



INVITATION TO BID

Town of Bethel
County of Fairfield State of Connecticut

Request for Proposal # 2020-100

Sealed Bids for Furniture, Fixtures & Equipment (Package B)
for the Johnson Elementary School Renovation Project

Notice is hereby given that sealed bids will be received in electronic format by email until 10:45AM on Monday, May 18, 2020. The bids will be opened at 11:00 AM on Monday May 18, 2020 at a Special Meeting of the Town of Bethel Procurement Committee. The Video/ Teleconference video link is <https://zoom.us/j/3839768074>. The Town seeks qualified bidders for FF&E for the Rockwell and Johnson Elementary Renovation Projects. Details for the project requirements and scope of services may be obtained at the Office of the Purchasing Agent/Town Finance at 203-794-8514 or the homepage of our website: bethel-ct.gov.

The Board of Selectman upon recommendation of the Procurement Committee and Public Site and Building Commission reserves the right to accept and/or reject any portion of said bid, to waive any technicality in any bid or part thereof and to accept any bid as provided in Section 8-13c of the Charter of the Town of Bethel.

Dated at Bethel, Connecticut, this 27th day of April 2020.

Town of Bethel Procurement Committee
Matthew S. Knickerbocker, First Selectman
Robert V. Kozlowski, Comptroller
Lauren J Cunningham, Purchasing Agent

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BIDDING REQUIREMENTS

TOWN OF BETHEL,
CONNECTICUT
BIDDING REQUIREMENTS
FOR
FURNITURE, FURNISHINGS & EQUIPMENT
RALPH M. T. JOHNSON ELEMENTARY SCHOOL

**REQUEST FOR PROPOSALS
FURNITURE FIXTURES & EQUIPMENT
FOR JOHNSON ELEMENTARY SCHOOL RENOVATION
PROJECT**

**Town of Bethel Procurement Committee/Town
Finance
1 School Street, Bethel,
CT 06801**

Request for Qualifications/Request for Proposals “RFQ/RFP 2020-100”

Release Date: April 27, 2020

RFQ/RFP Due Date: May 18, 2020 at 10:45 a.m.

Owner: The Town of Bethel (Town)

Issued By: Town of Bethel Procurement Committee (BPC), Robert V. Kozlowski, Comptroller

Project Oversight: Town of Bethel Public Site and Building Commission (PSBC)

Project Name: Rockwell School Project & Johnson School Project

Project Locations: Ralph M.T. Johnson School, 500 Whittlesey Drive, Bethel, CT 06801

Contact Persons:

Town Procurement Committee: Comptroller, Mr. Robert Kozlowski

Public Site and Building Commission: Chair: Ms. Nancy Ryan

Board of Education (BOE):

Dr. Christine Carver, Superintendent of Schools

Ms. Theresa Yonsky, Director of Fiscal Services (203) 794-8603

Mr. Robert Germinaro, Supervisor of Facility & Security Operations

Owner’s Rep: STV|DPM, Geralyn Hoerauf, Senior Project Manager

Architectural Firm: Perkins Eastman, Joseph Culotta, Project Manager

Construction Manager: The Rizzo Corporation, Ken Hunt, Project Manager

Background

Brief description of the project:

Ralph M T Johnson School: Johnson School currently serves approximately 450 students in grades 4 and 5 in a building constructed in 1980. Total square footage is 56,297 and total site is approximately 14 acres. The project is expanding this school to house grades 3, 4 and 5 and is renovating to new the entire structure.

The Rockwell and Johnson projects are separate projects per the State Office of School Construction/Department of Administrative Services but are being completed concurrently. Your proposals must delineate cost separately between the projects.

The Town of Bethel Procurement Committee must comply with procuring goods and services in conformance with related State of Connecticut and Town of Bethel laws, regulations and charter.

The Town of Bethel/Bethel Board of Education is exempt from the payment of Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the price. Exemption certificates will be furnished upon request.

PROPOSAL REQUIREMENTS

A. Questions

Questions and RFI's must be submitted in writing to Theresa D. Yonsky, Director of Fiscal Services at yonskyt@bethel.k12.ct.us through noon on May 12, 2020. Responses will be supplied to all interested firms via email. No direct or indirect contact with selection panel members or the architects or consultants is allowed and will be grounds for immediate rejection of the proposal; all questions must be submitted as described in this paragraph.

B. Proposal Submission Deadline and Format

All RFQ/RFP submissions must be received by the Town by 10:45 a.m. on Monday May 18, 2020.

Request for Qualifications Proposals must be submitted to the Town of Bethel Procurement Committee by email at cunninghaml@bethel-ct.gov with **Johnson School RFP FF&E 2020-100** noted in the subject line by the deadline. No hard copies are required.

One (1) copy of the complete response must also be submitted electronically to STV|DPM at geralyn.hoerauf@stvinc.com.

All firms downloading the RFQ electronically must notify STV|DPM by email at the above address. Clarifications will be provided via email and forwarded to all recipients of the RFP. No phone calls will be accepted at any Town of Bethel offices or by any person involved in the project.

Any information or materials submitted as a response to this RFP shall become property of the Town of Bethel and will not be returned. Any expense incurred for the submission of this RFP is the responsibility of the firm submitting and no expense will be reimbursed by the Town of Bethel. All submitted materials will be available for

public review.

C. Qualifications Package

Minimum information to be included:

Firm Overview

- Name of firm and firm's representative and his/her contact information
- Location of principal and branch offices that would work on the project
- Length of time in business

Past Claims or Disputes

- Please list any claims, disputes, or arbitration proceedings that have occurred on any school projects you firm has been involved with in the last five (5) years. Indicate who they were with and give a status of each even if they are pending.
- Please list any school building projects in the last five (5) years in CT for which your firm was removed or chose to leave during the project.
- Information concerning any suits filed, judgments entered or claims made against your firm during the last five (5) years with respect to services provided by your firm, or any declaration of default or termination for cause against your firm with respect to such services. In addition, state whether during the past five (5) years your firm or your proposed consultant(s) or subcontractors has been suspended from bidding or entering into any government contract.

Affirmative Action.

- Include statement of Affirmative Action compliance. If you need a sample, one can be provided.
- Also, as this is a Bethel Public School Project, adherence to Bethel Board of Education's Non-discrimination clause is required and is listed here:

The Bethel Public Schools are committed to a policy of equal opportunity/affirmative action for all qualified persons. The Bethel Public Schools do not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut State and/or Federal nondiscrimination laws and provides equal access to the Boy Scouts and other

designated youth groups. The Bethel Public Schools do not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Bethel Public Schools nondiscrimination policies should be directed to:

Dr. Kristen Brooks (Title IX District Coordinator)
Assistant Superintendent of the Bethel Public
Schools

Phone: (203) 794-8613

email: brooksk@bethel.k12.ct.us

Dr. Christine Sipala (Section 504 District Coordinator)
Director of Special Education and Pupil Services

Phone: (203) 794-8616

email: sipalac@bethel.k12.ct.us

D. Additional Requirements

Proposal shall confirm the following in writing:

1. Insurance Coverage

The Contractor shall purchase the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect and indemnify Town of Bethel and Bethel Board of Education from all claims which may arise out of or result from the Contractor's obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide Town of Bethel and Bethel Board of Education with certificates of insurance prior to commencement of the work, describing the coverage and providing that the insurer shall give Town of Bethel and Bethel Board of Education written notice at least ten (10) days in advance of any termination, expiration or changes in coverage.

CONTRACTOR'S costs for all CONTRACTOR insurance required by the contract shall be included in its Total Bid Price and shall include only the CONTRACTOR'S direct and actual costs for such insurance, without any mark-ups by either the

CONTRACTOR or SUBCONTRACTORS of any tier.

If any of the listed insurances are not applicable to the goods/services provided please state that and why.

Worker's Compensation

Contractor shall provide worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease; and a policy limit of \$1,000,000. Such policy shall contain a "waiver of our right to recover from others endorsement" in favor of the Town of Bethel and Bethel Board of Education.

Commercial General Liability Insurance

Contractor shall provide a commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance carried by the Town of Bethel and Bethel Board of Education. Such Policy shall name the Town of Bethel and Bethel Board of Education as an Additional Insured with respect to claims arising out of the Contractor's negligence or for the negligence of those for whom the Contractor is responsible, by endorsement, ISO Forms CG2010 and CG 2037 or their equivalent.

Commercial Automobile Insurance

Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

Umbrella Liability Insurance

Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits and coverage described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

2. Independent Contractor

All activities performed by the Contractor and its agents, employees or representatives are, for all purposes under this Agreement, performed as an independent contractor and not as an employee of Town of Bethel and Bethel Board of Education and neither the Contractor nor its employees shall be entitled to any benefits to which employees of Town of Bethel and Bethel Board of Education are entitled including, but not limited to, worker's compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave.

3. Indemnification

The contractor shall indemnify and hold harmless the Town of Bethel & Bethel Board of Education and its agents and Employees from and against all claims, damages, losses and expenses, including Attorney's fees arising out of, or resulting from the performance of the work.

E. Exceptions to RFP Requirements Herein

Provide a detailed list with explanations of any and all exceptions being made in the proposal.

PROPOSAL REVIEW AND CONTRACTOR SELECTION PROCESS

A. Selection

The BPC/TFD will review the responses for compliance with the required documentation to determine responsiveness. The responsive submittals will then be evaluated based on the responses to specifics outlined in this RFP/RFQ, including but not limited to the following criteria:

- Price
- Experience with work of similar size and scope with successful outcomes
- Past performance/ References
- Project schedule
- Warranty offered on equipment and labor
- Other criteria specific to the project

The BPC/TFD may narrow the list of applicants and schedule follow up questions as they deem necessary. Public Law 08-169 requires the Selection Committee to make an award "...from a pool of not more than the four most responsible qualified proposers..." The "most responsible qualified proposer" is the proposer " ... who is

qualified by the awarding authority when considering price and the factors necessary for faithful performance of the work based on the criteria and scope of work included in the request for proposals.”

B. Right to Reject Submissions

The Town/BPC/TFD may at any time prior to the selection of a respondent reject any and all proposals and cancel this RFQ/RFP, without liability therefore, when doing so is deemed to be in the Town’s best interests. Further, regardless of the number and quality of proposals submitted, the Town/BPC/TFD shall under no circumstances be responsible for any respondent’s cost, risk and expenses. The Town accepts no responsibility for the return of successful or unsuccessful proposals. This RFQ/RFP in no way obligates the Town/BPC/TFD to select a respondent.

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, Bethel will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither Bethel nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The Town and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine 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 findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.
- 3.3 All firms downloading the RFP electronically must notify STV|DPM by email at geralyn.hoerauf@stvinc.com . Clarifications will be provided via email and forwarded to all recipients of the RFP.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Documents related to Furniture, Fixtures and Equipment, Technology Equipment or Security as outlined in the Bid Packages must be submitted in writing to Theresa D. Yonsky at vonskyt@bethel.k12.ct.us at least seven (7) calendar days before the date herein set for the opening of Bids.
- 4.2 Bethel will issue written clarifications or interpretations by Addenda not later than **four (4) calendar days before the date herein set for the opening of Bids**. Only information issued by Bethel written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect. In Bethel's sole discretion, Addenda may be mailed via certified mail, with return receipt requested, overnight delivery, or facsimile to all parties recorded as having received the Bid Documents.

- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda in the Bid Form and the Bidder shall list therein all written Addenda number(s) issued.

ARTICLE 5. PRE-BID CONFERENCE

- 5.1 NONE

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form and Bid Form Matrix Sheets included in Sections 004100 of the Bid Documents. The Bid Form and Bid Form Matrix Sheets shall be removed from the Bid Documents, filled in as required below, and submitted to Bethel. Bidders must fill in all blank spaces on the Bid Form and Bid Form Matrix Sheets, including without limitation unit prices, add alternates, extended prices and total price, or the Bid will not be considered and shall be void.
- 6.2 Bid Forms and Bid Form Matrix Sheets shall be completed in ink or by computer. The Bid price of each item on the form shall be stated in 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. **Please make sure the math is correct.**
- 6.3 All names shall be typed or printed along with the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 Bid Proposal Forms and supporting materials must be submitted to the Town of Bethel Procurement Committee by email at cunninghaml@bethel-CT.gov with Johnson School RFP FF&E 2020-100 noted in the subject line by the deadline. No hard copies are required.
- 6.6 One (1) copy of the complete response must also be submitted electronically to STV|DPM at geralyn.hoerauf@stvinc.com.

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The Town of Bethel, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of the Town of Bethel, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening.

The Town of Bethel is not responsible for Bids delayed by technical difficulties and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled for the opening of Bids.
- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the opening of Bids shall not be considered. Once bids are opened, 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 opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A purchase order may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the Town of Bethel.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the Town of Bethel reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the Owner's best interest to do so. Owner reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid, which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The Town of Bethel reserves the right to reject the Bid of any Bidder that is considers not to possess the qualities set forth in the RFP and bid documents.

ARTICLE 10. PURCHASE ORDER AWARD AND EXECUTION OF CONTRACT

- 10.1 A purchase order(s) will be issued within sixty (60) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the Town of Bethel 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.
- 10.3 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, excluding Saturdays, Sundays and legal holidays, thereafter, 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 the Town of Bethel. Thereafter, upon all required reviews, approvals, and signature, the Town of Bethel will deliver one fully signed copy of the contract to CONTRACTOR a written notice to proceed.

ARTICLE 11. ACCESS TO SITE

11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

13.1 Insurances shall be carried as stated earlier in the RFQ/P

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

14.1 BIDDER agrees and covenants that the purchase order time shall commence upon issuance and terminate upon final acceptance of the work, unless the purchase order provides otherwise.

ARTICLE 15. BID DOCUMENTS.

15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Project Manual.

END OF SECTION

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 0: SUCCESSFUL BIDDER'S SCOPE OF SUPPLY

The successful bidder shall, when provided an Owner's written notice of lowest responsible bidder status and upon joint execution of a formal written purchase order:

Shall (a) Deliver to a specified indoor location at Johnson School acceptable to the Owner [tailgate delivery shall not be permitted]; and (b) uncrate, unpack or otherwise remove from all shipping containers, pallets, etc. outside of the facility; and (c) provide all required handyman/laborer tools for, and fully assemble all furniture and equipment per manufacturer recommendations and instructions; and (d) move and position all furniture and equipment to locations set forth in the drawings and specifications; and (e) perform any required utility connections and hookups; and (f) remove all crates, packing materials, shipping containers, pallets, etc. from the School property and dispose of said items in a proper and acceptable manner. The above tasks are collectively referred to in the bid documents and herein as the "delivery".

ARTICLE 1: CONTRACT DOCUMENTS

- 1.1 A Purchase Order if awarded shall include without limitation the Invitation to Bid, Bid Form, The Statement of Bidder's Qualifications, Bid Specifications, Drawings, Quantity/Specification Matrix and Location Requirements (collectively the "Contract Documents").
- 1.2 The Contract Documents are to be considered as one, and whatever is called for by one shall be as binding as if called for by all. Any discrepancies or questions as to quantities of any items listed in the Specifications and/or shown on the Drawings shall be immediately brought to the attention of the Architect for correction. Any such discrepancies, not corrected by Addenda, shall be resolved on the basis of furnishing the greater quantity and/or quality without change in contract price.
- 1.3 **CODE COMPLIANCE REQUIREMENTS**
 - A. In order to meet the needs of persons with disabilities, when applicable all items shall comply with the current Connecticut Building Code including 2003 ICC/ANSI A117.1, Section 504 Rehabilitation Act 1973 including the 2010 ADA Standards for Accessibility Design and Section 504 Regulations, and the Americans with Disabilities Act Title II including the 2010 ADA Americans with Disabilities Act Accessibility Design and ADA Regulations.
 - B. Accessible knee/toe clearances shall be a minimum of: 30" wide, 27" high (24" child) and 19" deep. Dining surfaces and work surfaces used primarily for children 5 years and younger are exempt of knee height restrictions, but must provide a side approach to said work surfaces.

- C. Compliance with the current Connecticut Fire Safety Code and current O.S.H.A. – Title 29/Labor is also required when applicable.
- D. The “items” shall include, but are not limited to fixtures, furnishings, equipment, Work stations (including built-ins), laboratory fume hoods, darkroom equipment, welding stations, shop equipment, etc.
- E. To ensure attachment of FF&E and Technology Items where “items” are attached to wall, ceiling, and/or floor, specifications shall require contractor to provide information adequate for Architect to verify that fixtures, furnishings and equipment attached to wall, ceiling and/or floor are attached securely. Review may be implemented during submittal process.

ARTICLE 2: AWARDING OF CONTRACTS AND PAYMENTS

2.1 Invoices for Payments:

- A. Each supplier's invoices for payments for materials delivered or work completed shall be made out to the Town of Bethel, attn.: Purchasing Agent/Comptrollers Office.
- B. Invoices for must be mailed to the Purchasing Agent as stated on the PO and also emailed to STV|DPM for review. All invoices are approved by the building committee at a regularly scheduled meeting prior to payment processing.
- C. The Town of Bethel will not be responsible for any delays in payment if invoices are not submitted to the correct addresses.

2.2 Stored Materials: Invoicing for materials or equipment purchased or fabricated and stored off- site but not yet installed (phased delivery only) must be submitted with the following documentation:

- A. Copies of all invoices from the supplier showing the total value of the material that is being stored off site.
- B. An Insurance Certificate from your agent showing full value of items plus 10% listing specifically what the material is and where it is stored.
- C. An executed Security Agreement (copy can be provided)
- D. An executed Bill of Sale (copy can be provided)
- E. UCC1 Form must be filled out (copy can be provide) and mailed with fee to the Secretary of State.

2.4 To be eligible for payment of stored materials the materials must be stored at the Contractors place of business or a pre-approved location, be segregated from other materials and clearly marked with the project name.

2.5 Each Bidder shall submit with its bid, a project schedule indicating, for each

manufacturer, critical deadlines required for the Bidder to guarantee the installation dates noted in the Invitation to Bid, including such items as receipt of purchase orders or contract, selection of colors and fabrics, shipping dates, delivery dates, installation durations, etc.

ARTICLE 3: PRECONSTRUCTION MEETINGS, SUBMITTALS, INSPECTION & EXAMINATION OF THE SITE

- 3.1 Before ordering any furniture and/or equipment, the successful bidder shall confirm all awarded items, including colors and finishes with the Owner's Representative, STV|DPM. After any submittals have been approved, the Owner will coordinate with each Vendor to review project requirements: delivery/ installation schedule, coordination issues, parking and unloading constraints, clean-up and trash removal, etc.
- 3.2 Submittals may be required for certain item finishes. Submittals should be in order by group, with item number and quantity clearly marked accordingly. Fabric & color samples should be submitted for final review and approval, and all Model numbers must be included. **Even if bidding per specifications, submittals are still required for all items.**
- 3.3 The supplier shall be solely responsible for the accuracy of field dimensions. Any differences found shall be submitted to Owner for review and approval before proceeding. No extra compensation will be permitted because of differences between actual dimensions and measurements indicated on the Project Drawings.

ARTICLE 4: ONSITE PRODUCT HANDLING

- 4.1 The successful bidder is required to uncrate and assemble furniture and equipment outside the new school building. Removal of packaging and packing materials will not be permitted within spaces of the new school facility. It will be the successful bidder's responsibility to provide temporary protection in case of inclement weather during furniture or equipment packing material removal and assembly.
- 4.2 The successful bidder is responsible for details and dimensions not controlled by job conditions. All required field dimensions beyond his control should be communicated to the Architect through either Shop Drawings or other method. The successful bidder shall cooperate to establish and maintain these field dimensions.
- 4.3 The successful bidder shall take all required precautions to protect furniture and equipment against damage, theft and deterioration on the site and shall respect the work of others. Any additional damage incurred to the work of others shall be promptly repaired or replaced at the expense of the successful bidder. All items shall be left in the proper location within the

building and completely assembled, polished, cleaned, and in proper operating condition, inclusive of utility connections and hookups.

- 4.4 Storage of Furniture, and/or Equipment prior to installation is the sole responsibility of the supplier as on-site storage is limited.
- 4.5 All items specified herein shall be delivered in an undamaged condition as packaged by the manufacturer, with the manufacturer's seal and label intact.

ARTICLE 5: PRODUCTS AND MATERIALS

- 5.1. All materials furnished shall be provided by a manufacturer regularly engaged in the manufacture or production of these products.
- 5.2 Materials shall conform to all applicable and current specific local, state and federal regulatory safety codes and Specifications.
- 5.3 Product & Manufacturer:
 - a. Standard: Where specifications include a list of manufacturers' names, provide only a product by one of the manufacturers listed that complies with the requirements. Other Manufacturer's will not be considered.
 - b. Non-Standard: Where Specifications only list one manufacturer, provide a product by the manufacturer listed or an equivalent/equal product that complies with the requirements.

Vendors must include specifications of any alternate manufacturers in the bid in order to be considered. If specifications are not included the bid will be considered non- responsive.

- 5.4 The intent of this Section is to insure the installation of quality furniture and/or equipment as listed. The Owner shall be the judge as to the acceptability of any other than that specified.
- 5.5 The successful bidder(s) for all FFE shall coordinate delivery with the Owner's Representative, STV|DPM, Attn: Rick Davidow, (860) 772-3011. The vendors shall notify the Owner's Rep in writing of the items ready and scheduled for shipment. The vendor's delivery schedule must be approved by the Owner's Rep, otherwise delivery may be denied.
- 5.6 The vendor and/or installers are to report onsite to STV|DPM prior to unloading or installing any furniture, equipment or technology equipment. Construction personnel, School District personnel, and the Architect will not be authorized to receive product.

- 5.7 The vendor and/or installer shall provide moving equipment appropriate for the floor finishes encountered. The vendor shall provide protection of all finished surfaces. This shall include, but not be limited to: pavement, curbs, sidewalks, floors, doors and frames, walls, ceilings, elevators or other surfaces that may be impacted by the work of the vendor and/or installer. Payment for repairs required for damages caused by the vendor and/or installers is the responsibility of the vendor.
- 5.8 Partial Owner Occupancy: Owner may occupy the premises during the installation period and construction activities may be ongoing. Cooperate with Owner during installation to minimize conflicts and facilitate Owner usage. Perform the work so as not to interfere with Owner's or Contractor's operations. Maintain existing exits, unless otherwise indicated.
- 5.9 Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
- 5.10 Provide no less than 72 hours notice to Owner's Rep. of activities that will affect Owner's operations.

ARTICLE 6: INSTALLATION AND ASSEMBLY

- 6.1 Install all items in accordance with the Drawings, Specifications, and/or verbal direction from the FF&E Coordinator or Technology Installation Manager.
- 6.2 All freight claims & signage will be the responsibility of the installer. All delivery receipts must be marked on arrival for any concealed damage claims to be effective. Any damages after the initial seven-day period will be the sole responsibility of the installer. Notice of any damaged items must be determined as replaceable at 100% as new.
- 6.3 All equipment having accessories (i.e. shelving, etc.) shall be unfastened from shipping position and placed as appropriate for their use. All Keys for locks shall be taped inside the furniture. All Industrial shelving must be secured to the building. Cost for installation must be included in the bid.
- 6.4 Vendors are responsible for supplying the **installation crew with plans & distribution list** for correct placement. The use of the Owner's documents will not be permitted.
- 6.5 All delivery shall be performed in a workman like manner with skilled labor in accordance with manufacturer's instructions.

- 6.6 Vendors may be required to demonstrate & provide school staff with training session(s) on all equipment, at times and places scheduled through the Owner's Rep. More than one session or several hours may be required.
- 6.7 It shall be the responsibility of the vendor to adjust all furniture equipped with adjustable glides or leveling devices such that they are level and true. All height adjustable furniture and equipment is to be installed at the set height at the direction of the Owner. All furniture and equipment having height adjustment devices requiring Allen, Hex-Head, or Set Screw Wrenches, or other special tools, are to be provided to the owner.
- 6.8 Where the work involves mounting or anchoring equipment to walls, the contractor is required to use responsible mounting methods so as not to damage work that may be located behind and within the wall (such as piercing a vent or duct). Any holes drilled in error must be reported to the Owner, and patched and painted by the contractor to match the adjoining surfaces.
- 6.9 Furniture & equipment delivered and stored temporarily until distribution and/or permanent installation by the vendor and/or installer will be the sole responsibility of the said vendor/installer. The Owner, Construction Manager, Program Manager, and its employees will not be responsible for FF&E and Technology equipment damaged, lost or stolen.

ARTICLE 7: CLEANING, MAINTENANCE AND ACCEPTANCE

- 7.1 All wrapping, scrap and debris resulting from this work shall be removed from the premises by Vendors on a **daily basis**. Use of the Construction Manager or Owner's dumpsters **is not permitted**. The vendor shall then carefully and thoroughly clean, to Owner's approval, the entire installation.
- 7.2 The vendor shall be responsible for furnishing the services of a competent representative to demonstrate and instruct the Owner's representative of the proper operating and maintenance procedures.
- 7.3 Provide, **two (2)** bound copies of an operation and maintenance manuals that includes the following in order by group and item number: emergency instructions, spare part list, copies of all warranties and bonds, wiring diagrams, and shop drawings & product data on each item.

- 7.4 Final review for written acceptance of the delivery will commence subsequent to written request by the vendor to the Owner's Rep stating bidder's completion of its work in compliance with the drawings and specifications.

ARTICLE 8: CORRECTIONS AND GUARANTEES

- 8.1 All work and equipment and any items found not in conformance with the contract documents shall be repaired or replaced promptly without additional charge.
- 8.2 Defective or rejected equipment shall be temporarily repaired by the successful bidder to permit use until suitable replacement is replaced.
- 8.3 **All products shall be guaranteed, for a period of one (1) year from date of written acceptance by the Owner.**
- 8.4 Guarantee(s) shall be submitted in writing with the Bid response and shall cover both material and installation.
- 8.5 Each vendor agrees to remedy all punch list items within 2 weeks of issuance of said list. If a vendor is unable to remedy any item due to occupancy, then the vendor agrees to perform the work during non-occupancy hours, including, but not limited to 2nd shift, 3rd shift, weekends and/or holidays. If the punch list work remains incomplete at the end of said 2 week period, the Owner's Rep will have those items remedied at the expense of the vendor, unless otherwise reviewed.

ARTICLE 9: CONTRACT CLOSEOUT

- 9.1 NA.

ARTICLE 10: SCHEDULE CONSTRAINTS

- 10.1 Furniture, Fixtures & Equipment delivery and installation will be scheduled for August 2020
- 10.2 All delivery and installations will be conducted during normal business hours: 7:00am to 3:30pm. The Owner reserves the right to revise these dates in consultation with the vendor.
- 10.3 All premium costs required by the vendor to perform the work that is required

during the non- school hours and/or to comply with the completion dates on the construction schedule are to be included in the Supplier's base bid. Additional Supplier costs related to the use of overtime or additional personnel necessary to complete the work within the stated time completion will not be considered after the award of Contract.

END OF SECTION