

**MURRAY COUNTY BOARD OF EDUCATION  
P.O. Box 40  
Chatsworth, Georgia 30705**

**GENERAL TERMS AND CONDITIONS  
FOR COMPETATIVE BIDS**

1. This shall be competitive bid number NES2022GMS.
2. Bids shall be bid on the form furnished with this invitation to bid. Bids shall be submitted in a sealed envelope marked on the outside with the bid number. Bids shall be submitted on the bid sheet that is provided in the bid documents. Bids not submitted on the bid sheet will be subject to disqualification. The envelope shall be mailed to the **Murray County Board Education, Attention: Mike Pritchett, Director of Operations, P.O.Box 40, Chatsworth, GA 30705**. Bidders shall have the right to hand deliver the bids prior to the time due by delivering the bids to the **Central Office of the Murray County Board of Education 1006 Green Road Chatsworth Georgia**.
3. Bids must be received by March 10<sup>th</sup> 2022 at 10:00 a.m. est. Bids not received by the designated date and time will be considered late. The Murray County Board of Education will *not* consider any late bids. Late bids will be returned to the vendor unopened. Bidders are advised to consider the slow and sometimes delayed delivery of mail. Please mail the bid allowing ample time for delivery prior to the due date. The Murray County Board of Education assumes no responsibility for mistakes in delivery. Bids will be opened at 10:30 am on March 8, 2022
4. Bidders shall state the total price, for each item in the spaces provided in the bid form. Bidders are required to provide all other information requested in the bid.
5. ALL PRICES TO INCLUDE ANY DELIVERY CHARGES AND INSTALLATION FEES. EACH PROSPECTIVE BIDDER TO HANDLE SCHEDULING ALL DELIVERIES.
6. All items covered in the bid are to be delivered, unloaded and installed in the designated locations at Gladden Middle School and Northwest Elementary School. Delivery and installation instructions to be furnished to the winning bidder following notification of winning bid.
7. Whenever the name manufacturer, or trade name or the terms “or approval equal” or “comparable” appear in connection with the bid terms that quality of equipment/furniture is desired. Items of other manufacturers will be considered **only if** they meet or exceed the specifications requested by the bid documents.

The Murray County Board of Education reserves the sole right to determine if the products offered are of the type and quality desired.

8. Deviations from specifications must be clearly identified on the bid documents. The vendor must state with specificity any and all ways in which his product varies from the bid specifications, including any manner in which the item offered fails to meet bid specifications, or exceeds bid specifications. **If any bid items are other than “As Specified,” the Vendor MUST:** (1) Include literature with a **picture and specifications** of the alternate product in the bid packet; (2) Include non-equivalent Manufacturer, item number, and pricing on line noted as “Non Specified Alternate” for easy analysis by School District personnel; (3) 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.**
9. The vendor **MUST** affirm on the bid documents that the bid meets or exceeds specifications provided. This affirmation will be relied on by the Murray County Board of Education in letting bids and if the affirmation is found to be false or incorrect after bids are let, will be grounds for immediate cancellation of the bid let. This qualification is in addition to any other legal rights or remedies available to the Murray County Board of Education for damages incurred based on reliance on a false or incorrect bid.
10. Interested vendors may offer bids on all items specified or may bid on individual items specified or groups of items.
11. Samples may be required after bids are opened, and vendors should have samples available for immediate review in the event submission of samples is required.
12. The successful bidder is responsible for initiating any required documents, and performing follow-through with common carriers involved, for the replacement of any item damaged in transit. This will include concealed damages.
13. The bid shall remain in full force and effect for thirty (30) days following the bid opening.
14. Delivery specified between August 14<sup>th</sup> , 2022 and September 3, 2022.
15. The Murray County Board of Education reserves the right to accept or reject any or all bids in their entirety.
16. The Murray County Board of Education reserves the right to award bids in any manner, which is economically feasible, or in the interest of matching compatibility with system equipment or needs.
17. The Murray County Board of Education is not required to accept the lowest bid.

18. Purchases of the Murray County Board of Education are not subject to sales taxes. Tax Exempt Certificates will be furnished on request.
19. Successful bidders will be required to supply an original and three copies of each invoice, and to reference all invoices to the proper purchase order number. Invoices will not be processed for payment until all contractual obligations have been met and/or until items are received and determined to be in good order. If the bid documents call for monthly payments all billings will be due by the first day of the month and will be payment mailed by the tenth day of the month.
20. All invoices and/or financial correspondence should be directed to **Murray County Board of Education, attention Director of Finance, P.O. Box 40, Chatsworth Georgia 30705.**
21. Payment shall be made by the Murray County Board of Education as follows: A master invoice shall be delivered to the Murray County Board of Education, attention Business Manager, P.O. Box 40, Chatsworth Georgia 30705. Street address 1006 Green Road Chatsworth Georgia. Payment will be submitted in full within 30 calendar days.
22. Winning Bidders should attach to each item bid descriptive literature, specifications (specs) and pictures and warranty information.
23. Successful bidder MUST have an Internal Project Management Team or designated individual(s) to oversee the process from order entry and delivery to installation and replacements due to freight damage. Also, they must include a "Punch List" so the installation team can sign off item by item. A binder shall be furnished to Director of Director of Operations, Principal, and area sales representative showing detailed delivery dates, floor plans, and a breakdown of products showing to which rooms items will be delivered and in which rooms items will be installed. Attached to the bid form; please provide samples of the forms used for change orders, punch lists, and project evaluation. The vendor shall be the responsible for the removal any debris or litter on the work site.
24. This bid document and bid packet shall not be modified by any oral representations and shall be the procedures to be followed and conditions for all bidders.
25. The Murray County Board of Education does not discriminate against any prospective bidder based on race, gender or national origin.
26. No bid can be accepted by any manner other than a vote by the Murray County Board of Education at a properly convened meeting.
27. Risk of loss shall transfer only on delivery and acceptance.

28. The Murray County School District reserves the right to waive any irregularities held to be within the scope of the law.
29. Bids may be withdrawn by the vendor, prior to the stated time of opening, but may not be withdrawn for a period of thirty (30) days thereafter, unless otherwise required by law.
30. The parties to any enduring purchase order contract shall be excused from performance there under 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 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.
31. The Bidder shall not assign or transfer any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
32. All bids must, if requested, be accompanied by a history of the bidding firm and three (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 and equipment and their ability to provide service for any awarded items.
33. No charge of containers, packing, drayage, or any other purpose will be allowed over and above the prices bid.
34. **The bidder is responsible for the filing of all Freight Damage related claims.** The School District has up to ten (10) 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 School District is exempt from any replacement costs and/or **paperwork** due to said freight damage.
35. All equipment and supplies furnished shall meet all applicable regulations of the prevailing codes and applicable safety regulations of the Division of Industrial Safety of the existing State Health and Safety Codes.
36. The vendor shall assume the defense of and shall pay, indemnify, and save harmless the 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 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, 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 by its agents and employees, or by other persons, corporations, or legal entities to whom the District or its agents and employees may be liable.

- 37. The bidder shall not assign or transfer by operation of law or otherwise any or all of these rights, burdens, duties, or obligations without the prior written consent of the surety on the contract bond and the District.

Having carefully read the bidding conditions and the specifications, the undersigned submits the following bid. Any special conditions the School District needs to know in regard to the bid must be listed here:

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The undersigned acknowledges that the governing board of the School District reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding process.

I acknowledge receipt of addendums, in any, as follows: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

