

**NEW BRITAIN BOARD OF EDUCATION
272 MAIN STREET
NEW BRITAIN, CT 06050-1960**

Digital Lighting Console and Various Light Fixtures

In accordance with the specifications, the undersigned agrees to provide the items described on the Bid Form are complete and in place at a location designated by the Consolidated School District. The Consolidated School District reserves the right to reject all bids and/or make more than one award on the basis of this bid. Awards will be made to the most responsible bidder in the best interest of the school district. All quantities are estimated. Bids must be firm for a period of 90 days following the bid opening.

The Board of Education reserves the right to select or reject any and/or all bids containing alternate proposals; to waive any informality in proposals; and to reject or accept any and/or all bids as shall in its judgment be to the best interest of the Consolidated School District.

Bidders are cautioned to show the total price on the Bid Form and to sign the Bid Form. Prices shall not include sales tax, excise taxes, or any other taxes for which the Consolidated School District is not liable. The Consolidated School District will execute any necessary exemption certificates.

Scope of Work:

The New Britain School District seeks to purchase a new lighting control console and various lighting fixtures for New Britain High School's Auditorium.

Contractor shall provide turnkey services necessary to furnish a fully assembled lighting control console and lighting fixtures as specified. All work and services provided by the vendor/firm will be performed in a professional manner, using quality equipment and material for any and all services provided as part of the agreement with the CSDNB

Questions should be directed to Robert Smedley - Manager of Technology and Special Projects- Consolidated School District Facilities Department. 860-827-2217 or Smedley@csdnb.org

Submittals-

Please submit the following in a sealed envelope labeled CSDNB Lighting Console Bid by February 21 2024 @ 10am to CSDNB Facilities Office located at 250 John Downey Dr. New Britain, CT 06052. Email submissions are not permitted.

- 1- Provide 2 copies of documentation related to the specifications of the Lighting Console and Lights offered in your proposal. Spec sheet or brochure is appropriate.
- 2- Provide completed bid document that is attached to this Bid Spec, signed and dated.
- 3- Warranty documentation or information for lighting console and lights
- 4- Training information to include summary of training and materials involved.

Equipment Specifications – (No Alternative equipment permitted)

1. Lighting Console:
 - a. Grand MA3 Compact XT
 - i. Dust Cover
 - ii. MA LED Desk Lamp (straight plug XLR 4pin) 27"
 - iii. MA Magnetic plate for easy labeling of 15 faders
 - b. Flight Case for Grand MA3 Compact XT
 - i. Grand MA- FCMA- 4010505
2. Light Fixtures
 - a. Chauvet Pro Rogue R3 Beam
 - b. ETC Colorsourc Spot V (with stage pin)
3. Accessories
 - a. 10' DMX Cable 5 pin cable (ACCU-Cable or better)
 - b. 25' DMX Cable 5 pin cable (ACCU-Cable or better)
 - c. 50' DMX Cable 5 pin cable (ACCU-Cable or better)
 - d. Mega Clamp (The Light Source)

4. Additional Bid Information

Payment arrangement – An approved purchase order will be issued as notice to proceed with order. Upon delivery, the purchase order will be executed and a check for the total balance will be issued to vendor. Down Payment options will be discussed with awarded vendor.

Damage to CSDNB and/or Personal Property- The vendors/firms shall be responsible for the repair or replacement of damage caused by the use, misuse, or negligence of the vendor/firm or their employees during the actions of services provided.

The vendor/firm will be required to carry the required level of insurance needed to provide services to the CSDNB for the entire duration of the contracted agreement. The vendor/firm is responsible for reporting any damage to the Facilities Department within 24 hours of the occurrence.

Assessment of Penalties - In the event that the vendor/firm is not providing satisfactory service, had been given a chance to improve in which the CSDNB had to have remedied by CSDNB staff or another vendor, The CSDNB will assess the awarded vendor/firm a penalty for the full amount expended to correct the deficiencies. In the event that the vendors/firms performance and/or equipment is not in proper working condition, the CSDNB reserves the right to negotiate and assess penalties. Negotiation of penalties will be discussed by all parties and final determination will be made by the CSDNB and the Board of Education legal counsel.

Disputes- In the event that there is a disagreement between the CSDNB and the awarded vendors/firms regarding interpretations of contractual requirements, the vendor/firm is to proceed with the work in question under protest until the disagreements are resolved by the CSDNB and the Board of Education legal counsel. The decision shall be binding on all parties entered into the agreement.

Cancellation Clause- CSDNB reserves the right to stop work and/or terminate the contract agreement for non-compliance with the contract as long as the awarded vendor/firm has been given the opportunity to

rectify any non-compliance items within 30 days unless it involves the safety of staff, students, and visitors.

Document Submission- Bids shall be made on the bid forms furnished by the CSDNB, without alteration. Bids shall be submitted:

- In a sealed envelope,
- The words “Bid Document” printed on the outside front of envelop
- The title of the project or bid package for which the bid is being submitted
- The time and date of the bid opening.

All bidders shall provide three (2) copies of the bid, one original and one copy of their bid, unless otherwise stated. Bids received after the deadline will be rejected. All spaces on the bid form must be filled in with figures and words or the CSDNB in its sole discretion, may reject the bid as non-responsive. NO faxed or emailed bids will be accepted.

Right of refusal - CSDNB may make such investigations and conduct such scope reviews as deemed necessary by Facilities Management, in order for the BOE to determine the ability of the bidder to perform the work and the bidder shall promptly, upon CSDNB’s request, furnish to CSDNB all such data for this purpose. CSDNB expressly reserves the right to reject a bid if, in the BOE’s sole discretion, CSDNB determines, that a bid is non-responsive, a bidder is not responsible, a bidder is not qualified to perform the work or the BOE otherwise determines that the award of a contract to the bidder is not in the best interest of CSDNB. Conditional bids will not be accepted.

“Or equal” Clause - Whenever a material, article or piece of equipment is identified in the bid document by reference to manufacturers’ or vendors’ names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the CSDNB, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or their designee, who shall have sole discretion to determine the acceptability of the proposed substitute. The product must meet or exceed the specifications of any products currently used by the CSDNB.

Insurance Requirements- The Contractor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an “A-VIII” policyholders’ rating according to BEST Publications latest edition Key Rating Guide:

| | | |
|---|----------------------------|--------------|
| Commercial General Liability: | General Aggregate | \$ 2,000,000 |
| | Prod./Compl. Operations | |
| | Aggregate | \$ 2,000,000 |
| | Occ. Aggregate | \$ 1,000,000 |
| Automobile Liability: | Liability Limit | \$ 1,000,000 |
| Umbrella (Excess Liability) | Each Occurrence | \$1,000,000 |
| | Aggregate | \$1,000,000 |
| Workers’ Comp. And Employer’s Liability: | WC Statutory Limits | |
| | EL Each Accident | \$500,000 |
| | EL Disease Each Employee | \$500,000 |
| | EL Disease Policy Limit | \$500,000 |

- a. The City of New Britain and Consolidated School District" shall be named as "Additional Insured", and the Contractor agrees to provide replacement/renewal certificate at least 60 days prior to the expiration of the policy. Should any of the described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.
 - b. The Contractor agrees to provide a certificate of insurance at the time of the execution of this contract as well as a replacement/renewal certificate at least 60 days prior to the expiration of the policy. Should any of the above-described policies be cancelled before the expiration date, written notice must be made to the City 60 days prior to cancellation. The Contractor shall name the City as Additional Insured on all insurance policies, except Workers Compensation and to provide a Waiver of Subrogation on all policies.
 - c. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
 - d. Contractor covenants and agrees to hold the City harmless and to indemnify the City from (I) any and all claims arising from the performance of service enumerated herein, or any work or thing whatsoever done, or any condition created (other than by the City) during the term of this contract or any extensions thereof and the guarantee period, but only to the extent caused by the negligent or otherwise wrongful act or omission of Contractor, its agent, employees, contractors or licensees and (II) all costs, expenses, liabilities incurred in or in connection with each such claim or action or proceeding brought thereon. In case an action or proceeding be brought against the City by reason of any such claim, Contractor, upon notice from the City, shall resist and defend such action claim or proceeding.
- A- HOLD HARMLESS AGREEMENT: The Contractor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the performance of services by the Contractor during the Contractor's performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Contractor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

Consolidated School District of New Britain

Bid Price Sheet

Proposal of _____ (hereinafter called "Bidder")*

To the Consolidated School District of New Britain, Connecticut (hereinafter called "CSDNB".)

The Bidder, in compliance with your invitation for bids for Lighting Control Console and Various Lighting fixtures for the Consolidated School District of New Britain(CSDNB) having examined the specifications with related documents, and being familiar with all of the conditions surrounding the furnishing of the proposed equipment or services including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies or services and to provide the equipment or services in accordance with the bid specifications, as prepared by CSDNB, within the time set forth in the bid specifications, and at the prices stated on the Bid Division Section Sheets. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by CSDNB to the Bidder and to fully complete all work related to the Contract within the agreed upon work schedule of the Contract or the Notice to Proceed, whichever is later.

The Bidder agrees to provide the services or products and perform the work described in the specifications for the CSDNB Bid for provision of Electric Forklift Truck and Electric Pallet Jack and acknowledges that pricing is listed correctly on this bid sheet.

Please note that CSDNB may purchase more than 1 of each item listed on this bid document.

| Qty | Description | Cost |
|-----|--|------|
| 1 | Grand MA 3 Compact XT | |
| 1 | Flight Case for Grand MA 3 Compact XTG | |
| 10 | Chauvet Pro Rogue R3 Beam | |
| 5 | ETC Colorsouce Spot V | |
| 10 | 10' DMX 5 pin cable | |
| 10 | 25' DMX 5 pin cable | |
| 10 | 50' DMX 5 pin cable | |
| 20 | Mega Clamps (the light source) | |
| | | |
| | Total Project Cost: | |

Authorized Signature: _____ Date: _____

Printed Name: _____ Phone Number: _____

Company Name: _____