



New Milford Board of Education
25 Sunny Valley Rd
Suite A
New Milford, CT 06776

NEW MILFORD PUBLIC SCHOOLS

REQUEST FOR PROPOSAL

RFP E-2324-002

**New Milford High School
Theater Equipment**

New Milford Public Schools
Request for Proposal:

Theater Equipment

Table of Contents

1. Introduction
2. Scope of Services
3. Proposal Instructions
 - 3.1. Timeline
 - 3.2. Questions and Communications
 - 3.3. Addenda
 - 3.4. Format
 - 3.5. Submission
4. Selection process
 - 4.1. Disclaimers & Disclosures
5. Terms and Conditions
 - 5.1. Indemnity
 - 5.2. Assignment of Rights, Titles, & Interests
 - 5.3. Availability of Funds
 - 5.4. Tax Exempt
 - 5.5. Insurance
 - 5.6. Contract
 - 5.7. Permits and Codes
 - 5.8. Price
 - 5.9. Freedom of Information Act

Appendix A. Bidder Information Sheet

Appendix B. Affirmative Action/Equal Opportunity Statement

Appendix C. Reference List

Appendix D. Theater Equipment List for RFP

1. INTRODUCTION

The New Milford Public Schools (the “District”) is requesting proposals from qualified vendors to provide Theater supplies for the New Milford High School Theater.

2. SCOPE OF SERVICES

The chosen vendor shall provide items listed on Appendix D: Theater Equipment List for the New Milford High School Theater.

- Substitutions for discontinued items or items backordered beyond 30 days will not be accepted without prior written consent from the District.
- The District does not guarantee that all items listed on Appendix D will be purchased during the 2023-2024 school year.
- Price must be for the nit/quantity listed in Appendix D.
- Substitutions will not be accepted for Brand Name & Specialty items
- If awarded the bid, the vendor must provide an itemized form with prices for the District to use when submitting orders.
- Any orders placed by the District as part of this bid will not include truck or fuel charges.

- Any orders placed by the District as part of this bid will be delivered to the specific school listed on the order request form submitted to the vendor.
- If awarded the bid, the vendor must ensure their dispensers are mounted in locations and within parameters that are ADA compliant.

3. PROPOSAL INSTRUCTIONS

All proposals for service shall remain valid and be binding upon the respondent if accepted by the District within ninety (90) calendar days of the proposal submission date. All proposals shall be signed by an authorized representative of such company.

Proposals shall include a statement of understanding of the work and of qualification of the firm/organization submitting the proposal and those employees that will be providing services to the District.

Response must include completed appendices.

3.1 TIMELINE

Questions Due from Bidders: Friday, September 15, 2023 12PM

Proposals Due: Friday, September 29, 2023 12PM
New Milford Public Schools Facilities Office
386 Danbury Rd
New Milford CT, 06776

Public Bid Opening: Monday, October 2, 2023 2PM
New Milford Public Schools Facilities Office
386 Danbury Rd
New Milford CT, 06776

3.2 QUESTIONS AND COMMUNICATIONS

Bidders are hereby notified not to contact any member of District staff and its elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Jeff Turner, Director of Instructional Technology, by email at turnerj@newmilfordps.org by Friday, September 29, 2023 at 12 PM. Answers to all received questions will be sent to Bidders attending the pre-bid conference and posted on the District website.

3.3 ADDENDA

The District reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. Addenda notifications will be emailed to all persons on record from the pre-bid conference and posted on the District's website.

3.4 FORMAT

The submitted proposals must follow the rules and format established within this RFP. Failure to comply with all provisions of this RFP may result in the proposal being disqualified. All proposals must be securely bound. Proposals must submit completed appendices.

- Provide references including names for at least three (3) references from similar sized clients with contact information. References submitted using Appendix C: Reference List
- Name, email address and telephone number of person(s) to be contacted for further information or clarification.
- Copy of any necessary State of Connecticut or local licenses and/or permits necessary to perform the work required.

3.5 SUBMISSION

Each proposal must be submitted in a sealed envelope bearing the bid number **RFP E-2324-002** and titled **"NEW MILFORD PUBLIC SCHOOLS: Theater Hardware"**. Three (3) printed copies of the proposal and one (1) electronic copy on a USB drive must be provided. Proposals must be delivered to New Milford Public Schools Facilities Office, 386 Danbury Rd, New Milford, CT 06776 by Friday, August 4, 2023 at 12PM. Proposals submitted after this time will not be considered. Each Bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials including any work product, instruments of service and other deliverables shall become the property of the District, and the Bidders shall not claim any ownership interest in the same.

Submissions received after the deadline of Friday, September 29 at 12pm will be considered informal and rejected.

4. SELECTION PROCESS

Proposals will be evaluated by a selection committee based upon the response to the criteria presented in the request and any other factual information it deems appropriate. The committee will make a recommendation to the Superintendent of Schools and Board of Education for final acceptance of the selection. During the evaluation process, a firm/organization may be asked to make an oral presentation. The District reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, waive minor inconsistencies with the request for proposals, and to select the proposal the committee deems best fits the needs of the District.

The District reserves the right to negotiate any and all elements of any proposal directly with the provider. No changes in or to the proposal submissions will be permitted subsequent to the proposed target date unless approved by the District. The District may request clarifications on any portion of the proposal in order to develop a comprehensive assessment of the proposal.

4.1 DISCLAIMERS AND DISCLOSURES

The District has prepared this document to give background information to interested parties for participating in the RFP process. While the District has taken due care in the preparation of this RFP document and believes it to be accurate, neither the District nor the Town of New Milford nor any of their respective officers, employees, agents or advisors give any warranty or make any representations (collectively the "District Parties"), express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. The information disclosed herein is provided on the basis that it is non-binding on the District Parties. The District reserves the right to alter/increase/decrease the scope of work requirements as later determined. The District reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with

any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest. The District reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. The District does not bind itself to accept the lowest or any offered RFP and reserves the right to reject all or any or cancel the RFP without assigning any reason whatsoever. The District also has the right to re-issue the RFP without the Vendors having the right to object to such reissue. No oral statement of any representatives of the District shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged statement.

The District may elect to meet with any, all, or none of the consultants prior to selection. The District reserves the right to reject any or all of the proposals submitted, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal. The District reserves the right to negotiate the cost of this proposal and to award the work to other than the proposer with the lowest cost, if it is in the best interest of the District. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the proposer selected. The District may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this request for proposals if it is determined that doing so is in the District's best interests. Any such action shall be communicated to prospective consultants via a posting on the District's website. Each prospective bidder shall be responsible for checking the District's website at <https://www.newmilfordps.org/fiscalservices> to determine if the District has clarified, modified or amended this request for proposals and if so ensuring that its proposal is in accordance with the terms of the clarified, modified or amended request for proposal.

5. TERMS AND CONDITIONS

Based on the outcome of this process, evaluation, design and specifications, and cost estimates need to be completed within 30 days of award notice or contract signing, whichever is later.

5.1 INDEMNITY

Unless otherwise provided by law, the Contractor will fully and completely indemnify and hold harmless the District, the Town of New Milford and their current and former officers, members, agents and employees against any and all liability, loss, damages, costs and expenses, including reasonable attorneys' fees to the extent caused by the negligent acts, errors or omissions of the contractor or those for whom the contractor is legally responsible in the performance of the work. These provisions shall also include any liability, which may result from a worker's compensation claim or resulting third party action against the District.

5.2 ASSIGNMENT OF RIGHTS, TITLES, & INTERESTS

Any assignment or subcontracting for work to be performed related to this request, in whole or in part, and any other interest in conjunction with the District's procurement shall not be permitted without the express written consent of the District.

5.3 AVAILABILITY OF FUNDS

Any contract award associated with this RFP is contingent upon the availability of District funding. If funds for the continued fulfillment are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the District will have the right to terminate the Contract at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The District will provide at least thirty (30) days advance written notice of such termination and will use reasonable

efforts to ensure appropriated funds are available. In the event that funds are not available, any agreement resulting from this RFP shall become null and void.

5.4. TAX EXEMPT

The District is tax exempt under state and federal law. The successful vendor will be responsible for any and all federal, state and local taxes including personal property tax. Such taxes must not be included in the bid price.

5.5 INSURANCE

Prior to the commencement of any work and no later than ten (10) days after notice of award of the contract, the selected bidder shall submit to the District evidence of insurance demonstrating that the contractor has coverage for Workmen's Compensation Insurance, Liability, Property Damage, and Automobile/Truck insurance with the minimum limits of liability set forth herein. Certificates of insurance shall contain a provision that such policies shall not be canceled or permitted to expire until at least thirty (30) days prior written notice has been provided to the selected bidder. Further, the District, the Town of New Milford and their current and former officers, members, agents and employees shall be named as an additional insured on a primary and noncontributory basis. The contractor and its insurers shall waive all rights of subrogation against the Town of New Milford and New Milford Board of Education and their current and former officers, members, agents and employees. Proof of insurance must accompany this proposal.

- a) Worker's Compensation Insurance shall not be written for less than the statutory limits and shall include Employer's Liability Insurance at a limit of not less than Five Hundred Thousand Dollars (\$500,000);
- b) General Liability Insurance shall be insured at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) for total aggregate liability; additionally, shall be insured with an umbrella coverage not less than One Million Dollars (\$1,000,000).
- c) Property Damage Insurance shall be written at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) for each aggregate Liability.

5.6 CONTRACT

The selected bidder will be required to execute the form of contract, as may be amended by the District and subject to the terms set forth in this request for proposal. By submitting a proposal, bidders agree to all the terms and conditions of the attached contract form. Bidders may not take exception to the terms of the contract form. Any changes or amendments to the contract form will be at the sole discretion of the District without adjustment to price.

5.7 PERMITS AND CODES The selected bidder will comply with all laws, codes, rules and regulations of the State, County and Town applicable to the work to be performed. Any permits lawfully required shall be obtained by the selected bidder, who shall pay all lawful charges.

5.8 PRICE The prices quoted shall include all contingencies, including but not limited to profit, BFO, administrative fees, direct costs, etc. to complete the project as described in this document.

5.9 FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A

proposer must identify specifically the pages or portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions.

If the District receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure or may object to the disclosure by notifying the District in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not limited to appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

APPENDIX A BIDDER INFORMATION SHEET

Name of Bidder _____

Business Address _____

Telephone Number _____

Date of Bid _____

The bidder listed above declares and certifies:

1. That the said bidder is of lawful age and the only one interested in this Bid, and that no other bidder has any interest herein.
2. That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud.
3. That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the New Milford Public Schools, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service and/or labor for which this bid is made.
4. That the price quotes herein are net and exclusive of all federal, state and municipal sales and excise taxes.

(Person, Firm, or Corporation)

(Authorized Signature)

APPENDIX B AFFIRMATIVE ACTION/EQUAL OPPORTUNITY STATEMENT

The New Milford Public Schools is an Equal Opportunity Employer and will not transact business with firms that are not in compliance with all Federal and State Statutes and Executive Orders pertaining to nondiscrimination.

This form is required to be filled in (enter company name above lines below), signed and returned with any Invitation to Bid, Request for Proposal, or other public solicitation document in order to transact any business with the New Milford Public Schools.

_____ will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression, or any other legally recognized protected class status except in the case of a bona fide occupational qualification.

It is the policy of _____ that any form of discrimination or harassment on the basis of race, religion, color, national origin, alienage, sex, sexual orientation, marital status, age, disability (including pregnancy), genetic information, veteran status or gender identity or expression, or any other protected class status prohibited by state or federal law is prohibited.

_____ will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

_____ will remain in full compliance with the above while under contract with or performing work for the New Milford Public Schools.

Signed

Printed Name

Business Address

Name/Title of Company Officer

Date

Phone

APPENDIX C
REFERENCE LIST

In the interest of securing competent contractors, we are requiring the following information be provided with your Proposal. Failure to provide this information may jeopardize your firm being awarded this project.

Please provide three references for projects of **similar size and scope to this project**:

Project #1

Project Name: _____

Customer Name/Organization/Phone Number:

_____ Date Project Completed: _____

Description of Project:

Project #2

Project Name: _____

Customer Name/Organization/Phone Number:

_____ Date Project Completed: _____

Description of Project:

Project #3

Project Name: _____

Customer Name/Organization/Phone Number: _____

_____ Date Project Completed: _____

Description of Project:

APPENDIX D
Theater Equipment List

Name	Description	Format	Cost	
15 Shure SLXD4D Dual Channel Wireless Receiver	8 Units - Band G58 (470.520 - 511.750 MHz G58 Max Capacity = 29 Channels 7 Units - Band H55 (518.570 - 553.650 MHz) H55 Max Capacity = 18 Channels)			
32 Shure SLXD1 Bodypack Transmitter	16 Units - Band G58 (470.520 - 511.750 MHz) 16 Units - Band H55 (518.570 - 553.650 MHz)			
Shure SB903 Lithium-Ion Battery for SLX-D	32			
Shure 8-Bay SB903 Charging Sled #SBC80-903	4			
Point Source Embrace EO-8WL Ear worn XSH	32			
RF Venue Antenna Distro Bundle #DFIND9	Bundle includes - 1x DISTRO9 HDR 9-Channel RF Distributor			

	- 1x DC-KIT-D9 DC Power Distribution Kit - 1x D-FIN Diversity Wall-Mount Antenna - 2x Low-Loss BNC Coax Antenna Cables, 25' Long - 10x Low-Loss BNC Coax Patch Cables, 1.5' Long - 10x Low-Loss BNC Coax Patch Cables, 2' Long			
RF Venue 9-Channel RF Distributor #DISTRO9-HDR	1			
RF Venue 10-Pk Low-Loss BNC Coax Patch Cables, 2' #RG8X2-10	1			
RF Venue DC Octopus 8-Unit Power Splitter	2			
Gator 12U Wood Studio Rack #GR-STUDIO-12U	2			
Gator 3U Lockable Rack Drawer w/Diced Foam #GRW-DRWDF3	1			
Furman 15A/9-Outlet Power Conditioner #M-8LX	1			