

SECTION 12 00 00
INSTRUCTIONS TO FURNITURE BIDDERS

SUMMARY

1.01 DOCUMENT INCLUDES

- A. Invitation
 - 1. Intent is to select a Furniture Vendor or Vendors to furnish and install new furniture and equipment at the New Morse High School and Bath Regional Career & Technical Center.
- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Bidder's Representation
 - 3. Examination
 - 4. Inquiries & Addenda
 - 5. Substitutions
- C. Site Assessment
 - 1. Site Examination
- D. Qualifications
 - 1. Subcontractors
- E. Bid Submission
 - 1. Submission Procedure
- F. Performance Assurance
 - 1. Performance Requirements
 - 2. Selection and Award of Alternatives

INVITATION

2.01 INTENT

- A. Where the term Bidders is used, it shall be understood to mean those persons or organizations, including the Furniture Vendor's own forces where applicable, who submit prices to the Furniture Vendor for Work described in the Contract Documents.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Addenda are written or graphic instruments, issued by the Architect prior to the execution of the Contract. They modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. It shall be the Vendor's responsibility to obtain Addenda by contacting the Architect prior to the bid date. Addenda will become part of the Contract Documents when the Contract is executed. Addenda will not be issued within 48 hours of the bid due date and time.
- B. Base Bid is the sum stated in the Bid for which the Furniture Vendor offers to perform the Work described in the Bidding Documents as the base.
- C. Unit Price is an amount stated in the Bid as a possible price per unit of measurement for materials, equipment, services or a portion of the Work as described in Bidding Document. The choice of using Unit Prices or an alternative method of payment, for additional Work shall be left solely to the Owner's discretion.
- D. Furniture Vendor is a person or entity who submits a Bid to the Owner for procuring materials, equipment and performing the installation labor for the Work.

3.02 BIDDER'S REPRESENTATION

- A. Each Bidder by making his Bid represents that he has read and understands the Bidding Documents, that he agrees that the Bidding Documents are adequate to produce the required results, and that his Bid is in accordance therewith.

1. It is understood that each vendor has reviewed the Basis of Design document(s) from website links provided in the bid documents and has submitted their products to match, as best they can, to the submitted products.
 2. It is understood that the Owner will work with the selected vendor to finalize quantities, colors, and materials from the vendors full range of available colors.
- B. The submission of a Bid will be construed as conclusive evidence that the Bidder has made all necessary investigations and inspections necessary for a complete and proper assessment of the Work required, and that the Bidder has included in his Bid a sum sufficient to cover the cost of all items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a Bidder because of lack of such examination, inspection or knowledge.
- C. Each Bidder by making his Bid represents that he has assessed the conditions of the current marketplace, and verified that an adequate, experienced workforce is available to suitably man the Work of this Project, and complete it in a timely fashion to meet completion dates.
- D. Each Bidder is assumed to have made himself familiar with all Federal, State and Local laws, ordinances and regulations which in any manner affect those engaged in or upon the Work, or in any way affect those engaged or employed in the Work of the materials or equipment used in or upon the Work, or in any way affect the conduct of the Work. All taxes and assessments as levied by Federal, State and Local laws shall be applicable to this Contract.
1. No State Sales Tax will be charged and the Owner will provide TAX ID information upon signing of contracts.

3.03 AVAILABILITY

- A. Bid documents may be obtained by contacting:
Lavallee Brensinger Architects
Attention: Ron Lamarre
(207) 558-7200 ext 206
e-mail: ron.lamarre@lbpa.com
- B. Bid Documents will be available to Bidders on Monday August 10, 2020 at 2pm
- C. Bid documents will be distributed by e-mail in electronic form only.

3.04 EXAMINATION

- A. Each Bidder shall examine the Bidding Documents carefully.
- B. Bidders are encouraged to direct any questions which may arise to the Architect, in order to provide necessary clarifications prior to the commencement of the Work.
- C. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- D. Immediately notify Architect, upon finding ambiguity, discrepancies or omissions in the Bid Documents, or the site and local conditions. Should Bidders fail to notify the Architect of discrepancies or contradictions in the Bidding Documents, it shall be concluded the Bid includes the more expensive and greater quality product.

3.05 INQUIRIES & ADDENDA

- A. Requests for interpretation or correction of any ambiguity, inconsistency or error, which a Bidder may discover therein, shall be submitted to the Architect in writing.
- B. Any interpretation or correction will be issued in writing as an Addendum by the Architect. No Bidder shall rely upon any interpretation or correction given by any other method.
- C. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- D. Verbal communications are not binding on any party.

- E. Clarifications requested by Bidders must be in writing not less than 3 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to entities who have received documents directly from the Architect.

3.06 SUBSTITUTIONS

- A. Each Bidder may present alternative products that meet or exceed the performance, design appearance, durability, finish, color, and construction, of the specified products. Bids shall include product cut sheets, written descriptions, and photos of each proposed substitution(s).
- B. If a Bidder proposes to use a material that, while suitable for the intended use, deviates in any way from the detailed requirements of the Bid Documents, the bidder shall be prepared to present a sample of the product with a swatch of the proposed finish and color within 72 hours of notification that the Owner wishes to review the substitution.
- C. The Architect, in conference with the Owner, shall judge the design and appearance of all proposed substitutes on the basis of their suitability in relation to the overall design concept of the project, as well as for their intrinsic merits.
- D. The Bidder shall be solely responsible for coordinating the procurement, delivery, and installation of accepted substitutions, making such changes as may be required for the Work to be complete in all respects. Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Bidder, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Bidder may examine the Project site before submitting a bid.
Site: 34 Wing Farm parkway Bath ME 04530.
Under no circumstances shall the bidders visit the school, as the school is in operation. Examination shall be for delivery logistics only, with all questions submitted to the Architect.
- B. Bidder shall review the attached Bid Documents:
 - 1. Manual Specifications
 - 2. Furniture and Equipment Distribution Plan Drawings.
 - 4. Audio Visual (AV) specifications
 - 5. Audio Visual (AV) Distribution Plan Drawings.
 - 6. Vinyl Wall Murals specification
 - 7. Vinyl Wall Murals Distribution Plan Drawings
- C. MHEC Contract
 - 1. There are Furniture Items identified within the Distribution Plans that are being purchased by the Owner off the MHEC Contract; which are not part of this Bid and depicted on the plans for reference only.
 - 2. There is Equipment identified within the Distribution Plans that is being provided and installed by the Owner; which is not part of this Bid and depicted on the plans for reference only.

QUALIFICATIONS

5.01 FURNITURE AND EQUIPMENT VENDORS

- A. Each prospective Bidder shall, if requested by the Architect, submit to the Architect performance references, company history, and proof of ability to perform. Each Bidder shall provide at least 3 references for public school projects that have been completed in the last 5 years.

BID SUBMISSION

6.01 SUBMISSION PROCEDURES

- A. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.
- B. Bids signed and dated will be received **by e-mail only** to the following e-mail addresses:
 - Dave Richards: drichards@rsu1.org
 - Ron Lamarre: ron.lamarre@bpa.comor before 2:00 p.m. local standard time on August 25, 2020.
- C. **Bids are due August 25, 2020 at or before 2:00 PM.**
- D. The Bidder shall indicate a lead time from the time of contract execution to delivery for each item. Indication shall be made clear on the bid form.
- E. The Bidder shall complete the Product Summary in Excel Spreadsheet for Pricing within their own Bid Submission. Bids shall clearly define the total cost for each group of items, a unit cost for each item – for both adding items and deleting items – and the Total Bid Amount.
 - 1. Owner reserves the right to award bids by Section listed in the Product Summary Spreadsheet.
 - 2. No State Sales Tax will be charged and the Owner will provide TAX ID information upon signing of contracts.
- F. The Bidder acknowledges the right of the Owner to reject any or all Bids and to waive any informality or irregularity in any Bid received, or to accept any Bid. In addition, the bidder recognizes the right of the Owner to reject a Bid if the Bidder failed to submit the data required by the Bidding Documents, or if the Bid is in any way incomplete or irregular.
- G. All bids shall remain open to acceptance and shall be irrevocable for sixty (60) days after the bid submission date. The Owner intends to rely upon unit prices for additional items during the Project. The Owner may purchase additional items within 60-days after the Project is completed; and bidders are required to provide pricing adjustments, if any, for items purchased after Project Completion.
- F. Bidders shall include the standard Product Warrantees with the Bids. Successful Bidder(s) shall be responsible for warranting labor for a minimum of one (1) year or the period of time in the manufacturer's warranty; whichever is longer.

PERFORMANCE ASSURANCE

7.01 PERFORMANCE REQUIREMENTS

- A. Bidder shall procure and deliver all products to the site and be on-site to receive any and all deliveries
- B. Bidder shall provide a project manager to address all items and requirements of the project, ordering, delivery, set-up, and clean up of the project site as it relates to the furniture delivery.
- C. Bidder shall submit product literature for each product and installation diagrams for each installed item, if fastened or attached to the floor or walls. Submissions are required to be reviewed and accepted by the Architect prior to any ordering or manufacturing taking place. Submittal process includes providing furniture samples, color samples, and final bid negotiation of quantities and products to be provided.

- D. Bidder shall deliver all items on or after January 04, 2021.
- E. Bidder shall install all items on or before February 01, 2021.
- F. Bidder shall **NOT DELIVER** any materials before January 04, 2021.
- G. Bidder shall report any damage made to any wall, floor, door, or other interior or exterior surface during delivery or set-up / installation. The areas receiving furniture is new construction.
- H. Bidder shall coordinate the delivery dates and times with the Owner, Architect, and Clerk of the Works within 3 days of signing the contract.
- I. Bidder shall remove from the site all debris from furniture and associated packaging and installation, and leave the area(s) as clean as they found it.
- J. Bidder shall cooperate with Owner, General Contractor, Site Contractor, Clerk of the Works, and Architect to expedite the work while refraining from interrupting the work of others or school operations.
- K. Bidder shall fasten all items required to be secured in a concealed manner; subject to review and approval by the Architect. The intent is that all fasteners are hidden from view and tamper-proof.
- L. Within 15 days after award of the contract, successful bidder shall provide delivery dates for review by the Architect and Owner. This submission includes a schedule for the final sample review(s), submittal, ordering, lead times, delivering, and installation dates of all products.

7.02 SUPPLEMENTARY CONDITIONS

- A. Insurance Certificate must be submitted showing the following limits of liability:
 - 1. Workers Compensation: Statutory requirements and benefits
 - a. Coverage A – Statutory Requirements
 - b. Coverage B - \$1,000,000 per occurrence
 - c. Coverage C - \$100,000 / \$100,000 Accident and/or Disease All State Endorsement
 - 2. Employers Liability: \$500,000 per accident
 - 3. Commercial General Liability: \$1,000,000 combined single limit. RSU 1 shall be named as an additional insured with respect to the services rendered. This coverage is to include Premise / Operations Liability, Independent Contractor's Liability, Owner's and Contractor's Liability, and Personal Injury Liability.
 - 4. Automobile Liability: Include Owned, Non-owned, and Hired Vehicle Coverage
 - a. Property Damage Each Occurrence \$500,000
 - b. Bodily Injury Each Person \$500,000
 - Each Occurrence \$500,000
 - 5. Policies shall remain in affect through Project Completion, and as required by Law. Policies shall name as insured the Contractor(s) and Owner.
- C. Bidders shall agree to deliver samples of furniture items, within 14 days of the Bid, for final review and selection by the Owner; if required.
- D. Bidders agree to meet with the Owner after receipt of the bids to negotiate final contract items and quantities prior to executing Agreements.

END OF INSTRUCTIONS TO BIDDERS