the successful bidder of a penalty, the amount to be determined by the agency, for the failure to utilize any or all the subcontractors set forth in the successful bidder's accompanying statement in the performance of the work on the public building contemplated by the contract. Any sum so withheld from or paid by the contractor for any such failure may be remitted or refunded, in whole or in part, by the agency awarding the contract, but only in the event it is established to the satisfaction of the agency, that the subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted under this section unless application therefore is filed within one year after the liability of the successful bidder accrues. If any such application for refund of any sum paid as a penalty is denied, or if no application for refund is filed within the period provided herein for filing an application, such sum shall revert to the State.
- E. Any contract for a public works project may include a provision that the successful bidder on a specialty contract perform, at a minimum, a fixed percentage of the work up to 50% of the total contract bid. Factors to be considered by the awarding agency in setting the required percentage of amount of work the successful bidder must perform may include the degree of difficulty involved in the agency's administration of the work covered under the terms of the contract; the degree of specialty work contemplated in the contract and the time period required in which to complete the public works project. The terms of the contract shall so specify reasons for the stated percentage in its general terms and conditions.

14. WAGE PROVISIONS IN PUBLIC CONSTRUCTION CONTRACTS FAILURE TO PAY PREVAILING WAGE RATES: PENALTY

- A. The specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of buildings or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average wage paid to all employees reported.
- B. Every contract based upon these specifications shall contain a stipulation that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics. The specifications shall further stipulate that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.
- C. Every contract based upon these specifications shall contain a stipulation that sworn payroll information, be maintained and produced at the request of the Department of Labor.

- D. The Department of Labor shall investigate all claims that the prevailing wage rates as provided for under this section are not being or have not been paid. Upon finding that an employer has not paid or is not paying the prevailing wage rates, the Department of Labor shall notify the employer of the violations by certified mail and make an effort to obtain compliance. Upon failure to obtain compliance within 15 days of receipt of said certified mail, the Secretary may terminate all rights of the employer to proceed with the work under the public construction contract, and the employer shall be responsible for all damages resulting therefrom.
- E. Any employer who knowingly fails or refuses to pay the prevailing wage rates provided for under this Section, or who fails to submit payroll reports or post notice of the wage rates which apply to the project shall, for each such violation, be subject to a Civil Penalty of not less than \$1,000 nor more than \$5,000 for each violation. No public construction contract in this State shall be bid on, awarded to, or received by any contractor or subcontractor, or to any person, firm, partnership, or corporation in which such employer has an interest who, within two years after entry of a judgment pursuant to this chapter, is adjudicated in violation of this chapter in subsequent proceeding, until three years have elapsed from the date of the subsequent penalty judgment. A Civil Penalty claim may be filed in any court of competent jurisdiction.
- F. Any laborer or mechanic employed by any employer, or the Department of Labor on behalf of any laborer or mechanic employed by any employer, who is paid in a sum less than the prevailing wage rates provided for under this section shall have a right of action against the employer in any court of competent jurisdiction to recover up to treble the difference between the amount so paid and the prevailing wage rate. Such action may be brought by the Department of Labor in the name and for the benefit of the laborer or mechanic with or without an assignment of the claim from the employee, the Department of Labor shall have the power to settle and adjust any such claim to the same extent as would the aggrieved employee. It shall not be a defense to such action that the underpayment was received by the laborer or mechanic without protest. Upon the filing of an action under this section, the employer shall post suitable bond approved by the court for the damages which may be recoverable thereunder. Any judgment entered for plaintiff shall include an award for reasonable attorney's fees and costs of prosecution.
- G. Any wages collected under this chapter, but not claimed by the employee within 1 year from the date of collection, shall be retained by the Department of Labor for enforcement purposes.
- H. No action to recover wages and damages under this section shall be brought after the expiration of 2 years from the accruing of the cause of action.
- I. Whenever any person shall contract with another for the performance of any work which the contracting person has undertaken to perform, he or she shall become civilly liable to employees engaged in the performance of work under such contract for the payment of wages, exclusive of treble damages, as required under this section, whenever and to the extent that the employer of such employees fails to pay such wages, and the employer of such employees shall be liable to such person for any wages paid by him under this Section. If pursuant to this Subsection (I) a person becomes civilly liable to employees of another, such liability shall not constitute a violation of this Section for purposes of the termination, civil penalty and debarment provisions of Subsections (D) and (E) of this Section.
- J. A contract manager shall be responsible for monitoring compliance with this Section, but shall not become civilly liable to the same extent as the contracting person. For purposes of this Section, "contract manager" means any person who performs the function of the contracting person without becoming a party to the contract of performance, but rather contracts with the recipient of the goods or services to act as his/her agent. A contract manager who knowingly fails or refuses to monitor compliance with this Section shall, for each such failure or refusal, be subject to a Civil Penalty of not less than \$100 nor more than \$500. A Civil Penalty claim under this subsection may be filed in any court of competent jurisdiction. A contract manager's liability for a Civil Penalty pursuant to this Subsection (j) shall not constitute a violation of this section for purposes of the termination, civil penalty and debarment provisions of Subsection (D) and (E) of this Section.

15. PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT

In the construction of all public works for the State or any political subdivision thereof, or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal citizens of the State, who have established citizenship by residence of at least ninety days in the State. Any person, company or corporation who violates the provisions of this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

16. NON-DISCRIMINATION

In performing this work the successful bidder agrees to the following:

- A. The successful bidder will not discriminate against any employee or application for employment because of race, creed, color, sex, national origin, age or disability. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The successful bidder will, in all solicitations or advertisements for employees place by or on behalf of himself, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age or disability.

17. EQUAL OPPORTUNITY EMPLOYER

The named School District(s) is an equal opportunity employer and does not discriminate or deny services on the basis of race, color, creed, national origin, sex, disability, or age.

18. INSURANCE - LIABILITY

The successful bidder shall maintain, at its expense, the following insurance:

A. Public Liability and Automobile Liability Insurance

- 1. The policy is to be provided for both the owner and the contractor.
- 2. Minimum coverage for bodily injury shall be \$500,000 for any one individual and \$1,000,000 for any one accident.
- 3. Minimum coverage for property damage shall be \$500,000 for any one accident.
- 4. Policies shall include completed operations, owners and contractors Protective Liability and Contractual Liability coverage, including protection against claims arising out of the activities of subcontractors in the same minimum amounts stated above.
- 5. If the project involves excavations, deep trenching, or blasting, endorsements to the policy should be obtained to cover these hazards.
- 6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

B. Builders Risk Policy

- 1. The builders risk policy shall be an all risk coverage policy.
- 2. The policy shall be in the name of the owner and prime contractor, jointly, "as their interests may appear."
- 3. On new construction or complete additions, the policy will be carried on a completed value basis.

4. On renovation projects, the policy will be covered by either an installation floater or a separate policy of sufficient dollar amount to fully cover the cost of the materials stored.
5. If it is your policy to pay for material not stored on the site, either a separate certificate of insurance must be issued or a rider must be added to the existing builders risk policy. The amount of coverage must be sufficient to cover all materials stored off the site.
6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

C. Worker's Compensation Including Employee's Liability

1. Minimum limit on Employee's Liability to be \$100,000 minimum limit for all employees working at one site.
2. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

D. Boiler Insurance

1. If a new boiler is started prior to acceptance of the installation by the owner, the contractor must carry boiler insurance until acceptance by the owner.
2. Minimum coverage for boiler insurance of bodily injury will be \$1,000,000. For property damage the minimum coverage will also be \$1,000,000.
3. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.

The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.

During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a)	Comprehensive General Liability	\$1,000,000	
and	b)	Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c)	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d)	Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury)     \$100,000/\$300,000
- f) Automotive Property Damage (to others)     \$ 25,000

Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.

The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in the scope of work to be performed.

The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

#### 19. LICENSES, FEES, PERMITS, TAXES, AND STATE LAWS

In the performance of this Contract the successful Bidder is required to comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations. The cost of permits, insurance, taxes, and other relevant costs required in the performance of the Contract shall be borne by the successful Bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The vendor shall furnish upon request any or all of the referenced items.

All bidders shall be properly licensed and authorized to transact business in the State of Delaware as provided for in Delaware Code Title 30, §2502 and in any and all Delaware Municipalities having jurisdiction to require such licensing within the geographic boundaries of the site(s) where the work is to be performed prior to the execution of any contract resulting from this bid. In the case of contracts in excess of \$50,000.00 which are competitively bid, such person shall have initiated the license application procedure required by this subsection with the Division of Revenue prior to, or in conjunction with, the submission of a bid on a contract, or in the case of a subcontractor, prior to the submission of a bid by the general contractor. Proof of such license compliance shall be as determined by the School District(s) or their designee.

All bidders for public works projects shall insure that they have met all general contractor and/or subcontractor licensing requirements in accord with the requirement of Title 29 §6962 prior to submitting a bid.

NOTE: Contractors and subcontractors bonding and licensing requirements were amended by HB585 and as of January 1, 1987, require the following:

- A. Bidders shall obtain and comply with the Delaware Department of Revenue's Technical Information Memorandum 88-10 dated December 29, 1986. This Technical Information Memorandum constitutes the Division of Revenue's Regulations with regard to contractor licensing and bonding requirements under the amended statutes. These Regulations are promulgated pursuant to 30 Del. C. §2103(b).

B. 30 Del. C. §375 Requirements:

1. Surety bonds in the amount of 6% of the contract or subcontract price are required for all non-resident contractors for contracts within the State of Delaware in which either:
  - (a) The single contract or subcontract totals \$20,000 or more; or
  - (b) The contract or subcontract is a "cost-plus" contract whose estimated cost-and-profit totals \$20,000 or more; or
  - (c) The aggregate of two or more contracts or subcontracts in a calendar year totals \$20,000 or more.
2. The Division of Revenue will accept cash bonds, which may be paid by check, on contracts not exceeding \$100,000.
3. The contractor's bond shall be filed before construction commences on any contract upon which a bond is required pursuant to 30 Del. C. §375, as outlined in Paragraph (a-c) above.

C. For licensing requirements, penalties, definitions, information filing, and other requirements, bidders shall refer to Technical Information memorandum 86-10 and to the referenced sections of the Delaware Code. For additional information call 1-800-292-7826.

20. WAGE SCALE - PREVAILING

When the schedule of prevailing wages is not attached, it is the responsibility of vendors to obtain it from the Delaware Department of Labor, 820 North French Street, Wilmington, DE 19801.

21. PATENTS, TRADEMARKS, AND COPYRIGHTS

The supplier shall hold free of any liability, the School District(s) and the officers and employees, of any costs or expenses arising from patent, trademark or copyright infringement incurred by use of any item supplied or process used in performance of this Contract.

22. COVENANT AGAINST CONTINGENT FEES

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement of understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warrantee the School District(s) shall have the right to annul the Contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees.

23. TAXES - EXEMPT

Since the School District(s) is exempt, prices quoted shall not include Federal taxes or State of Local taxes. Tax Exemption number is 51-6000279.

24. TRADE DISCOUNTS

All prices offered must be lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless; (1) Specifically requested in that manner; (2) A copy of the referenced price list accompanies the bid.

25. COMMERCIAL WARRANTEE AND GUARANTEE CERTIFICATE

The supplier agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the supplier gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District(s) by any other clauses of the Contract. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

26. INTERPRETATION OF SPECIFICATIONS

Should any bidder be in doubt as to the intention and meaning of the specifications, he may make inquiry to the Office of the Supervisor of Central Bidding of the District(s). Questions received less than three working days before the opening of bids may not be considered. All questions in order to be considered must be submitted in writing.

27. EXAMINATION OF SITE AND OTHER CONDITIONS BEARING ON THIS WORK

Before submitting proposal, bidders shall fully inform themselves of the nature of the work by personal examination of the site, and by such means as they consider necessary, as to matters, conditions, or considerations bearing on or in any way affecting the preparation of their proposal. A bidder shall not at any time after the submission of his proposal claim that there is any misunderstanding in regard to the location, extent, or nature of the work to be performed. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper plans or specifications, and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce, to the satisfaction of the District(s), the required results at no expense to the District(s).

Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid shall not be sufficient cause to permit withdrawal of its bid nor secure relief on pleas of error after the contract is awarded.

28. BRAND NAMES AND APPROVED EQUAL

A. Where a particular manufacturer or several manufacturers, brands or models are referenced, it is to be interpreted as indicating the type or quality of material, and shall be interpreted to include an "approved equal". Bids may be considered on models or brands or products of manufacturers other than those specified if the items being substituted were approved by the designee of the District(s).

B. Where a manufacturer, brand, or model is referenced in the bid specifications, the absence of a reference to a different manufacturer, brand, or model in the bidder's proposal shall be interpreted as a bid on the manufacturer, brand, or model specified. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand they are offering, the Designee of the District(s) shall have the right to select any brand or model referenced.

Only one bid per item will be considered. If a vendor submits more than one bid on an item, none of the vendor's bids on that item will be considered.

C. The Board of Education of the District(s) shall be the sole judge as to whether or not items submitted meet specifications or whether or not items being bid are equal. Any attempt to "resell" or disqualify other supplies while the proposals are being analyzed may be reason for your bid to be disqualified. If additional information is required, contact the Central Bidding Department.

D. All items furnished under the Contract must be new and unused, latest models (unless otherwise specified) and free from all defects. The foregoing excepts exchange, normal "rebuilt" items, where specified.

29. SAMPLES AND DESCRIPTIVE LITERATURE

A. When requesting approval to bid models, brands or products of manufacturers other than those specified, such a request must be accompanied by catalog cuts and/or detailed specifications. The District(s) may also request bidders to submit samples for examination and appraisal.

B. Requested samples shall be submitted at no cost to the District(s) and may be required by the District(s) either prior to, at the time of the bid opening, or within ten calendar days following the request. Time of submission of samples shall be specified in the specifications. Samples shall be specified in the specifications. Samples not provided as requested, will be reason to reject the bid for that item. All such samples shall be identified as to the supplier, model number, bid item number and

other information that may be required; these samples will be returned after evaluation. Suppliers shall have the responsibility of picking up their samples within two weeks after notification. Samples not removed after two weeks will automatically become the property of the District(s) at no charge.

30. RESPONSIBILITY FOR DAMAGE AND CARE OF SCHOOL PROPERTY

The Supplier in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by him, his subcontractors or employees, or other persons engaged in the performance of the Contract.

Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which he, or anyone working under his direction is responsible.

31. SUPPLIER CLEAN-UP

All debris resulting from the supplier's delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the District(s) Designee. The successful bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. District(s)-owned trash receptacles are not to be used by the vendor without prior approval.

32. STORAGE OF MATERIALS

Every effort shall be made by the successful bidder to schedule delivery of materials so that a minimum of storage space is required. The successful bidder shall not encumber the premises with his materials and shall store all materials in a place designated by the Board of Education or its representative. The District(s) will not be responsible for any damage to or theft of tools or materials used in this work.

33. UNPACKING AND ASSEMBLING

All work described in the specifications regarding unpacking, assembling, and placement of all movable furniture and/or equipment must be completed within five (5) days after furniture and/or equipment is received on the site unless prior approval is received.

Any bidder failing to unpack and assemble knockdown equipment and furniture will be charged (deduction will be made from billing) a fee to cover the District's cost of unpacking and assembling.

34. SERVICE

Each bidder may be required to submit a signed statement to the effect he can furnish service by factory trained personnel Monday to Friday during the hours of 8:00 a.m. - 4:00 p.m.

35. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications must be completed with reasonable promptness. The District(s) shall be the sole judge of what is "reasonably prompt" under the circumstances. If the successful bidder does not begin the work in a reasonable amount of time, it will be notified that if it fails to initiate the work promptly, the contract may be terminated and the District(s) will forthwith proceed to collect for nonperformance of the work.

36. ORDERING

All items or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by two authorized representatives of the District(s). This document must be in the hands of the successful bidder prior to any work commencing on the Contract.

37. DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING

- A. All supplies, materials, equipment, goods, and services are to be delivered postpaid to the location or locations indicated on the Proposal Form, Specifications, or Purchase Order. No labor will be provided to help unload any product under Contract.
- B. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until the goods are inspected. The District(s) shall have a reasonable opportunity to inspect. If, for example, goods are delivered on August 1, the District(s) may not have a reasonable opportunity to inspect such goods until September or October. In all events, shipping invoices or other documents sent with goods shall not be controlling with respect to the timing of inspection. The inspection and test by the District(s) of any supplies or lots thereof does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to Patent defects, fraud, or such gross mistakes as amount to fraud.
- C. Any item to be supplied as a result of this Contract shall be subject to inspection and test by the Ordering Office, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.
- D. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Ordering Office shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which have been rejected or required to be corrected shall be removed or, if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the District(s) either (1) may re-contract or otherwise, replace or correct such items and charge the supplier the cost occasioned the District(s) thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Failure to comply with Contract".
- E. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items shall neither relieve the supplier from responsibility for such items as are not in accordance with the Contract requirements nor impose liability on the District(s) therefore.
- F. Neither the School District(s) nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing, or mishandling.
- G. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the Purchase Order/Contract number and item identification.  
  
Failure to provide adequate identifying markings may result in refusal of the delivery.
- H. Unless otherwise stated, all prices include delivery and placement within the ship-to-address in that area specified in the Contract or Purchase Order.
- I. Collect shipments will not be accepted.
- J. All shipments shall be F.O.B. point of destination as indicated in the Proposal or on the Purchase Order.

38. INVOICES

Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:

1. Purchase Order/Contract number.
2. Delivery destination as it appears on the Purchase Order.

3. Contract item number, quantity and description of item billed.
4. Unit price and extended price of each item.
5. Total amount of invoice.
6. Any prompt payment discount offered.

39. INDEMNIFICATION

By submitting a bid, all bidders agree that in the event they are awarded a contract, they will indemnify and otherwise hold harmless the District(s), its agents and employees from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with the contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the District(s), its agents and employees, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable to the District(s) or its employees or agents, to the extent that it shall be also determined that the acts, or failure to act are attributable, in whole or in part, to such bidders or its employees or agents.

40. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution by the Board(s) of this contract, the successful bidder hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Board(s) pursuant to this contract.

41. HAZARDOUS MATERIALS

As required in the Hazardous Chemical Information Act of June, 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to each School along with the shipping slips that includes those products.

42. CONTRACT DOCUMENTS

These General Instructions and any Special Instructions, Bid Specifications, Requests for Bid, Bid Proposal Form, Purchase Order, and Contract shall be a part of and constitute the contract entered into by the District(s) and any successful bidder. In the event there is any discrepancy between any of the foregoing contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Purchase Order, Bid Specifications, Special Instructions, General Instructions, Requests for Bid and Bid Proposal Form.

43. THE CONTRACT

This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

44. TRANSFER OF BIDS

The District named in this bid and the successful bidder may reach an agreement to make available to any agency or school district in the State the bid prices submitted for this contract. Where such an agreement exists, the District(s) named shall have access to purchase under the contract.

45. SUPPLIER DIVERSITY

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government,

the State of Delaware is committed to supporting its diverse business industry and population. All vendors are encouraged, if applicable, to certify with the Delaware Office of Minority and Women Business Enterprise. In addition, the successful Vendor is requested to report on the 2<sup>nd</sup> tier/subcontracting participation by a minority and/or women owned business (MWBE) under this awarded contract. The requested reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications. The recommended format used for this 2<sup>nd</sup> tier report is found on the OMWBE web site. 2nd tier reports shall be submitted to the Executive Director Michelle Morin via email [Michelle.Morin@state.de.us](mailto:Michelle.Morin@state.de.us) on a quarterly basis.

## DELIVERY

Delivered F.O.B. destination to the indicated schools in the Red Clay Consolidated School District. Location addresses will be provided once the bid is accepted and are also available at [www.edline.net/pages/RedClay](http://www.edline.net/pages/RedClay) .

## CONTRACT TERM

This contract is for one year, commencing once it is approved by the District's Board of Education. The contract may be extended to include additional printings upon the mutual agreement of all parties. Any increase in rates, if accepted as part of extended contract, shall not exceed the increase in the Consumer Price Index (CPI-W US City Average) for the latest available twelve-month period at the time of acceptance.

## QUANTITIES

The quantities listed are estimates and may be increased or decreased as needed.

## BID DEPOSIT

The Red Clay Consolidated School District hereby waives the requirement of a ten percent (10%) Bid Deposit.

## PERFORMANCE BOND

The Red Clay Consolidated School District hereby waives the requirement that the successful vendor execute a one hundred percent (100%) Performance Bond.

## COPIES

**Six (6) copies** of your bid (1 original and 5 copies) must be sent by the date and time indicated for the bid opening to the Data Service Center, Attn: Emily L. Ryan, 168 S. Dupont Highway, New Castle, DE 19720. A failure to do so may result in the rejection of your bid.

## MULTIPLE BIDS

*Multiple bids per line item are not permitted.* Offerings of more than one model per line item will be rejected in their entirety.

## NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the Red Clay Consolidated School District may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due

the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

### ALTERNATE BIDS & SAMPLES

All alternate bids must include complete specification sheets and/or product catalogs from the manufacturer. Samples of each alternate bid **MUST** be included with your submitted proposal for evaluation purposes. A failure to do so may cause for rejection of your bid.

### QUESTIONS

Any questions relating to these services should be referred to Emily Ryan, Data Service Center, [eryan@dataservice.org](mailto:eryan@dataservice.org). All questions and answers will be posted on the State of Delaware website [www.bids.delaware.gov](http://www.bids.delaware.gov). It is the vendor's responsibility to view the website to check for any addendums.

### MULTIPLE AWARD

In order to assure that the District receives adequate coverage, the District reserves the right to award this contract to more than one vendor. Each service may be awarded individually or grouped, however is determined to be in the best interest of the District

### EARLY TERMINATION

The District may terminate this contract at any time. There will be no early termination charges and the District must provide a thirty (30) day written notice to implement early termination.

## **SECTION 1 -GENERAL REQUIREMENTS**

### **1.1 GENERAL**

1. All casework covered by this specification and/or equipment schedule and accompanying drawings shall be the product of one manufacturer or dealer thereof and supplied under his direction to eliminate divided responsibility, unless directly called out in the Contract Documents to be of another manufacturer or dealer thereof.
  - A. The manufacturer's catalogue and model numbers listed on the drawings and specifications are those of Interior Concepts, Inc. of Spring Lake, Michigan and Leonard Peterson & Company of Auburn, Alabama except where noted otherwise and form the basis of design.
  - B. Other acceptable manufacturers:
    1. All Steel

2. Hon
  3. Hayworth
  - C. Refer to details, drawings, and /or equipment schedule for location of materials to be provided. Although not necessarily shown on details or listed in the schedule casework supplier shall provide all materials necessary (i.e. finished ends, finished backs, fillers, scribes, etc.) to make for a complete installation.
2. All bidders must be prepared to show the following proof of their ability to perform under this contract. Failure to meet any of these requirements and qualifications shall be sufficient cause for rejection of any or all bids.
    - A. Minimum of five (5) years experience in the manufacture of modular technology laboratory casework and equipment.
    - B. Minimum of ten (10) completed installations of equal size and requirements, which may be inspected prior to award of a contract.
    - C. Financial and technical resources of sufficient scope to assure prompt and satisfactory performance in the production and delivery of all equipment specified.
    - D. Financial and technical resources of sufficient scope to assure prompt and satisfactory installation and/or connection of the equipment when this is part of the specified scope or a condition of purchase.
  3. The owner reserves the right to reject the manufacturer or vendor if in his opinion such manufacturer or vendor cannot meet the requirements of these specifications or has a past record of poor performance.
  4. Equipment may be inspected by the owner at the equipment manufacturing plant prior to shipment. Any equipment found not to be in accordance with these specifications and approved shop drawing may be rejected. All rejected equipment must be promptly replaced at no cost to the owner.
  5. Millwork shall not be an acceptable substitute for the modular casework as herein specified.

## **1.2 STANDARDS OF QUALITY:**

1. It is the prime intent of these specifications, applicable drawings and equipment schedule to show and define the essential minimum requirements as to the quality of materials, construction, finish and overall workmanship. Equipment differing from that specified or shown on the drawings will not be considered unless ample proof is submitted with the proposal in the form of complete drawings and samples indicating all essential requirements of the specifications are strictly adhered to.

2. The owner, or his designated representative, reserves the right to reject proposals offering equipment which in his opinion does not meet the standard of quality established by these specifications. Any such decision will be considered final and not subject to further recourse.

### **1.3 DESCRIPTION OF WORK REQUIRED:**

1. The casework as specified herein and/or as noted on the drawings is to be furnished, delivered, and installed in the location required by the drawings and left ready for the installation and connection of plumbing fixture and electrical fixture by others.
2. In general casework, equipment, service fixtures and related work shall include:
  - A. Furnishing and delivering to the building, un-crating, setting in place and leveling all workstations and equipment listed in the specifications or equipment schedule and/or shown on the drawings.
  - B. Furnishing electrical service fixtures which are directly attached to the casework or equipment as called for in the specifications, equipment list and/or shown on the drawings. Fixtures shall be furnished assembled in properly marked cartons for installation and final hook-up by others.
  - C. FINAL ADJUSTMENT: It is recognized that doors and drawers will swell and stick because of unusually high ambient moisture in new construction work. Casework installer shall return six (6) months after final inspection to make any final adjustments to drawers and doors to eliminate sticking problems. Any doors or drawers which cannot be corrected shall be replaced.

### **1.4 DEFINITIONS:**

1. "OTHERS" are defined as separate and independent contractors who have no connection whatever with the casework and equipment mentioned in these specifications except to complete "Work By Others"

### **1.5 SHOP DRAWINGS:**

1. For approval by owner and for job site use furnish seven (7) sets of shop drawings showing plans, elevations and rough-in locations of all items described in the equipment schedule and/or shown on the drawings. Provide revised drawings as required.
2. Verify building measurements prior to fabrication and adjust casework accordingly to insure proper fit of all items.
3. Submit three (3) sets of as-built shop drawings upon completion of the project.

## 1.6 SAMPLES:

1. Samples shall be submitted to and approved by the owner or his representative (if requested) before proceeding with any of the work. Submit full-size samples clearly showing the following:
  - A. Top construction and materials
  - B. Drawer and cabinet construction
  - C. Framing construction and materials
  - D. Framing connectors
  - E. Panel insert retainers
  - F. Hardware
  - G. Warranty information
2. Owner will furnish contractor sample approval in writing.
3. Owner reserves the right to retain samples for comparison to final furnished product.

## SECTION 2 - MODULAR CASEWORK FEATURES:

### 2.1 GENERAL:

1. **Metal Framing Members**

Members shall be constructed of one inch square, #16 gauge cold rolled steel tubing held rigid by patented one inch zinc cast joint connectors with nylon sleeves which require a 1/8 turn of the steel tube over the nylon sleeves to lock the frame rigid. All tubing is to be corner welded with flash removed. All tubing is to be scale free, sanded and powder coat painted with a baked enamel finish.
2. **Joining**

All framing members shall be joined with a positive locking connector, die-cast in zinc with a tension strength of 800 lb. pull and a shear strength of 2,000 lb. Frames shall require a 1/8 turn to lock tubes firmly on the joints for a full 2" of the connector. No hammering or gaskets shall be necessary in the assembly of the product to form a complete rigid interlocked frame system.
3. **Panel Insert Retainer**

Walls shall fit into an extruded insert retainer with 2 side action locking devices to permit the insertion or removal of any or all of the walls in a module without the need of taking the framing members apart. Insert retainer shall be firmly adhered to the structural frame without an overlap on the frame.
4. **Panel Construction**

Unless otherwise specified all particleboard panels shall be fabricated from #45 high density wood fiber core 3/4" thick. Panels to be covered both sides with a vertical surface grade melamine, applied via a thermo-fused process. All shelving unless otherwise specified is constructed in the same manner with all edges finished with a PVC edgebanding.

5. **Work Surfaces**

All work surfaces to be fabricated from 1-1/8" 45# high density particle board. Top of surface to have 1/16" thick high pressure laminate applied, bottom of surface to have 1/32" backer to prevent warpage. All edges to be finished with a minimum 3mm vinyl t-edging. All front corners of work surfaces to have a minimum 1" radiused edges. All work surfaces to include minimum of one 3" diameter holes for wire passage. Grommets shall be color coordinated with the vinyl t-edging. Work surfaces to be attached to metal framing members with a locking 14 gauge steel die-cut slot tab. Slot tabs are inserted and locked into the framing members. Work surface is attached to slot tab by means of No. 10 Pan Head Phillips Screws. Special sized slot tabs to be used for work surface height adjustment to address handicapped accessibility.

6. **Warranty**

Manufacturer shall replace or repair at his expense all materials and workmanship of his manufacture (normal wear and tear, abuse or misuse excepted) found to be defective within three (3) years from date of shipment of such materials.

**2.2 WORKSTATION FEATURES:**

1. **WORKSURFACE**

- A. Each individual modular workstation shall be provided with plastic laminate work surfaces as specified in the casework description.
- B. Work surface construction shall be 45# high density industrial grade particle board covered with .060 high pressure laminate balanced with a gator-ply backer.
- C. Work surface corners must have a minimum 1" radius to allow maximum work surface area and to avoid any sharp edges caused from self-edged edges.
- D. All work surfaces shall be 29" AFF (above finished floor), unless otherwise noted.

2. **UNDER STRUCTURE:**

- A. The under structure of the workstation shall include thermo-fused melamine covered panel inserts. The under structure includes all panels below the main work surface and those serving as end panels.
- B. Units shall be self-supporting by means of the 1" x 1" steel tubing as previously specified. All frames shall have a minimum of two leveling

glides. Glides to have a hex nut at the bottom of the stem for ease of leveling.

3. Laboratory casework as manufactured by Leonard Peterson & Company shall be constructed as follows:

Base cabinets and case units to be of lipped style construction having drawer heads and hinged doors with radius edges, overlapping cabinet and case openings on all edges. Units shall be integral, completely factory assembled and finished. Cabinets constructed with flush interiors having no offsets, to maximize drawer and cupboard space and for ease of cleanability. Face frame constructed cabinets or cases are not acceptable. Cabinets shall be constructed so that hinges fasten to solid lumber on doors and cabinet or case walls. Cabinet assembly to be blind mortise and tenon type or dowel assembly (with dowels on 2-1/2" centers or less) type. Joints to be fully glued and reinforced with screws on no less than 10" centers. All exposed joints shall be closely fitted and tight showing no openings when cabinet in finished. All exposed apron and leg corners rounded to a radius of at least 3/16".

A. Wall, Upper, and Tall Case Construction:

1. Exposed ends for units 48" or less in height shall be 3/4" thick oak plywood with 3/4" wide x 1-1/4" thick oak facer. Exposed ends of units over 48" high shall be 1" thick oak plywood with 1" wide x 1-1/4" thick oak facer.  
Unexposed ends for units 48" or less in height shall be 5/8" thick birch plywood with 3/4" wide x 1-1/4" thick oak facer. Unexposed ends for units over 48" high shall be 3/4" thick with 1" wide x 1-1/4" thick oak facer.  
Interior of sides machined to receive top and bottom, and bored for shelf support clips.
2. Tops, 3/4" thick hardwood plywood furnished with oak header rail minimum 3/4" thick x 2-1/2" high. Header rail and top tenoned or provided with dowels and bored for blind assembly with glue and reinforced with screws to cabinet walls. (Case tops provided without header rails not acceptable.) Depending upon style of case, top shall further be provided with semi-concealed track located behind header to receive sliding doors.
3. Bottoms for hanging wall cases and counter mounted cases 1" thick hardwood plywood with 1" wide x 3/4" thick oak facer.  
Floor mounted cases furnished with 3/4" thick plywood bottoms with 3/4" wide x 3/4" thick oak facer.  
Ends of bottoms to be tenoned or provided with dowels and bored for blind assembly with glue and reinforced with screws to cabinet walls.

Depending on style of cases, bottoms shall further be furnished with aluminum tracks to receive sliding doors.

4. Shelves, for hanging wall cases and counter mounted cases, 3/4" thick plywood faced with 3/4" wide x 1/8" thick oak banding on exposed edge(s). Shelves for tall storage cases, 1" thick plywood faced with 1" wide x 1/8" thick oak banding on exposed edge(s). Shelves mount on double pinned nylon shelf clips adjustable on 1-1/4" centers fitting into bored holes in cabinet ends or partitions. Performance of shelves to meet standards listed in section 1.03.
5. Backs, 1/4" thick secured into unit ends, top, and bottom. Backs provided with 3/4" thick x 4" high batten strips behind case backs for reinforcement and through which hardware shall be attached, for securing cases to walls. Exposed backs on Island Units shall be 3/4" thick faced on exposed edges with solid oak 3/4" wide x 3/8" thick.
6. Tall storage cases to be provided with 4" high oak plywood toe rail set flush with face of case to provide added safety from tipping. Toe rail shall be reinforced for rigidity.
7. Hinged panel doors, minimum 13/16" thick up to 48" high and 1" thick over 48" high, 5-ply, hardwood framed, having one-piece particle board cores with hardwood cross bandings and with oak veneered faces. Paired case doors to have matched grain pattern.  
Doors up to 48" high shall have (1) pair of hinges and (1) catch.  
Doors over 48" high shall have (1-1/2) pair of hinges and (2) catches as described under Hardware.
8. Sliding panel doors of similar construction to hinged panel doors. Doors shall receive machined pulls recessed into door faces and operate on non-ferrous metal tracks. Doors up to 30" high shall be furnished with and operate on self-lubricating plastic slides. Doors over 30" high shall be furnished with and operate on ball bearing sheaves.
9. Hinged glazed doors, minimum 13/16" thick up to 48" high and 1-1/16" thick over 48" high. Glazed doors shall be made of solid hardwood (plywood not acceptable) with rails and styles tenoned, grooved and glued together with all joints reinforced with dowels. Doors over 65" high furnished with center rail.  
Minimum width of all rail styles shall be 2-1/2".  
Doors up to 48" high shall have (1) pair of hinges and (1) catch.  
Doors over 48" high shall have (1-1/2) pair of hinges and (2) catches.  
Glass shall be 1/8" double strength and set with wood molding.  
Doors shall be furnished with hinges, pulls and catches as described under Hardware.
10. Sliding glazed doors, of similar construction to hinged glazed doors. Doors receive machined pulls recessed into door faces and operate on non-ferrous metal tracks. Doors up to 30" high shall be furnished with and operate on self-lubricating plastic slides. Doors over 30" high shall be furnished with and operate on ball bearing sheaves.

**SECTION 3 – STANTON MIDDLE SCHOOL MODULAR TECHNOLOGY  
LABORATORY FURNITURE & EQUIPMENT SCHEDULE**

ITEM EL-01, VLWB546436                      Four-Student Workbench with 2 Vises  
 Shall be equal to Leonard Peterson Model VLWB546436. Unit shall consist of a 64” wide x 54” deep x 2-1/4” thick Northern Hard Maple top mounted on (2) K352130X oak, mortised and tenon constructed base cabinets. Each base cabinet shall measure 35” wide x 21” deep x 31” high. Each unit shall contain (6) locker openings to measure 12” x 21” x 15” high, providing a total of (12) locker openings. Base unit shall be placed back-to back with 8” wide filler strips on each end.

ITEM EL-02, OWB546430                      Four-Student Workbench with 2 Vises  
 Shall be equal to Leonard Peterson Model OWB546430. Unit shall consist of a 64” wide x 54” deep x 2-1/4” thick Northern Hard Maple top mounted on a full framed solid oak frame assembly with 2-1/4” thick solid oak legs through bolted to frame assembly. Legs shall be provided with stretchers and cross rails to support a full width full depth shelf oak plywood shelf with oak edge banding.

ITEM EL-03, HW422384                      42” Wide Tall Storage Cabinet  
 Shall be equal to Leonard Peterson Model HW422384. Unit shall measure 42” wide x 23” deep x 84” high with a pair of matched hinged wood doors with a three-point latching/locking handle and (5) full-width full-depth x 1” thick adjustable wood shelves. All shelves to be adjustable.

ITEM EL-04, HW472384-TS                      47” Wide Tool Storage Cabinet  
 Shall be equal to Leonard Peterson Model HW472384-TS. Unit shall measure 47” wide x 23” deep x 84” high and be constructed of oak utilizing mortise and tenon joint construction. Cabinet shall be provided with an upper section with perforated pegboard on back and sides for mounting of tools; lower section with (3) shelves (each 1” thick). Provided with the cabinet shall be (1) Tool Hanger Package as designed for mounting (2) pegboards and a tool package consisting of the following list of tools:

2 8" STRAIGHT TRIMMER	2 DIAGONAL PLIERS	2 3" STRAIGHT SCREWDRIVER	6 C-CLAMP
6 3" ALUMINUM RULERS	2 4" STRAIGHT SCREWDRIVER	6 C-CLAMP	2 FILE CARD
1 6" STRAIGHT SCREWDRIVER	6 C-CLAMP	1 12" 8PT COMPASS SAW	3 #1 PHILLIPS SCREWDRIVER
2 C-CLAMP	1 D-VISE	2 #2 PHILLIPS SCREWDRIVER	6 1" SPRING CLAMP
2 MOTO TOOL	1 SPEEDBOR BIT SET - 13 PC	2 3" SPRING CLAMP	3 SURGE SUPPRESSOR
6 T6 FILE HANDLE	1 COMPOUND MITER SAW	1 DIGITAL MULTIMETER	10 COPING SAW BLADES - 4PK
3 TWIST EXTRA	S SCREWDRIVER	1 14" UTILITY	3 9.6V CORDLESS

SCREWDRIVER 1 JEWELER	SET 5 DUAL TEMP GLUE GUN	PRY BAR	DRILL KIT
3 SCRATCH AWL	1 DUAL TEMP GLUE GUN	1 CONTINUITY TESTER	2 PENCIL COMPASS
1 BLACK RUBBER Mallet - 13OZ	2 BULK LINEMENS PLIERS	6 STEEL RULE	1 BENT NOSE LOCK PLIERS
3 ADJ. WRENCH	1 15 PC DRILL BIT SET	1 COMB. WRENCH SET	4 SOLDERING IRON
12 #11 KNIFE BLADES	1 1/4D SOCKET SET -13PC	2 CEE TEE PLIERS	6 SWIVEL KNIFE BLADES 1 HEX KEY SET
1 ADJ. WRENCH	12 #1 KNIFE	1 3/8D TORQUE WRENCH	1 NUT DRIVER SET
6 SWIVEL KNIFE BLADES	1 3/8D SOCKET SET - 11PC	2 LONG NOSE PLIERS	1 STANDARD KNIFE SET
3 COPING SAW	1 20" BPT HAND SAW	1 20" BPT HAND SAW	3 BACK SAW
1 WD CHISEL SET	2 STRAIGHT SNIPS	1 15 LONG NOSE VISE GRIP	1 STRAIGHT JAW VISE GRIP
1 10" FLAT BASTARD FILE	1 10" BASTARD HAND FILE	1 10" HR BASTARD FILE	1 10" RND BASTARD FILE
1 10" SQR BASTARD FILE	1 10" THREE SQ BASTARD FILE	2 SURFORM SHAVER	2 RD FILE SURFORM
2 POCKET SURFORM	2 FLEX PUTTY KNIFE	2 POWERLOCK RULE	1 24" ALUMINUM LEVEL
1 ALUM TORPEDO LEVEL	1 ALUMINUM RAFTER SQUARE	1 COMB. SQUARE	1 WOOD T-BEVEL
2 16OZ CURVED GRAPHITE HAMMER	2 RIP CLAW NAIL HAMMER	2 BALL PEIN HAMMER	1 SOFT FACE HAMMER 6 BRAD SET
1 NAIL SET PACKAGE	1 7PC COMB. MET. WRENCH SET	2 ALUM. RIVET	1 KLIKER II RIVET TOOL
2 COMB. SQUARE	1 6" SOL-NUT CALIPER	1 6" OUTSIDE CALIPER	1 6" DIVIDER
1 HEX KEY SET	2 12PC SCREWDRIVER BIT SET		

Note: Tool list may vary depending upon availability at time of order.

ITEM EL-05, HW472384

47" Wide Tall Storage Cabinet

Shall be equal to Leonard Peterson Model HW472384. Unit shall measure 47" wide x 23" deep x 84" high with a pair of matched hinged wood doors with a three-point latching/locking handle and (5) full-width full-depth x 1" thick adjustable wood shelves. All shelves to be adjustable.

ITEM EL-06, WWB962432 8' Wood Wall Bench

Shall be equal to Leonard Peterson Model WWB962432. Unit shall consist of a 96" wide x 24" deep x 2-1/4" thick Northern Hard Maple top mounted on (2) combination cupboard/drawer base assemblies. Each assembly shall measure 35" wide x 23" deep x 29-3/4" high with a full height, one half width, full depth cupboard section with a hinged wood door with (1) adjustable shelf, and a half width drawer unit to include (3) drawers, each drawer to be half width, full depth and one third height. Drawers and cabinet doors shall be furnished with master keyed cylinder locks. Unit shall be provided with (1) woodworking vise which shall be equal to Wilton Model 63144 provided with Wilton Model 63142 Jaw Faces.

ITEM EL-07, 577004

Bench Top Belt Disc Sander

Bench Top Belt and Disc Sander: Shall be equal to Jet Model J-4002. Unit shall be provided with a 1/3 HP, 115 VAC, single-phase motor and adhere to the following specifications: 1 x 42 belt size; 3000 belt speed; 45-degree out belt table tilt; 45-degree out disc table tilt; 8 disc diameter; and 1725 disc speed. Additional components provided with unit shall be a Saf-Start-Plug wiring kit preventing accidental re-start after power interruption. Unit shall be provided complete including set-up.

ITEM EL-08, 707200

Bench Top Band Saw

Shall be equal to Jet Model JWBS-10OS and adhere to the following specifications: 9-5/8" cutting capacity width; 4-1/8" cutting capacity height; 1/8" minimum saw blade width; 1/2" maximum saw blade width; 67-1/2" blade length; extra large, cast iron tilting 13-3/8" x 13-1/8" table dimension/with extension – 19" x 13-1/8"; 0-45°; 10" wheel diameter; adjustable LED work light; quick release blade tension; upper and lower ball-bearing blade guides; and be provided with a 1/2HP motor. Additional components provided with unit shall be a Saf-Start-Plug wiring kit preventing accidental re-start after power interruption. Unit shall be provided complete including set-up.

ITEM EL-09, 707300

Bench Top Drill Press

Shall be equal to Jet Model JDP-12 (707300) and adhere to the following specifications: 1/3HP, 115-volt, 5 amp, single phase motor; 12" swing size; 3.15" spindle travel; 5/8" drilling capacity; 5/8" chuck size; 11-1/2"x16-1/2" cast iron table to measure 9-1/2" x 9-1/2"/extended size 9-1/2"L x 16-1/2" W; mechanical variable speed drive system; industrial 5/8" drill chuck; X-shaped XACTA Laser™; digital read-out; LED work light; retractable roller extension; and linear scale with depth stop. Additional components provided with unit shall be a Saf-Start-Plug wiring kit preventing accidental re-start after power interruption. Unit shall be provided complete including set-up.

ITEM EL-10, M22-V22 Scroll Saw w/Stand

Shall be equal to Hegner Model M22-V 22" Scroll Saw. Unit shall be of all cast construction with (2) stroke settings (.40 and .70) and a slotted iron work table. I-beam arms provide maximum strength with a minimum of vibration. Knife-edged blade clamps, semi-orbital blade movement, oversized 3.2 amp induction motor, 45 degree left tilting 19" x 10" table with precise trunion, built-in bellows system, cast hold down arm with finger guard, 5" blade capacity, and 20" throat with a thickness of cut 1-7/8". Provided with saw shall be a P3ST stand. Additional components provided with unit shall be a Saf-Start-Plug wiring kit preventing accidental re-start after power interruption. Unit shall be provided complete including set-up.

ITEM EL-11, 2DK182130 18" Wide Two File Drawer Cabinet

Cabinet shall measure 18" wide x 21" deep x 29" high with (2) full-width half height file drawers with an interior height of 10-1/4". Each drawer shall be provided with file suspension system and follower. All drawers should be locking.

ITEM EL-12, DK182130 18" Wide One File Two Box Drawer Cabinet

Cabinet shall measure 18" wide x 21" deep x 29" high with (1) full-width file drawer with an interior height of 10-1/4", (1) full-width one-quarter height drawer with an interior height of 4-5/8", and (1) full-width one-sixth height drawer with an interior height of 2-5/8", and (1) pull-out writing surface. File drawer to be provided with file suspension system and file follower. Cabinet shall be provided with a full height full width finished back.

ITEM EL-13, TD969030 Teacher Workstation

Shall be equal to Leonard Peterson Model TD969030. Unit shall consist of an 'L' shaped 96" x 90" x 30" deep x 1" thick plastic laminate top with 4" x 1-1/4" backsplash where it abuts the wall, top and backsplash shall be provided with oak edge banding on all exposed edges. Unit shall be comprised of the top along with a full framed solid oak apron assembly which shall be connected to the DK182130 and 2DK182130 base cabinets specified earlier. Provided in one section of the apron assembly shall be an 11-1/2" wide utility drawer with lock. Open section of apron assembly shall be provided with a full height full width modesty panel.

ITEM EL-14, IWPD18AU/B Teacher Chair

Shall be equal to Krueger International Intellect Wave Teacher Chair Model IWPD18AU/B to consist of a one piece contoured shell constructed out of static free high impact polypropylene and provided with upholstered seat & back, arms, and 24" injection molded glass reinforced nylon 5 blade base with casters. Chair shall be pneumatically adjustable between 16-1/2" and 21-1/2".

ITEM EL-15, IWPD18 Student Chair

Shall be equal to Krueger International Intellect Wave Student Task Chair Model IWPD18 to consist of a one piece contoured shell constructed out of static free high impact polypropylene and provided with a 24" injection molded glass reinforced nylon 5 blade base with casters. Chair shall be pneumatically adjustable between 16-1/2" and 21-1/2".

ITEM EL-16, #30                      Student Stool  
Unit shall be equal to Troutman Industries Model 24. Unit shall measure 24" high and be constructed with solid oak legs and a 13-1/2" diameter oak seat.

ITEM EL-17, CS-535-24                      24" x 36" 5 Tier Open Shelving  
Shall be equal to Parent Metal Products Model CS-535-24. Unit shall measure 36" wide x 24" deep x 87" high overall. Unit shall be comprised of four; 14 gauge, roll formed, 87" high offset angel posts with side and rear cross bracing and five adjustable shelves. Shelves shall have triple flanged front and rear edges and double flanged side edges on each shelf and be adjustable on 1-1/2" centers.

ITEM EL-18, ---                      Existing 24" x 72" Computer Station  
Workstations shall be dismantled, relocated and re-installed as per the attached layout.

ITEM EL-19, #24                      Student Stool  
Unit shall be equal to Troutman Industries Model 24. Unit shall measure 18" high and be constructed with solid oak legs and a 13-1/2" diameter oak seat.

ITEM EL-20, 708659-K                      Dust Collector  
Shall be equal to Jet Model 708659-K Dust Collector and adhere to the following specifications: single-stage vortex cone bag design; 1-1/2 HP, permanently lubricated, totally enclosed, fan cooled, continuous –duty rated motor; 1 phase; 115/230 volt pre-wired 115v; 1100 cubic feet/minute air movement @ 10-1/2" static pressure; 2-4" inlets or 1-6" inlet connection ports; quick-connect collection bag with elastic band for easy installation; (4) casters;; with 30 micron filter.

ITEM EL-21, CT36                      Vacuum w/Accessories  
Shall be equal to Festool 583-493 Model CT-36 Dust Extractor System and shall adhere to the following specifications: 9.5 gallon/8.9 gallon container/filter bag capacity; 137 CFM maximum suction capacity; maximum vacuum of 96" static water lift; 62 dB (low setting)-714 dB (maximum setting) sound level; and 350-1200 watt/2.9-10 amp, 120 v AC power consumption. Unit shall be provided with HEPA filters, (1) filter bag, and (1) 1-1/16" x 11/5' antistatic suction hose. Unit shall be equipped with 497 697 compact cleaning kit.

#### **SECTION 4 – CONRAD SCHOOL OF SCINECE ROOM 136 TECH/STEM LABORATORY**

ITEM TS-01, HW352384                      36" Wide Tall Storage Cabinet  
Shall be equal to Leonard Peterson Model HW352384. Unit shall measure 35" wide x 23" deep x 84" high with a pair of matched hinged wood doors with a three-point latching/locking handle and (5) full-width full-depth x 1" thick adjustable wood shelves. All shelves to be adjustable.

ITEM TS-02, HW422384 42" Wide Tall Storage Cabinet

Shall be equal to Leonard Peterson Model HW422384. Unit shall measure 42" wide x 23" deep x 84" high with a pair of matched hinged wood doors with a three-point latching/locking handle and (5) full-width full-depth x 1" thick adjustable wood shelves. All shelves to be adjustable.

ITEM TS-03, TWS5448R Teacher Workstation

Shall be equal to Interior Concepts Model TWS5448R. Unit shall consist of a 54" x 30" x 1-1/4" long plastic laminate top with a 48" diameter x 1-1/4" thick top connected at one end with 1 two drawer hanging pedestal unit. Top shall be mounted 28" high steel frame assembly with melamine panel inserts as required. Steel frame assembly to be constructed of 1" thick square, 16-gauge steel tubing finished with epoxy powder coat paint. Steel tubing shall be assembled through the use of a patented connection system. Mounted below the top shall be a full-height chase system with sliding doors to facilitate wire and cable access. Provided as an integral part of the chase system shall be an 8-wire electrical system consisting of (2) 120-volt, 20-amp power receptacles with a separate 4G circuit. System shall provide (2) safety grounds and (2) neutral conductors all isolated from one another. All devices to be installed by laboratory casework installer with final electrical connection by others. Mounted beneath the top shall be a keyboard drawer with wrist rest and mouse tray (KDM). Tray shall be mounted on precision ball bearing slides, but with anti-retract feature; tray shall be steel with black wrinkle powder coat finish; to include cord management for keyboard and mouse.

ITEM TS-04, BC3030 Bookcase

Shall be equal to Interior Concepts Model BC3030. Unit shall measure 30" wide x 13" deep x 30" high with a 1-1/4" thick plastic laminate top with 3mm vinyl T-edging. All corners of top to have a minimum of 1" radius edge. Top shall be mounted on a 28" high steel frame assembly with melamine panel inserts as required. Steel frame assembly to be constructed of 1" thick square, 16-gauge steel tubing finished with epoxy powder coat paint. Steel tubing shall be assembled through the use of a patented connection system. Unit to be provided with one adjustable shelf of similar construction to the top.

ITEM TS-05, I3072-CP 30" x 72" Two Student Workstation

Shall be equal to Interior Concepts Model I3072-CP. Unit shall consist of a 72" x 30" x 1-1/4" plastic laminate top with 1 two drawer hanging pedestal unit. Cabinet shall measure 18" wide x 21" deep x 29" high. All drawers shall be provided with locks. Top shall be mounted on a 28" high steel frame assembly with melamine panel inserts as required. Steel frame assembly to be constructed of 1" thick square, 16-gauge steel tubing finished with epoxy powder coat paint. Steel tubing shall be assembled through the use of a patented connection system. Mounted below the top shall be a full-height chase system with sliding doors to facilitate wire and cable access. Provided as an integral part of the chase system shall be an 8-wire electrical system consisting of (2) 120-volt, 20-amp power receptacles with a separate 4G circuit. System shall provide (2) safety grounds and (2) neutral conductors all isolated from one another. All devices to be installed by laboratory casework installer with final electrical connection by others.

ITEM TS-06, OWB426036 42" x 60" x 36" Student Workbench

Shall be equal to Leonard Peterson Model OWB426036 Unit shall consist of a 60" wide x 42" deep x 2-1/4" thick Northern Hard Maple top mounted on a full framed solid oak frame assembly with 2-1/4" thick solid oak legs through bolted to frame assembly. Legs shall be provided with stretchers and cross rails to support a full width full depth shelf oak plywood shelf with oak edge banding. Unit shall be provided with (1) woodworking vise which shall be equal to Wilton Model 63144 provided with Wilton Model 63142 Jaw Faces.

ITEM TS-07, CS3048 30" x 48" Two Student Computer Station

Shall be equal to Interior Concepts Model CS3048. Unit shall consist of a 48" x 30" x 1-1/4" thick plastic laminate top with 3mm vinyl T-edging. All corners of work surface to have a minimum of 1" radiused edges. Top shall be mounted 33" high steel frame assembly with melamine panel inserts both above and below counter as required. Steel frame assembly to be constructed of 1" thick square, 16-gauge steel tubing finished with epoxy powder coat paint. Steel tubing shall be assembled through the use of a patented connection system. Top shall be supported on each wing by intermediate steel framework surface for legs. Mounted below the top shall be a full-height chase system with sliding doors to facilitate wire and cable access. Provided as an integral part of the chase system shall be an 8-wire electrical system consisting of (2) 120-volt, 20-amp power receptacles with a separate 4G circuit. System shall provide (2) safety grounds and (2) neutral conductors all isolated from one another. All devices to be installed by laboratory casework installer with final electrical connection by others.

ITEM TS-08, WWB722432 24" x 72" x 32" Workbench

Shall be equal to Leonard Peterson Model WWB722432. Unit shall consist of a 72" wide x 24" deep x 2-1/4" thick Northern Hard Maple top mounted on (2) combination cupboard/drawer base assemblies. Each assembly shall measure 35" wide x 23" deep x 29-3/4" high with a full height, one half width, full depth cupboard section with a hinged wood door with (1) adjustable shelf, and a half width drawer unit to include (3) drawers, each drawer to be half width, full depth and one third height. Drawers and cabinet doors shall be furnished with master keyed cylinder locks.

ITEM TS-09, CS-547-18 18" x 48" 5 Tier Adjustable Steel Shelving

Shall be equal to Parent Metal Products Model CS-535-24. Unit shall measure 36" wide x 18" deep x 87" high overall. Unit shall be comprised of four; 14 gauge, roll formed, 87" high offset angel posts with side and rear cross bracing and five adjustable shelves. Shelves shall have triple flanged front and rear edges and double flanged side edges on each shelf and be adjustable on 1-1/2" centers.

ITEM TS-10, #30 Student Stool

Unit shall be equal to Troutman Industries Model 24. Unit shall measure 24" high and be constructed with solid oak legs and a 13-1/2" diameter oak seat.

ITEM TS-11, IWPD18 Student Computer Chair

Shall be equal to Krueger International Intellect Wave Student Task Chair Model IWPD18 to consist of a one piece contoured shell constructed out of static free high impact polypropylene

and provided with a 24" injection molded glass reinforced nylon 5 blade base with casters. Chair shall be pneumatically adjustable between 16-1/2" and 21-1/2".

ITEM TS-12, IWPD18AU/B Teacher Chair

Shall be equal to Krueger International Intellect Wave Teacher Chair Model IWPD18AU/B to consist of a one piece contoured shell constructed out of static free high impact polypropylene and provided with upholstered seat & back, arms, and 24" injection molded glass reinforced nylon 5 blade base with casters. Chair shall be pneumatically adjustable between 16-1/2" and 21-1/2".

ITEM TS-13, CS-548-24 24" x 48" 5 Tier Adjustable Steel Shelving

Shall be equal to Parent Metal Products Model CS-535-24. Unit shall measure 48" wide x 24" deep x 87" high overall. Unit shall be comprised of four; 14 gauge, roll formed, 87" high offset angel posts with side and rear cross bracing and five adjustable shelves. Shelves shall have triple flanged front and rear edges and double flanged side edges on each shelf and be adjustable on 1-1/2" centers.

ITEM TS-14, CS-542-24 24" x 42" 5 Tier Adjustable Steel Shelving

Shall be equal to Parent Metal Products Model CS-535-24. Unit shall measure 42" wide x 24" deep x 87" high overall. Unit shall be comprised of four; 14 gauge, roll formed, 87" high offset angel posts with side and rear cross bracing and five adjustable shelves. Shelves shall have triple flanged front and rear edges and double flanged side edges on each shelf and be adjustable on 1-1/2" centers.

ITEM TS-15, CS-536-24 24" x 36" 5 Tier Adjustable Steel Shelving

Shall be equal to Parent Metal Products Model CS-535-24. Unit shall measure 36" wide x 24" deep x 87" high overall. Unit shall be comprised of four; 14 gauge, roll formed, 87" high offset angel posts with side and rear cross bracing and five adjustable shelves. Shelves shall have triple flanged front and rear edges and double flanged side edges on each shelf and be adjustable on 1-1/2" centers.

ITEM TS-16, 700-S-636 36" x 60" Steel Top Worktable

Unit shall be equal to Parent 700-S-636 steel top worktable to measure 36" deep x 60" wide and constructed of heavy duty 14 gauge steel legs adjustable from 31" to 34" with glides for leveling, 14 gauge front and rear stringers and lower center shelf, unit to be provided with a 1-1/4" thick 12 gauge steel top with plywood sub-top.

ITEM TS-17, SWU722484 Sliding Whiteboard Unit

Shall consist of a 72" x 24" plastic laminate top mounted on (2) 35" wide x 23" deep x 35-3/4" high (6)-drawer base units. Each base shall contain (4) file drawers with file compression system and (2) utility drawers. Provided in each base shall be (1) single gang box with duplex receptacle. Provided in the right hand base shall be a single gang box for TV outlet. Mount on the top of the cabinet shall be (2) open cases, each to measure 35" wide x 48" tall x 16" deep with (3) adjustable wood shelves. In front of counter mounted cases shall be an aluminum frame (4)-track sliding white board cabinet assembly with chalk tray. Each track shall contain (1) 36" x

48" sliding white board. Mounted above the white board shall be a track with (1) flag holder and (4) map clips.

**PROPOSAL FORM**

**BID #2-14-32**

**Modular Tech Lab & Tech/STEM Lab Furniture – Stanton Middle School & Conrad  
School of Science  
Red Clay Consolidated School District**

STANTON MIDDLE SCHOOL – UNIT COST

Item #	Manufacturer	Price
EL-01, VLWB546436 – Four Student Workbench with 2 Vises	_____	\$ _____
EL-02, OWB546430 – Four-Student Workbench with 2 Vises	_____	\$ _____
EL-03, HW422384 – 42” Wide Tall Storage Cabinet	_____	\$ _____
EL-04, HW472384-TS – 47” Wide Tool Storage Cabinet <u>with</u> specified tools	_____	\$ _____
EL-05, HW472384 – 47” Wide Tall Storage Cabinet	_____	\$ _____
EL-06, WWB962432 – 8’ Wood Wall Bench	_____	\$ _____
EL-07, 577004 – Bench Top Belt Disc Sander	_____	\$ _____
EL-08, 707200 – Bench Top Band Saw	_____	\$ _____
EL-09, 707300 – Bench Top Drill Press	_____	\$ _____

**PROPOSAL FORM**

**BID #2-14-32**

**Modular Tech Lab & Tech/STEM Lab Furniture – Stanton Middle School & Conrad School of Science  
Red Clay Consolidated School District**

Item #	Manufacturer	Price
EL-10, M22-V22 – Scroll Saw w/ Stand	<hr/>	\$ _____
EL-11, 2DK182130 – 18” Wide Two File Drawer Cabinet	<hr/>	\$ _____
EL-12, DK182130 – 18” Wide One File Two Box Drawer Cabinet	<hr/>	\$ _____
EL-13, TD969030 – Teacher Workstation	<hr/>	\$ _____
EL-14, IWPD18AU/B – Teacher Chair	<hr/>	\$ _____
EL-15, IWPD18 – Student Chair	<hr/>	\$ _____
EL-16, #30 – Student Stool	<hr/>	\$ _____
EL-17, CS-535-24 – 24” x 36” 5 Tier Open Shelving	<hr/>	\$ _____
EL-18, Existing 24” x 72” Computer Station	<hr/>	\$ _____
EL-19, #24 – Student Stool	<hr/>	\$ _____

**PROPOSAL FORM**

**BID #2-14-32**

**Modular Tech Lab & Tech/STEM Lab Furniture – Stanton Middle School & Conrad School of Science  
Red Clay Consolidated School District**

Item #	Manufacturer	Price
EL-20, 708659-K – Dust Collector	_____	\$ _____
EL-21, CT36 – Vacuum w/ Accessories	_____	\$ _____

**CONRAD SCHOOL OF SCIENCE – UNIT COST**

Item #	Manufacturer	Price
TS-01, HW352384 – 36” Wide Tall Storage Cabinet	_____	\$ _____
TS-02, HW422384 – 42” Wide Tall Storage Cabinet	_____	\$ _____
TS-03, TWS5448R – Teacher Workstation	_____	\$ _____
TS-04, BC3030 – Bookcase	_____	\$ _____
TS-05, I3072-CP – 30” x 72” Two Student Workstation	_____	\$ _____
TS-06, OWB426036 – 42” x 60” x 36” Student Workbench	_____	\$ _____
TS-07, CS3048 – 30” x 48” Two Student Computer Station	_____	\$ _____
TS-08, WWB722432 – 24” x 72” x 32” Workbench	_____	\$ _____

**PROPOSAL FORM**

**BID #2-14-32**

**Modular Tech Lab & Tech/STEM Lab Furniture – Stanton Middle School & Conrad  
School of Science  
Red Clay Consolidated School District**

Item #	Manufacturer	Price
TS-09, CS-547-18 – 18” x 48” 5 Tier Adjustable Steel Shelving	_____	\$ _____
TS-10, #30 – Student Stool	_____	\$ _____
TS-11, IWPD18 – Student Computer Chair	_____	\$ _____
TS-12, IWPD18AU/B – Teacher Chair	_____	\$ _____
TS-13, CS-548-24 – 24” x 48” 5 Tier Adjustable Steel Shelving	_____	\$ _____
TS-14, CS-542-24 – 24” x 42” 5 Tier Adjustable Steel Shelving	_____	\$ _____
TS-15, CS-536-24 – 24” x 36” 5 Tier Adjustable Steel Shelving	_____	\$ _____
TS-16, 700-S-636 – 36” x 60” Steel Top Worktable	_____	\$ _____
TS-17, SWU722484 – Sliding Whiteboard Unit	_____	\$ _____

**PROPOSAL FORM**

**BID #2-14-32**

**Modular Tech Lab & Tech/STEM Lab Furniture – Stanton Middle School & Conrad  
School of Science  
Red Clay Consolidated School District**

**Final Bid Price Summary Page**

**TOTAL PRICE FOR STANTON MIDDLE \$ \_\_\_\_\_**

**TOTAL PRICE FOR CONRAD SCHOOL OF SCIENCE \$ \_\_\_\_\_**

**TOTAL BID PACKAGE PRICE (STANTON & CONRAD) \$ \_\_\_\_\_**

**Submitted By Company: \_\_\_\_\_**

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

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

**PROPOSAL FORM**

**BID #2-14-32**  
**Modular Tech Lab & Tech/STEM Lab Furniture – Stanton Middle School & Conrad School of Science**  
**Red Clay Consolidated School District**

The above costs are submitted in accordance with the General Instructions to bidders, and the Specifications. Any exceptions to these are to be listed below; otherwise, I agree to complete the contract as per the General Instructions and Specifications:

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NAME OF COMPANY SUBMITTING PROPOSAL

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ADDRESS

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THE UNDERSIGNED BIDDER CERTIFIES THAT NEITHER HE NOR ANY REPRESENTATIVE OF HIS COMPANY HAS, EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL.

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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DATE

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NAME OF REPRESENTATIVE (PRINT)

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FEDERAL E.I. NUMBER

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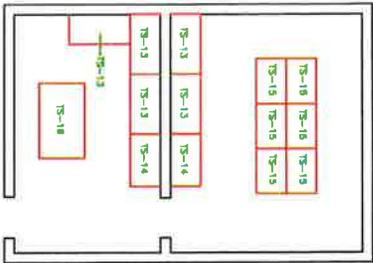
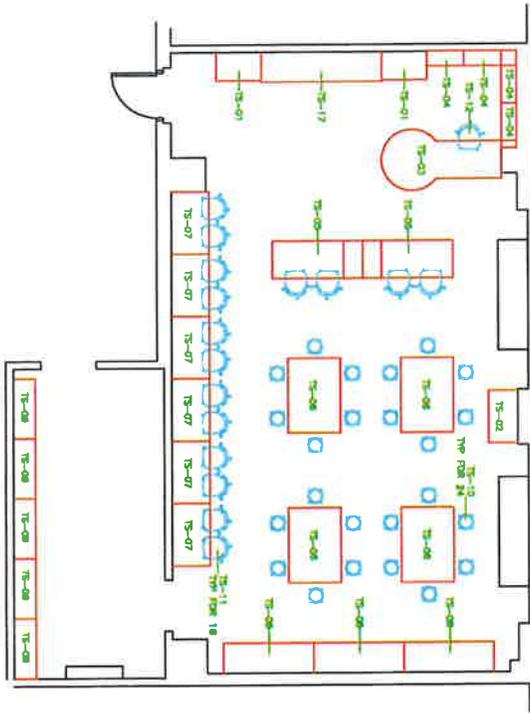
TELEPHONE NUMBER (TOLL FREE IF AVAILABLE)

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FAX NUMBER

**BID OPENING: February 5, 2014 at 2:00 PM**

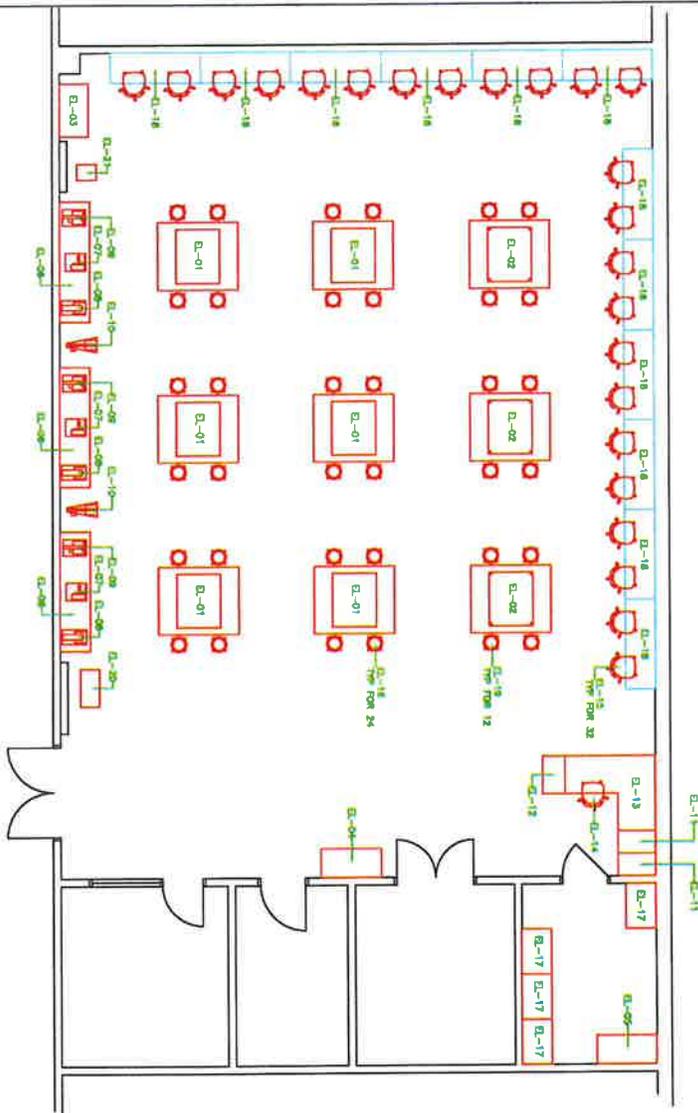
**PROPOSALS NOT RECEIVED BY THIS TIME SHALL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.**



**TECH/STEM LABORATORY  
FURNITURE & EQUIPMENT LEGEND**

NO.	DESCRIPTION	MODEL NO.	NOTES
TS-01	36" HIGT TALL STORAGE CABINET	HEX3630	LP
TS-02	48" HIGT TALL STORAGE CABINET	HEX4830	LP
TS-03	TEACHER WORKSTATION	TRK3648	IC
TS-04	36" HIGT BOONDORE	BO3630	IC
TS-05	36" X 72" TWO STUDENT WORKSTATION	LD72-C	IC
TS-06	48" X 60" X 36" STUDENT WORKSTATION	OS3648	IC
TS-07	36" X 48" TWO STUDENT COMPUTER STATION	CS3648	IC
TS-08	36" X 72" X 36" WOOD WALL BOON B/220202330	WB72362	LP
TS-09	18" X 48" X 36" ALUMINUM STEEL SHELVING	CS-548-18	PAINT
TS-10	STUDENT STOOL	FS0	TRIM/PAINT
TS-11	STUDENT COMPUTER CHAIR	MP018	IC
TS-12	TEACHER CHAIR	MP018U/V	IC
TS-13	36" X 48" X 5 TIER ALUMINUM STEEL SHELVING	CS-548-36	PAINT
TS-14	36" X 48" X 3 TIER ALUMINUM STEEL SHELVING	CS-548-36	PAINT
TS-15	36" X 36" X 3 TIER ALUMINUM STEEL SHELVING	CS-536-36	PAINT
TS-16	36" X 60" STEEL WORKTABLE	700-S-60	PAINT
TS-17	SLIPPER MATS/STAIRS MAT	SM172404	LP

JOB NAME: CONRAD SCHOOL OF SCIENCE  
SECTION: ROOM 136 TECH/STEM LABORATORY



ENGINEERING/PLTW LABORATORY  
FURNITURE & EQUIPMENT LEGEND

REQ #	DESCRIPTION	MODEL NO.	REMARKS
B-01	DESK/STOOL	484244430	LEONARD PETERSON
B-02	48" X 64" DIMENSION W/LOCK & SHELF	484244430	LEONARD PETERSON
B-03	48" X 64" DIMENSION W/LOCK & SHELF	484244430	LEONARD PETERSON
B-04	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-05	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-06	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-07	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-08	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-09	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-10	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-11	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-12	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-13	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-14	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-15	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-16	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-17	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-18	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-19	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-20	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON
B-21	48" X 64" TALL STORAGE CABINET	484244430	LEONARD PETERSON

JOB NAME: STANTON MIDDLE SCHOOL  
SECTION: MODULAR TECH LABORATORY