

**CENTRAL COMMUNITY SCHOOL SYSTEM
10510 Joor Road, Suite 300
Baton Rouge, LA 70818**

Invitation for Bids

Bid Name/Number: Purchase of New Modular Buildings
Bids Opened: November 29, 2017 at 10:00 A.M. CST

1. INSTRUCTIONS FOR VENDORS SUBMITTING A BID

- 1.1 The Central Community School System will open all timely submitted sealed proposals at its office located at 10510 Joor Road, Suite 300, Baton Rouge, Louisiana 70818 on November 29, 2017 at 10:00 A.M. CST, in response to the Invitation for Bids. All bids will be publicly opened and the company's name making the bid will be read aloud.
- 1.2 To ensure consideration of your bid, all bid packages and addenda should be either (1) returned in an envelope or package clearly marked with the Bid Name, bid opening date and bid number to the address identified in Section 1.1 above, or (2) submitted electronically at www.centralbidding.com. DO NOT FAX OR EMAIL YOUR BID.
- 1.3 All bid prices must be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by authorized personnel of the company making the bid.
- 1.4 All paper bids shall be manually signed in ink.
- 1.5 Bids submitted are subject to the provisions of the laws of the State of Louisiana including, but not limited to, La. R.S. 38:2212.1; the Standard Terms and Conditions, and the Specifications listed in this solicitation, all of which form the bid documents.

2. STANDARD TERMS AND CONDITIONS

2.1 Bid Form

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, the bid package and bid forms provided, properly signed. Bids submitted in the following manner will not be accepted:

- A. Bid Instructions and bid forms contain no signature indicating intent to be bound;
- B. Bid filled out in pencil;
- C. Bid not submitted on School System's forms;
- D. Telegraphic, email, or facsimile proposals.

2.2 Receipt of Bids

All bids must be received by the School System as specified in this Invitation prior to bid opening time, 10:00 A.M., Central Standard Time, in order to be considered. Any bid received after the bid opening time will be returned unopened.

2.3 Standards of Quality

Any product shall conform to all applicable federal and state laws and regulations and the specifications contained in this solicitation. Unless otherwise specified in this solicitation, any manufacturer's name, trademark, brand name or catalog number used in the specifications is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Vendors making a bid must specify the brand and model number of the product offered in their bid. Proposals not specifying brand and model number shall be considered as offering the exact products specified in the solicitation. Objections to the specifications or bid conditions must be filed in writing and received by the Purchasing Department at least five (5) calendar days prior to the date of the bid opening.

2.4 Descriptive Information

Vendors making a bid that offers an equivalent brand or model must submit, with the bid documents, such

illustrations, descriptive literature, technical data, etc. sufficient for the School System's Purchasing Department to evaluate quality, suitability, and compliance with the specifications in the Invitation. Failure to submit descriptive information may cause the bid to be rejected. Any change made to the manufacturer's public specifications submitted for a product shall be verifiable by the manufacturer. If item(s) offered do not fully comply with the specifications (including brand and/or product number), vendors making a bid must state in what respect the item(s) deviate. Failure to note exceptions in the bid documents will not relieve the successful vendor(s) from supplying the actual products requested.

2.5 Bid Opening

Vendors making a bid may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within forty-eight (48) hours after the bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Department of the School System during normal working hours. Vendors submitting a response to the solicitation, whether successful or unsuccessful, will be provided a copy of the tabulated results.

2.6 Withdrawal of Bids

A vendor making a bid may only withdraw its bid within forty-eight (48) hours after bid opening, excluding Saturdays, Sundays, and legal holidays, for good cause as provided in La. R.S. 38:2214(C) for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.

2.7 Awards

The Central Community School System reserves the right to award the items separately, grouped or on an all-or-none basis and to reject any or all of the bids and waive any informalities. The purchase order and/or contract mailed or delivered to the successful vendor is the official authorization to deliver the materials, supplies, or equipment.

2.8 Prices

Unless otherwise specified by the Central Community School System in the Invitation, bid prices must be complete, including transportation prepaid by vendor making the offer to destination and firm for acceptance for a minimum of forty-five (45) days after bid opening. If accepted, prices must be firm for the contractual period. Bids other than Platform Delivery F.O.B. Destination may be rejected. Prices are to be proposed on unit of measure requested, per roll, per reel, per carton, per gallon, etc., as specified in the Invitation.

2.9 Deliveries

Bids may be rejected if the delivery time indicated is longer than that specified in the Invitation. Platform Delivery F.O.B. Destination means the successful vendor shall deliver and unload purchased items to the dock of the designated point of receipt. All cartage, drayage, packaging, handling, palletizing, etc. shall be included in the bid price. Vendors shall include a copy of the invoice as a packaging list with each shipment.

2.10 Taxes

Vendor is responsible for including all applicable taxes in its bid price. The Central Community School System is exempt from all state and local sales and use taxes.

2.11 New Products

Unless specifically called for in the Invitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No re-manufactured, demonstrated, used, or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the Invitation.

2.12 Contract Cancellation

The Central Community School System has the right to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to the following:

- (A) Failure to deliver within the time specified in the contract/purchase order;
- (B) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition;
- (C) Misrepresentation by the vendor;
- (D) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the Central Community School System;
- (E) Conflict of contract provisions with constitutional or statutory provisions of state or federal law;
- (F) Any other breach of the contract.

2.13 Default of Vendor

Failure to deliver within the time specified in this solicitation will constitute a default and may cause cancellation of the contract. When the Central Community School System has determined that the vendor is in default, the School System reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the vendor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting vendor will be considered.

2.14 Order of Priority

In the event that there is a conflict between the Instructions for Vendors submitting bids, the Special Terms and Conditions, or the Specifications, the Specifications shall govern, followed by the Special Terms and Conditions.

2.15 Applicable Law

All contracts shall be governed and construed in accordance with the laws of the State of Louisiana.

2.16 Civil Rights

By submitting and signing this bid, bidder agrees to abide by the requirements of the following, as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975; and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

2.17 Indemnity

Vendor agrees, upon receipt of written notice of a claim or action, to defend the claim or action or to take other appropriate measures to indemnify, and hold harmless, the Central Community School System, and its members, its officers, its agents, and its employees from and against all claims and actions for bodily injury, death, or property damages caused by the fault of the vendor, its officers, its agent, or its employees. Vendor is obligated to indemnify only to the extent of the fault of the vendor, its officers, its agents, or its employees. However, vendor shall have no obligation as set forth above with respect to any claim or action for bodily injury, death or property damages arising out of the fault of the Central Community School System, its members, its officers, its agents or its employees.

3. SPECIAL TERMS AND CONDITIONS

3.1 Invoices

Invoices shall be submitted by the vendor to **Central Community School System, Attn: Jan Moreland, 10510 Joor Road, Suite 300, Baton Rouge, Louisiana 70818**. The invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price, and deliver point. A separate invoice for each order delivered and accepted shall be submitted by the vendor in duplicate directly to the Purchasing Department. Invoices shall show the amount of any cash discount and shall be submitted on the vendor's own invoice form.

- 3.2 **Payment**
Payment will be made on the basis of the unit prices as listed in the contract. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities. Unless otherwise specified, payment will be made within thirty (30) days after receipt of the invoice, delivery, and authorized inspection and acceptance, whichever occurs last.
- 3.3 **Discounts**
Discounts offered for prompt payment will be accepted and taken into consideration in determining the lowest bid. However, discounts of less than thirty (30) days shall not be considered in making an award. Beginning date of discount shall be determined by the date of the invoice, delivery of merchandise, or acceptance, whichever occurs last.
- 3.4 **Preference**
In accordance with La. R.S. 38:2251, a preference not to exceed ten percent (10%) may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.
- 3.5 **Contractual Period**
Without waiving or altering any warranties required by the Bid Documents, the contract term shall end upon delivery and proper installation of all receivables.
- 3.6 **Quantities**
For an open-ended requirements contract, quantities shown are based on the previous contract usage or estimates. When usage is not available, a quantity of one (1) indicates a lack of history on the item. The successful vendor must supply, at proposal prices, actual requirements as ordered whether the total of such requirements is more or less than the quantity shown.
- 3.7 **Non-Exclusivity Clause**
This agreement is non-exclusive and shall not in any way preclude the Central Community School System from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources including state contracts.
- 3.8 **Determination of Award**
A contract will be awarded to the vendor who has provided a responsive and responsible proposal at the most favorable price.
- 3.9 **Cancellation**
The Central Community School System reserves the right to cancel any contract upon thirty (30) days written notice.
- 3.10 **Price Reductions**
Whenever there is a reduction in price that is lower than the contract price offered to similarly situated customers contracting for the same period and under similar terms and conditions, the reduction must be presented to the Purchasing Department.
- 3.11 **Deliveries**
- 3.11.1 Vendor shall maintain an adequate supply of items to meet the specified delivery dates. Vendors are cautioned to carefully consider the delivery time indicated for each item, as vendor will be required to adhere to that delivery time.
- 3.11.2 Deliveries will be made to various locations in Central, Louisiana. Delivery location will be specified on each purchase order issued.
- 3.12 **Excluded Parties**
For those bids issued by the Central Community School System representing items to be purchased using federal funding, accepting and signing this Bid Form certifies that the company submitting a bid and the names of its officers, directors, and any and all employees of the company do not appear on the EPLS.

EPLS is the electronic version of the Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs (Lists), which identifies those parties excluded throughout the United States Government (unless otherwise noted) from receiving federal contracts or certain subcontracts and from certain types of federal financial and non-financial assistance and benefits. Companies may view the current list at <http://epls.arnet.gov>.

3.13 Updated Product Information

Successful vendor(s) shall provide updated/corrected item information in order to assist the Central Community School System in keeping accurate, up-to-date files. This information shall include, but shall not be limited to, descriptions, manufacturer(s), manufacturer's catalog number, availability, etc. This will ensure that the latest and most accurate information is available and used for future quotes, bids, etc.

4. **SPECIFIC INSTRUCTIONS** (Items marked by "x's" apply)

1. Award

- 1.1. _____ Items are awarded individually.
- 1.2. _____ Items are awarded by group.
- 1.3. _____ All items are awarded as all or none.
- 1.4. _____ The contract period is ___ months
- 1.5. This is a one time purchase.
- 1.6. _____ Other:

2. Delivery Requirements:

- 2.1. _____ Deliver in hours after contact.
- 2.2. _____ Deliver in days after receipt of purchase order.
- 2.3. _____ Deliver in weeks after receipt of purchase order.
- 2.4. _____ Service response time in hours after contact.
- 2.5. _____ Turn around time for service or repair.
- 2.6. Assembly required.
- 2.7. Installation/set in place required.
- 2.8. _____ Debris and packing material are to be removed from site.
- 2.9. Other: Deliveries shall be made in accordance with the attached Specifications

3. Other Instructions:

- 3.1. _____ Vendor submitting a bid must be in the business covered herein, either wholesale or retail.
- 3.2. _____ Vendor submitting a bid must be a factory authorized agent for the manufacturer of the equipment quoted.
- 3.3. _____ Vendor submitting a bid shall employ a local staff of full time service technicians.
- 3.4. _____ Vendor submitting a bid must have a local stocking warehouse for "will call" pickups.
- 3.5. _____ Other:

4. CCSS Point of Contact

All inquiries should be directed to the Central Community School System Purchasing Agent, Jan Moreland, preferably by email at purchasing@centralcss.org. Telephone inquiries can be made to Ms. Moreland at (225) 906-4158.