

Platte County R-3 School District

FURNITURE & EQUIPMENT
FOR
New Barry Elementary School AKA Pathfinder

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PLATTE COUNTY R-3 SCHOOL DISTRICT

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED AT:

PLATTE COUNTY R-3 SCHOOL DISTRICT
1495 BRANCH STREET
PLATTE CITY, MO 64079
ATTN: DR. MIKE REIK

BIDS ARE DUE ON **FRIDAY SEPTEMBER 5, 2008** AT 10:00 AM, PREVAILING TIME, AT WHICH TIME BIDS WILL BE OPENED AT THE ABOVE STATED ADDRESS IN THE DISTRICT OFFICE FOR THE FOLLOWING:

FURNITURE AND EQUIPMENT FOR NEW BARRY ELEMENTARY SCHOOL AKA PATHFINDER ELEMENTARY SCHOOL.

The Platte County R-3 School District will purchase all of the furnishings listed in the bid specifications. The winning bidder(s) will then be responsible for delivering and installing all required merchandise prior to the opening of the new NEW BARRY ELEMENTARY SCHOOL AKA PATHFINDER, currently scheduled for **October 31, 2008**. All bid prices shown must include any freight, delivery, installation, and/or training charges associated with the products listed in the bid specifications.

Prospective vendors are cautioned to be careful in reading the bid specifications for each item, some of which are very specific in their material requirements. Vendors are allowed to submit alternate items for consideration so long as the minimum bid specifications for each respective item are met.

All bids should be mailed or delivered to the Platte County R-3 Schools Board of Education Building. Bids received after that date and time will not be considered and returned unopened to the vendor.

INQUIRIES ON THE ATTACHED SPECIFICATIONS SHOULD BE DIRECTED TO THE ABOVE ADDRESS, ATTENTION: Dr. Mike Reik, Assistant Superintendent 816-858-5420.

THE PLATTE COUNTY R-3 SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PART THEREOF, WAIVE ANY INFORMALITY IN ANY BID, TO ELIMINATE OR REDUCE ITEMS OR QUANTITIES, AND EXERCISE ITS JUDGMENT AS TO THE COMPARATIVE MERIT OF THE PRODUCTS AND/OR SERVICES OFFERED.

**PLATTE COUNTY R-3 SCHOOL DISTRICT
1495 Branch Street
PLATTE CITY, MISSOURI 64079**

BID NAME: Furniture and Equipment for NEW BARRY
ELEMENTARY SCHOOL

PRE-BID CONFERENCE: Not Mandatory - Tours of the school can be scheduled
upon request.

BID OPENING DATE: Friday, September 5, 2008

BID OPENING TIME: 10:00 AM

BID OPENING LOCATION: DISTRICT BOARD OF EDUCATION BUILDING
1495 Branch Street
Platte City, MO 64079

CERTIFICATION OF SIGNATURE

THIS IS TO CERTIFY THAT THE PERSON SIGNING AND/OR SUBMITTING THE
ATTACHED BID TO THE PLATTE COUNTY R-3 SCHOOL DISTRICT EDUCATION CENTER
FOR:

COMPANY NAME _____

IS AN OWNER/OFFICER AND THAT HE/SHE IS FULLY AUTHORIZED TO SUBMIT SUCH
BID ON BEHALF OF THE COMPANY.

PRINTED NAME _____

SIGNATURE _____

DATE _____

TITLE _____

ADDRESS _____

TELEPHONE _____ **FAX #** _____

PLATTE COUNTY R-3 SCHOOL DISTRICT
GENERAL BID CONDITIONS & INSTRUCTIONS FOR BIDDERS

1. Bids/proposals for the furnishing and installation of items or services as set forth in the enclosed specifications will be received at the following address:

Platte County R-3 School District
1495 Branch Street
Platte City, MO 64079
Attn: Dr. Mike Reik

2. Bids are requested to provide and install furniture & equipment at NEW BARRY ELEMENTARY SCHOOL in compliance with the specifications included herein.
3. Bidders will submit the bid/form of proposal in a sealed envelope very clearly marked with the name of the bid (FURNITURE AND EQUIPMENT FOR NEW DISTRICT EDUCATION CENTER). If a bid is delivered via common carrier, the bid name also MUST appear on the OUTSIDE ENVELOPE.
4. All bid/proposal correspondence, pricing, etc. must be typewritten or hand written in ink. ALL BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORMS PROVIDED IN THIS PACKAGE. Failure to do so will constitute a NO BID.
5. Each bid shall be accompanied by a bid security in an amount equal to ten percent (10%) of the base bid amount in the form of a bid bond.
6. All bids must be accompanied by a history of the bidding firm and (3) customer references (include Name and Phone Number of contact person or persons) to help indicate the bidder's fitness as an acceptable source for this Furniture & Equipment and their ability to provide service for any awarded items.
7. Bidder must be available to respond to the Platte County R-3 School District's Request for Service, by physically being at the Installation Site, within 24 hours of the request. Successful Bidder MUST have Internal Project Management Team to oversee the process from Order Entry to Delivery and Replacements due to Freight damage. Weekly punch lists & daily product delivery schedules must be faxed to the district before, during & after the installation window to the satisfaction of the district.
8. The Awards may be made on UNIT, GROUP, OR TOTAL BID BASIS; whichever is more advantageous to the Platte County R-3 School District. Bidders are required to bid on each item separately. The Platte County R-3 School District has the right to entertain offers based on Total Award.

9. Awarded products shall be shipped for inside delivery and coordinated with the School District between October 27th – 31st, 2008. **All items are to be installed** and shall include placing all furniture in specified locations from Project Management Binder, assembly of furniture, and removal of all cartons and wrapping materials off site. All of this is to be done to the complete satisfaction of the District.
10. No charge of containers, packing, drayage, or any other purpose will be allowed over and above the prices bid.
11. Bids/proposals will remain in effect for a period of not less than **30 days** from the date of opening. No bidder may withdraw his/her bid for a period of **30 days** after the date set for the opening thereof.
12. Changes in the brand specified for quality level purposes and/or specifications presented in the bid package shall be made by written notice of change and will be mailed to Vendors holding Contract Documents. All changes will become part of the Purchase Order Contract by this reference, and all Bidders shall be bound by such change, whether or not it was received by the Bidder.
13. Should a Bidder find discrepancies, errors, or omissions in the Documents, the Bidder shall notify the Platte County R-3 School District no later than five (5) business days prior to the date of the Bid Opening.
14. The parties to any ensuring purchase order contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, strike, loss or shortage of transportation, facilities, lockout, power failure or reduction, commandeering of materials, products, plants, or facilities by the government, provided that: Satisfactory evidence thereof is presented to the Platte County R-3 School District, and provided that it is satisfactorily established that the non-performance was not due to the fault or negligence of the party not performing. The scheduled completion date stipulated in the purchase order contract shall be adjusted by a period of time equal to such time lost because of the stated condition.
15. All Bid Proposal Forms and all related data that are to be included in your bid are included with this package as received. It is the Bidders responsibility to obtain and verify all information required to Bid, prior to submission of your bid. To claim you did not know or did not understand is unacceptable. No objections with regard to the application, meaning, or interpretation of these specifications will be considered after the closing date of subject Bid.
16. The Board of Directors of the Platte County R-3 School District (referenced throughout these instructions as the “DISTRICT”) **reserves the right to waive any informalities or irregularities in the bids to the extent as allowed by law, and also reserves the right to reject any and all bids or any part thereof, reduce or increase items and/or quantities, and to exercise judgment as to the comparative merits of the products or services offered.** Prices will be subject to renegotiation in the event of being less than specified.

17. No rights shall accrue to any person submitting a bid or proposal until such bid has been accepted, and a contract awarded, and such contract completely executed in writing by both parties.
18. The successful bidder(s) shall be furnished a purchase order with the District's billing instructions. If multiple purchase orders are issued, the total of all purchase orders shall equal the bid total.
19. The District will pay 90% of invoiced amount upon Delivery of 100% of the furniture and equipment. The District reserves the right to withhold 10% of the invoiced amount until a "Punch List", provided by the successful Bidder, has been completed and signed off by the Platte County R-3 School District (i.e.: Protection against Freight Claims etc.).
20. The successful bidder shall not assign, transfer, or sublet the ensuing contract, or any portion thereof, to others without written consent of the District. Any intention or desire to assign, transfer, or sublet must be stated in the bid as supplementary information, along with particulars as to the arrangement contemplated.
21. The successful bidder may be required to provide the District with a certificate of insurance naming Platte County R-3 School District additionally insured. The company's policy must provide for liability insurance not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
22. The winning bidder(s) shall be responsible for the filing of all Freight Damage related claims. The District shall have up to 30 days, after delivery of Awarded Products by the freight carrier, in which to notify the Vendor of said damage. All Freight Damage is the sole responsibility of the Vendor and the Platte County R-3 School District is to be exempt from any replacement costs and/or Paperwork due to said Freight Damage.
23. The bidder agrees, if awarded the contract, to furnish and install the specified item(s) at such time, at such place(s), and in such quantities as specified, and that all of the items shall be subject to the inspection and approval of the District and/or its designee. In the event that any item(s) is rejected as unsuitable or not in conformity with the specifications, items of proper quality, as set forth in the specifications, shall be furnished in place thereof at the expense of the successful bidder.
24. The District provides a smoke-free environment for its staff, students and the general public. NO SMOKING is permitted in any building or on the grounds of any District building.
25. In the event the successful bidder neglects or refuses to furnish and install the item(s)/service(s) or any part thereof as provided in the specifications, or to replace any which are rejected as stated in the preceding paragraphs, the District is authorized and empowered to purchase such item(s)/service(s) from others in such quantities and in such a manner as it shall select, at the expense of the successful bidder, or to cancel the successful bidder's contract, reserving to itself never the less, all rights for any damages which may be incurred by the District.

26. All bids/proposals shall be itemized, priced, totaled and summarized per the format as stipulated or provided with these instructions. Such format will be adhered to strictly or the bid/proposal may be rejected.
27. Changes, alterations, or use of any preprinted or formatted bid will not be accepted. Any clarifications, comments, or elaboration may be submitted as an attachment (supplement) to the bid/proposal and must be identified clearly as to content and intent.
28. Various materials and products may be specified by brand, trade name or description to establish a standard of quality and of cost for bid purposes. It is not intended to limit the acceptance to any one material or product, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality is not acceptable. Where proprietary names are used, whether or not followed by the words “or approved equal”, substitutions will be permitted, however they will be subject to approval by the District or its designee.
29. **If any items bid are other than “As Specified,” the Vendor MUST:** (1) Provide, if requested, a sample of the alternate item bid to the School District for approval at least five (5) days prior to the bid opening date; (2) Include literature with a picture and specifications of the alternate product in the bid packet; (3) Include non-equivalent pricing on line noted as “Non Specified Alternate” for easy analysis by School District personnel; (4) Specify on the bid form where there is an exception to the specified item. **Failure to do any of the above will constitute a No Bid item.**
30. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal,” the unsuccessful bidder agrees, at his own cost and expense, to defend such claim or claims and agrees to hold the Platte County R-3 School District free and harmless from any loss or damage arising out of this transaction.
31. In the event that there is a discrepancy between unit prices and extension, the unit price shall govern.
32. All bids/proposals must be firm prices, unless otherwise specifically provided for in the bid request. Pricing which is not firm, involves any escalation, subsequent adjustment, adder, or other contingency will be rejected as non-responsive.
33. The prices bid shall be net prices and must include all shipping, delivery and installation costs. The District reserves the right to refuse delivery where the shipping charges are not prepaid by the bidder, unless otherwise stipulated in the Instructions to Bidders.
34. Bid priced should NOT include sales tax. The School District is exempt from the payment of Federal Excise Taxes. Any applicable taxes are to be added to the purchase order.
35. The Vendor shall assume the defense of and shall pay, indemnify and save harmless the Platte County R-3 School District, its agents and employees, from all suits, actions, claims, damages, losses and costs of every kind and description to which they or their agents or employees may be subjected by reason of injury, including death, to persons, or damage to

property resulting from our growing out of any act of commission or omission by the Vendor, its agents or employees, or its subcontractors.

Said defense will be applicable in connection with any activity, including any removal, relocation, construction, installation or maintenance work, service or operation being undertaken or performed by or for the Vendor whether on or off the site or any portion thereof, whether such suits, actions, claims, damages, or its agents and employees, or by other persons, corporations or legal entities to whom the district or its agents and employees, may be liable.

36. Any questions regarding these instructions and bid/proposal shall be directed to the District at: (816)858-5420.
37. The invoice shall be in duplicate and mailed to the following address:

**Platte County R-3 School District
Board of Education Building
1495 Branch Street
Platte City, MO 64079**