

REQUEST FOR PROPOSAL

REED INTERMEDIATE SCHOOL STAGE LIGHTING PROJECT
2024-19

CONTENTS

1. Legal Notice (Request for Proposal)
2. General Information
3. Scope of Services
4. Vendor Qualifications
5. Selection Process
6. Time Line of RFP Process
7. Sealed Bid Form
8. Bid Bond Requirements
9. Insurance Requirements and Indemnification
10. Proprietary Information

1. LEGAL NOTICE

REQUEST FOR PROPOSAL

The Newtown Public Schools is seeking proposals for REED INTERMEDIATE SCHOOL STAGE LIGHTING PROJECT 2024-19.

Respondents are required to submit three (3) copies of a sealed bid and one (1) USB drive in pdf format by no later than **11:00 AM on Wednesday, May 8th, 2024** at the **Newtown Public Schools at the office of the PURCHASING DIRECTOR** at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, and clearly marked "REED INTERMEDIATE SCHOOL STAGE LIGHTING PROJECT 2024-19".
Proposals received after that date and time will be rejected.

**A mandatory site walk through will take place at on Wednesday, April 17, 2024@ 10AM at the
Reed Intermediate School, 3 Trades Lane, Newtown, CT 06470 at the main entrance.**

At that time and place they will be publicly opened and read aloud. Following the bid opening, the Newtown Public Schools will review all received bid packages. Newtown Public Schools reserves the right to accept or reject any or all proposals, to make an award or to decline to make an award if it deems such to be in the best interest of the Newtown Public Schools. All pricing submitted in a bid package shall be valid for ninety (90) days. There shall be no collusion with other prospective bidders and a bid submission will be construed as evidence that the submitted bid price was derived independently without collusion with other bidders.

Bid Packages can be located on the Newtown's website under Purchasing Department.

<https://www.newtown-ct.gov/purchasing-department>

Newtown Public Schools is an Affirmative Action Employer – MBE/WBE are encouraged to bid.

Questions regarding this request for proposal should be directed to Kerri Mubarek, Purchasing Director, by e-mail at kerri.mubarek@newtown-ct.gov

2. GENERAL INFORMATION

The Newtown Public Schools (hereinafter known as “NPS”) is seeking proposals and a generalized scope of services from qualified contractors (hereinafter known as “Firm”) with expertise in stage lighting

3. SCOPE OF SERVICES

Newtown Public Schools (NPS) is seeking proposals from qualified contractors for the retrofit of stage lighting at Reed Intermediate School. This is for replacing all the stage lighting with state of the art, DMX controlled, LED lighting. Lighting fixtures from Chauvet's mid-tier line of professional lighting fixtures have been selected, which suit the needs of Reed Intermediate School, at an affordable price, and will last for many years to come, but a suitable equivalent will be acceptable.

The lighting plan includes 14 ellipsoidal stage lights. These are the standard style of zone lighting, and are fixed color to a warm white for main stage wash. Also included are 8 fresnel style COB color pars and 12 color slim pars with beam shaping filters. These will provide diffuse and even front and rear wash lighting on stage, to replace the antiquated strip lighting and fresnels currently on the stage electric pipes.

The brightness and color of all the lights will be completely controlled by a QuickQ 10 console which is. This is also the same control panel used at the other stage locations throughout the district. It will plug into the wall with a single Cat5 cable and offers Wi-Fi connectivity for control via iPad. All of the lights are connected via DMX to networkable nodes installed on each electric pipe.

Requirements:

- 2 year warranty on all lights and the console
- 2 year service contract
- Up to 8 hours of training for staff and /or students
- A professional safety inspection from a certified rigger is required by NPS because of the age of the theater. This should cover a follow-up inspection as well to rectify any issues that may arise.

Any safety-related required repairs cited by the inspection will be the responsibility of the school to get ratified and not at the expense of the contractor.

This quote should not include any electrical or network cable wiring throughout the building itself, nor a scissor lift rental, both of which will be supplied by the NBOE. This system will require some of the existing building wiring be rerouted into a breaker panel instead of the existing dimmer system, which will be taken care of by the NPS maintenance staff.

Reed Stage Lighting Specifications:

- Minimum of 16 LED full-color ellipsoidal lighting fixtures
- Lens beam angles must match the "Main Plot" and "Main Fixture Report" documents
- Minimum of 4500 lumens light output each
- Comparable manufacturers include: Chauvet Professional, Elation Professional, or Electronic Theater Controls
- 4-way manual framing shutters
- Minimum of 3yr manufacturer's warranty on fixture and LED engine
- Minimum of 12 LED full-color par wash lighting fixtures
- Barn Door Attachment
- Approx. 70 deg beam angle
- Minimum of 5000 lumens light output each
- Comparable manufacturers include: Chauvet Professional, Elation Professional, or Electronic Theater Controls
- Minimum of 3yr manufacturer's warranty on fixture and LED engine
- All lights should be from the same manufacturer to ensure even color matching
- All lights should be wired to 120 vac power using Neutrik, Leviton, and/or Hubbell commercial grade power connectors
- Minimum of 5 ArtNet to 5-pin (or 3-pin) DMX gateways connected to, and powered by, a single (8-port minimum) PoE ethernet switch
- Acceptable gateway manufacturers include Obsidian Control Systems, Chauvet, Elation, and Electronic Theater Controls
- All lights should be connected to DMX gateways via 5-pin (or 3-pin) dmx cables in daisy-chain configuration using Neutrik brand connectors and 110 Ohm DMX cable.
- Minimum of one wall control panel to allow basic lighting dimming control and recall of pre-saved scenes, connected to, and powered by, the main POE network switch
- Recommend requiring the ability to lock access to the control panel with password or physical key
- Wall control panel must be able to be automatically overridden by the main lighting console
- Programming and testing the wall control panel with at least 3 pre-set scenes

4. VENDOR QUALIFICATIONS

- 1) Relevant Experience and References: Describe recent relevant experience including experience related to the following:
 - a. Completion of at least two (2) similar Connecticut School projects in the past ten (10) years.
 - b. Approach and past performance preparing and meeting public school budget estimates and project schedules.
 - c. Provide references for at least five (5) similar projects.
- 2) Project Timeline: Provide an estimated project timeline required to complete this project.
- 3) Litigation Statement: Firm shall disclose if it has defaulted on a project similar to this project in the last five (5) years or if it is currently involved in any pending litigation or arbitration (resolved or unresolved).

Submissions that do not comply with all the above requirements may be deemed unresponsive and may result in the submission being incomplete.

5. SELECTION PROCESS

The proposals will be evaluated using the following criteria:

- Fee and proposed timeline for services.
- Completion of projects of similar size, scope and complexity as this project in past public schools in Connecticut.
- References provided

The NPS reserves the right to contract with the firm deemed most qualified. The NPS reserves the right to reject any and all bids/RFP's and to accept that bid/RFP which appears to be in the best interest of the Town and Newtown Public Schools.

The Newtown Public Schools reserves the right to negotiate the contract terms and fees with the selected firm. Any contract award resulting from this Request for Proposal is subject to review and approval by the Newtown Public Schools, Newtown Board of Education and the Purchasing Authority.

Terms and General Conditions:

- 1) Costs: The contract shall cover all costs including reimbursable items.
- 2) Acceptance/Rejection: The NPS reserves the right to accept or reject any and all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of the NPS.
- 3) Applicable Law: The resulting contract shall be governed under the laws of the State of Connecticut. The Firm shall at all times comply with and observe all federal state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which, in any way manner, affect the work or its conduct.
- 4) Contract Assignment: No right or duty in whole or in part of the Firm under this contract may be assigned or delegated without the prior written consent of the NPS.
- 5) Public Records Access: Proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 6) Selection: Selection will be based upon the NPS's sole determination as to which Firm's qualifications and proposal best meets their requirements and is in the best interest of the NPS and the Town of Newtown.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Questions regarding this RFP will be accepted until Wednesday, April 24, 2024 by EOD.

Responses to submitted questions will be shared with all Firm contacts who attended the mandatory site visit by Monday, April 29, 2024 by EOD.

Addenda concerning important information and/or modifications to specifications will be posted on the Town of Newtown Purchasing Department website. <https://www.newtown-ct.gov/purchasing-department>

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Emailed written requests for information will not be accepted after Wednesday, April 24, 2024 by EOD.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Kerri Mubarek

Newtown Public Schools Facilities Study 2024-10

Page 6 of 27

kerri.mubarek@newtown-ct.gov

Response will be in the form of an addendum that will be posted approximately **Monday, April 29, 2024 by EOD** located on Town of Newtown's website under the Purchasing Department. It is the responsibility of each bidder to retrieve all addenda from the website. Any contact about this bid between a Bidder and any other Town/School official and/or department manager and/or Newtown Public Schools employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered. Only information issued by such Newtown Public Schools written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect. Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgement form and the Bidder shall list therein all written Addenda number(s) issued by Newtown Public School.

In the event that the awarded bidder (Contractor) does not perform the work in accordance with the specifications and/or scope of services, the Newtown Public Schools reserves the right to terminate the contract upon (10) business days' written notice of intent.

All bidders may be required to prove their qualification concerning the following criteria:

- Financial capabilities
- Bonding status
- Contractual history- References
- Quality and stability of product and sources
- Certificate of Insurance

6. TIMELINE OF THE RFP PROCESS

The following timeline has been tentatively established:

RFP Release	Friday, April 12, 2024
Mandatory Pre-Bid Walkthrough	Wednesday, April 17, 2024@ 10AM
Questions to be submitted by	Wednesday, April 24, 2024 by EOD
Answers completed and posted	Monday, April 29, 2024 by EOD
RFP Submission Date	Wednesday, May 8, 2024 by 11AM
RFP Awarded	Early May 2024
Start of Work	July 1, 2024
Completion of Work	August 15, 2024

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 9

All bids must be submitted with three (3) copies and one (1) USB drive in pdf format using the below cover sheet and Bid Form (Pages 1-9) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "REED INTERMEDIATE SCHOOL STAGE LIGHTING PROJECT 2024-19" including all outer packaging such as DHL, FedEx, UPS, etc.

All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bids are to be received at the **Newtown Public Schools at the office of the PURCHASING DIRECTOR** at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470; by no later than **11AM Wednesday, May 8th, 2024**, at which time they will be publicly opened. Bidders must fill in all blank spaces on the Bid Form for Bid Prices including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void. The Bid Price of each item on the form shall be stated in the words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidder's Company Name: _____

Address: _____

Telephone: _____

Contact Name and Email: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Website: _____

State of CT Taxpayer ID#: _____

Federal Taxpayer ID#: _____

Incorporated in the state of: _____

Corporate Seal - Circle one: YES NO

If the Bidder is a partnership, please provide names and residential addresses of partners, if different from business address:

Award Contract Signature: The Bidder shall indicate the full name, title, email and the complete mailing address of the authorized person(i.e., officer of the company) who will sign the awarded contract (if applicable) for this procurement.

BID FORM

Date _____

Ms. Kerri Mubarek

Purchasing Director

Newtown Public Schools

3 Primrose Street

Newtown, Ct 06470

Madam:

Pursuant to and in compliance with the invitation to Bid, the Undersigned:

Print or Type Business Name of Bidder

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addenda Acknowledged Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under all conditions required by the Bid Documents at the prices listed as follows:

Company Name _____

Company Name _____

Total Fee Proposal:

Fees: The contractor shall submit a fee proposal, including an estimated total cost for completion of the project.

Estimated Total Cost(Lump Sum) for Completion of Project:

\$ _____

Estimated Time in Weeks to Complete Total Project:

Please list any exceptions to the specifications and include a bulleted detailed breakdown of work included.

Provide information regarding number of years in business, size of firm, and location.

Number of years in business: _____ Number of employees: _____ (full time) _____ (part time)

Has your organization ever failed to complete any study contract awarded to it?

Yes___ No _____

If yes, describe circumstances on attachment.

Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a planning contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes___ No _____

If yes, describe circumstances on attachment.

In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes___ No _____

If yes, describe circumstances on attachment.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions where identified in the Bid Documents, of which he/she is aware, either directly or by notification from any sub-bidder, are listed herewith in this Bid Form.

Business Name of Bidder: _____

By Bidder's Authorized Representative:

Signature _____

Name_____

Title_____

Date_____

Exceptions:

Bidder shall indicate below any exceptions (if any) being taken to the language if this Request for Bid and/or the Specifications. Any raised exceptions must be reconciled prior to an award. Insurance requirements have been established by CIRMA.

1. Have you been in litigation for any errors or omissions from projects from the past five (5) years?

Circle one: YES NO

2. Are you on the state or local debarment list for the Dept. of Administrative Services?

Circle one: YES NO

Please list any key features that distinguish the Bidder's product and or services from competitors:

Addendum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed form shall be submitted with the Bid Form in accordance with information in GENERAL INSTRUCTIONS; ADDENDA / REQUESTS FOR INFORMATION (RFI).

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: _____

By Bidder's Authorized Representative:

Signature _____

Name _____

Title _____

Date _____

REFERENCES

Provide at least five (5) reference and details of most recent similar scope projects performed, including all information requested. This page must be completed as part of the sealed bid requirements of this RFP.

If Bidders wish to keep their references confidential, this page may be removed from the packet and submitted with the bid in a separate sealed envelope inside master sealed bid and marked "REFERENCES- CONFIDENTIAL". Newtown Public Schools is not responsible for maintaining confidentiality of the references unless this procedure is followed.

REFERENCE #1:

Client _____ Phone _____
Contact Person _____ Cell _____
Project Address _____
Approximate \$ Value _____ Start Date _____ Complete Date _____

REFERENCE #2:

Client _____ Phone _____
Contact Person _____ Cell _____
Project Address _____
Approximate \$ Value _____ Start Date _____ Complete Date _____

REFERENCE #3:

Client _____ Phone _____
Contact Person _____ Cell _____
Project Address _____
Approximate \$ Value _____ Start Date _____ Complete Date _____

REFERENCE #4:

Client _____ Phone _____
Contact Person _____ Cell _____
Project Address _____
Approximate \$ Value _____ Start Date _____ Complete Date _____

REFERENCE #5:

Client _____ Phone _____
Contact Person _____ Cell _____
Project Address _____
Approximate \$ Value _____ Start Date _____ Complete Date _____

STATEMENT OF NON-COLLUSION

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official of the Town, or any person or entity in the employ of Newtown Public Schools, is directly or indirectly interested in said bid proposal or in the supplies or work to which it relates, or in any portion of the profits thereof, except as permitted under the Newtown Public Schools Policies. Newtown Public Schools and its agents shall refrain from entering into contracts with or purchasing goods or services from any firm or individual who has a sales representative or owner employed by or acting as an official of the Newtown Public Schools.

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Newtown Public Schools employee or officer to violate the Newtown Public Schools Policies in connection with its bid to provide goods or services under, or otherwise in the performance of, such contract and b) if any person in the employ of Newtown Public Schools or elected or appointed official has a direct or indirect interest in Vendor or any supplier or Subcontract expected to be involved with the contract, such person or entity is in compliance with the Policies established by Newtown Public Schools.

The undersigned further understands that the above declarations are material representations to the Newtown Public Schools made as a condition to the acceptance of the bid proposal. If found to be false, Newtown Public Schools retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

The Newtown Public Schools Policies can be found at [https://newtown-policies.campuscontact.com/3323-SolicitingPrices\(BidsandQuotations\)](https://newtown-policies.campuscontact.com/3323-SolicitingPrices(BidsandQuotations))

By signing the below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Newtown Public Schools' Policies contained and/or referenced herein and confirms compliance with the contents:

Authorized Signature _____

Print Name _____

Title _____

Bidder's Company Name _____

Date _____

ATTESTATION OF BID SUBMISSION

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, (as defined below) and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and /or Services and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, limited liability company or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work. Newtown Public Schools may terminate the contract during its term on sixty (60) days advance written notice with no penalty.

Respectfully submitted by bidder:

Business Name of Bidder_____

Authorized Signature_____

Print Name_____

Title_____

Date_____

Address_____

City, State, Zip Code_____

Email_____

Business Phone Number_____

Cell Phone Number_____

Before submitting the Bid, each Bidder must examine (a) the Bid Documents thoroughly (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and finding with the requirements of the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Bid Document and that such requirements are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

Complete sets of Bid Documents shall be used in preparing Bids; neither Newtown Public Schools nor its representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid. Newtown Public Schools in its sole discretion may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents. A Bid which includes, for any Item(s), a Bid price that is abnormally low or high may be rejected in its entirety. Newtown Public Schools reserves the right to reject the Bid of any Bidder that Newtown Public Schools' considers not to possess the qualifications necessary to complete this work.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Kerri Mubarek, Purchasing Director, prior to the stated time and at the place of the Bid Opening. Newtown Public Schools is not responsible for Bids delayed by mail and/or delivery services of any nature.

Requirements:

- A. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- B. The Bidder shall acknowledge and agree that if awarded the RFP, Bidder shall be solely responsible for the strict compliance with all Federal, State, and Local statutes, laws, codes, rules, regulations and ordinances, and to obtain and maintain all necessary licenses and permits relating to this procurement. The successful Bidder MUST secure all required licenses and permits (local, state, federal) prior to commencing work.
- C. Award of these services, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Newtown Public Schools and any other state or federal agency whose approval may be necessary.

Upon Award, all bidding documents, including this Request for Proposal, Addenda and the Award Resolution shall be incorporated by reference in the contract, whether such contract is in the form of a Newtown Public Schools Purchase Order, or otherwise.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of the job site(s). The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

STANDARD WAGE RATES Contractor shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages <http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, Newtown Public Schools reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Newtown Public Schools. In evaluating Bids, Newtown Public Schools will consider the qualifications of those Bidders who's Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders and who possesses, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by Newtown Public Schools.

After review of these and other factors, including without limitation, responsiveness, qualifications and price, Newtown Public Schools reserves the right to reject any and all Bids, or any part thereof, to waive any and all informalities or to decline to make an award if it is in the Newtown Public Schools' best interest to do so. Newtown Public Schools reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.

PURCHASE ORDER ISSUANCE/AWARD

If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

If a contract is to be awarded, Newtown Public Schools will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder, multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days thereafter (as needed) excluding Saturdays, Sundays and legal holidays, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to Newtown Public Schools. Thereafter, upon all required reviews, approvals and Newtown Public Schools signature, the Newtown Public Schools will deliver one fully signed copy of the contract to the Contractor. Newtown Public Schools shall incur no obligations, contractual or otherwise, unless and until the Newtown Public Schools signs the contract, delivers a signed copy of the contract to the Contractor and delivers to the Contractor written notice to proceed.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO DEADLINE

A Bidder wishing to withdraw a bid prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signed the Reply Sheets/Submitted Documents of RFP. Newtown Public Schools will verify that the signature on the letter matches the signature on the Reply Sheets/ Documents of a RFP and will also verify the request to withdraw the bid by calling the Bidder at the telephone number provided on the Reply Sheets/ Submitted Documents of the RFP.

After Newtown Public Schools is satisfied that the request to withdraw a bid before the established deadline is valid, the bid will be returned to the Bidder. The Bidder may then withdraw completely from the bidding process or may modify the bid and resubmit before the deadline (or Newtown Public Schools authorized postponement thereof).

MODIFICATION OR WITHDRAWAL OF BID AFTER DEADLINE

If a bid security is required and a Bidder does not honor their bid for the specified time, the bid check shall become the property of Newtown Public Schools; or if a Bid Bond was furnished, the Bid Bond shall be payable to Newtown Public Schools. Any Bid received after the time and date specified as the time for the Newtown public Schools' opening of Bids shall not be considered. After the deadline, the submitted bids become the property of the Town and are valid proposals to be honored ninety (90) days, as specified in the RFP.

Once bids are opened by Newtown Public Schools, no Bidder may withdraw its Bid for a period of ninety (90) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the Newtown Public Schools' opening of the Bids.

Bidders, who do not honor their bids for the ninety (90) day period, shall be disqualified.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications **should be directed in writing to:**

Kerri Mubarek: kerri.mubarek@newtown-ct.org

Inquiries must reference the RFP number and the date of bid opening, and must be received **no later than as indicated in the bid documents**. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICE GUARANTEE/DURATION OF BID

For acceptance by Newtown Public Schools, prices quoted must be firm, for period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

PAYMENT PROCEDURES

No voucher, claim or charge against the Newtown Public Schools shall be paid without the approval of the Director of Business for correctness and legality. Appropriate checks shall be drawn by the Director of Business for approved charges and they shall be valid without countersignature unless the Board otherwise prescribes.

PAYMENT PERIOD

Newtown Public Schools shall use its best effort to make payment quarterly after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. For projects that do not require a performance or Bid Bond, Newtown Public Schools reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

8. BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or

otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration. No exceptions.

This bid bond/check will be returned once all terms of the bid have been met, and a contract has been signed. Newtown Public Schools reserves the right to retain the bid bond should the original terms of the awarded bid not be executed.

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the "Contractor") shall deliver to the Newtown Public Schools/Town of Newtown (referred to hereinafter as the "Owner") a valid and currently dated Certificate of Insurance (COI). The insurance shall be reviewed and approved in writing by Newtown Public Schools. The contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reason unless prior written notice of thirty (30) calendar days has been mailed to the Newtown Public Schools Business Office at 3 Primrose Street, Newtown, CT 06470.

The insurance coverage carried by the Contractor must be placed with and written by an insurance company licensed to do business in the State of Connecticut, with an "A-" Best's Rating or better and at least a Class V3 or better financial size category as shown in the current A.M. Best Company ratings. The successful bidder will be required to furnish a Certificate of Insurance naming the Newtown Public Schools/Town of Newtown, its employees, officers and agents, as the additional insured, and be provided by companies licensed in the State of Connecticut.

At no additional cost to the Newtown Public Schools beyond the Bidder's Total Bid Price, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect Newtown Public Schools from claims which may arise out of or result from the Contractor's obligation under Newtown Public Schools contract, whether such obligations are the Contractor's or any person or entity directly or indirectly employed by said Contractor, or by any person or entity for whose acts said Contractor may be liable.

The insurance coverages carried by the Contractor (as described below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor or any person or entity directly or indirectly employed by said Contractor, or by any person or entity for whose acts said Contractor may be liable or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury
 - \$100,000 Fire Damage – Any One Fire
 - \$5,000 Medical Expense – Any One Person
-
- The Owner (the Newtown Public Schools/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** under the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverages.
 - The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Public Schools/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

2. Business Auto / Commercial Auto Insurance – Minimum Limits required:

- \$1,000,000 Liability
- The Owner (the Newtown Public Schools/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** under the Business Auto /Commercial Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Public Schools/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Workers Compensation/Employers Liability Insurance

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
- \$1,000,000 each accident
- \$500,000 aggregate for injury by disease
- \$500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Public Schools/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Umbrella Liability/Excess Liability: Minimum Limits required:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the Contractor.
- The Umbrella /Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Public Schools/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

5. Professional Liability (aka Errors and Omissions Liability): Minimum Limits required:

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

The Owner (the Newtown Public Schools/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** onto the Professional Liability (aka Errors and Omissions Liability) policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis**.

The Professional Liability policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (Newtown Public Schools/ the Town of Newtown (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor may might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Town. **The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 calendar days' prior written notice has been given to Newtown Public Schools/Town of Newtown from the insurer regardless of the reason for such cancellation.**

Failure to Maintain Insurance: In the event the Contractor fails to maintain required coverage as set forth herein, Newtown Public Schools may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town of Newtown, Newtown Public Schools, and all of their elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the Contractor's performance of the contract.

The Contractor's obligation to hold harmless, defend and indemnify the Newtown Public Schools, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer or invitee of the Contractor.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with the Connecticut Department of Labor (CT DOL) rules and regulations; that is conditions of Prevailing Wage shall apply. All current prevailing wage information may be accessed online at no cost at <http://www.ctdol.state.ct.us/> (Newtown Public Schools will apply the most current wage decision applicable at the time of contract award.)

APPLICABLE LAW

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive venue shall be the Connecticut Superior Court for the Judicial District of Danbury, Connecticut.

CONFIDENTIALITY/DISCLOSURE

“Contractor” refers to all Bidders/Respondents submitting a bid/proposal.

Newtown Public Schools will afford due regard to the Contractor’s request for the protection of proprietary or confidential information received. However, all materials associated with the Bid/Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not state generally that the materials are proprietary or confidential in nature and therefore not subject to release to third parties. The specific sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA must be specifically identified as such. An explanation and rationale to justify each exemption consistent with FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from the release pursuant to FOIA.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Newtown Public Schools, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended currently in effect. The successful bidder will further certify that all items furnished under this project will conform and comply with all applicable Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Newtown and Newtown Public Schools from and against any and all damages, fines and/or penalties that may be assessed against the Town of Newtown and/or Newtown Public Schools arising out of resulting from the Contractor's performance of the contract.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

The goods and services to be provided under any contract or purchase order awarded pursuant to the Invitation to Bid are exempt from sales taxes from the State of Connecticut under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

Newtown Board of Education

CT State- 6577670-000

Federal – 06-6001643

10. PROPRIETARY INFORMATION

This RFP and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Newtown Public Schools and made part of a file or record which shall be open to public inspection after contract is finalized.

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