

# VOID – No Award

**INVITATION TO BID  
BID NO. 9893  
THEATRE EQUIPMENT  
ATHENS AND TROY HIGH SCHOOLS  
TROY SCHOOL DISTRICT**

The Troy School District will receive firm, sealed bids for furnishing and delivering Theatre Equipment for both Athens and Troy High School, for Troy Schools.

Specifications and proposal forms can be obtained online at <http://www.troy.k12.mi.us>. From the main page click the “Business Services” tab listed under “Departments”, then click “Purchasing” and scroll down to locate and access the bid document.

Your proposal and two copies marked “**Bid No. 9893 Theatre Equipment**” must be delivered no later than 2:00 pm., Wednesday, October 23, 2019, Troy School District, Administration Building, 4400 Livernois, Troy, MI, 48098, Attn: Todd Hensley, Purchasing Supervisor, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted.

All questions regarding the bid specified, or the bid terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than noon, Tuesday, October 15, 2019, at no other time prior to the bid opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: [PurchasingOffice@troy.k12.mi.us](mailto:PurchasingOffice@troy.k12.mi.us).

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid proposal. The bid proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Troy School Board or the Troy School Districts Superintendent. Also, a sworn and notarized Affidavit of compliance for the Iran Economic Sanctions Act certifying the vendor does and will comply with Public Act 517 of 2012 shall accompany all proposals. Both forms will be enclosed in the specification’s booklet that shall be used for this purpose. The District will not accept a bid proposal that does not include these sworn and notarized disclosure statement.

In accordance with Michigan Compiled Laws Section 129.201, successful bidders whose proposals are \$50,000 or more, for any bid category, will be required to furnish a U.S. Treasury Listed Company Performance and Payment Bond in the amount of 100% of their bid. The cost of the Bond shall be identified within each proposal.

The Troy Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

Purchasing Department  
Troy School District  
Troy, MI 48083

## INSTRUCTIONS TO BIDDERS

### PROPOSAL/INTENT

1. The Troy School District will receive firm, sealed bids for furnishing and delivering Theatre Equipment for both Athens High School and Troy High School.
2. Proposals will be submitted only on the forms provided, will be enclosed in a sealed envelope marked with the name of the bidder, the title of the work and must be delivered to Troy School District, Administration Building, 4400 Livernois, Troy, MI, 48098, Attn: Todd Hensley, Purchasing Supervisor, no later than 2:00 pm, Wednesday, October 23, 2019, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted. Oral, telephone, fax or electronic mail bids are invalid and will not receive consideration. Submit one original and two copies.
3. Proposals will be made in conformity with all the conditions set forth in the specifications. All products must conform to the specifications.
4. Questions must be received no later than noon, Tuesday, October 15, 2019.
5. Bidder shall be reputable and a recognized organization, with at least five (5) years successful experience on work of this type and scope, of equal or better quality than this project.
6. References in the specifications to any article, product, material, fixture, form or type of construction, etc., by proprietary name, manufacturer, make or catalog number will be interpreted as establishing a standard quality of design and will not be construed as limiting proposals.
7. A completed Familial Disclosure and an Iran Economic Sanctions form must be included with each proposal submitted or the proposal will not be accepted, please note these forms must be notarized.
8. The Troy Board of Education reserves the right to accept or reject any or all proposals either in whole or in part; to waive any irregularities and/or informalities; and in general to make awards or cancel this proposal, if deemed to be in the best interests of the owner.

### SCOPE

This specification includes furnishing and delivering theatre equipment for Athens High School, 4333 John R, Troy, MI 48085 and Troy High School, 4777 Northfield Pkwy, Troy, MI 48098, in accordance with the attached specifications.

### WARRANTY

All material and equipment will be guaranteed to be free from defects in both workmanship and materials for no less than one year from date of receipt/installation. If manufacturer warranty exceeds this minimum requirement, the manufacturer warranty will prevail. Any item(s) found to be defective will be replaced or repaired within seven working days at Vendor(s) expense.

### WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the scheduled time for receipt of bids. No proposal may be withdrawn until after 45 days after bid opening.

### FIRM PRICING

Unit pricing will prevail when computing total quantity on bids. No price allowance or extra consideration on behalf of the bidder will subsequently be allowed by reason of error or oversight on the part of the bidder. The successful bidder(s) will hold bid prices firm for all purchase orders placed for a period of approximately one full year.

### TAXES

Troy School District is not automatically exempt from State of Michigan Sales and Use Taxes. The District must pay these taxes when materials are to be incorporated into reality. Materials that are permanently attached, built-in, incorporated or otherwise made part of the structure all applicable taxes shall be paid by the Vendor. Troy School District shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Troy School District.

### DELIVERY

All shipments will be F.O.B. delivered to Athens High School, 4333 John R, Troy, MI 48085 and Troy High School, 4777 Northfield Pkwy, Troy, MI 48098.

### INSURANCE REQUIREMENTS

The Contractor shall protect, defend and indemnify the Owner, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs of whatsoever kind and nature which may result in injury or death to any persons, and for any result in injury or death to any person, and for loss or damage to any property, including property owned or in the care, custody, or control of the Owner in connection with or in any way incident to or arising out of the occupancy, use, with this Agreement resulting in whole or in part from negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or any Subcontractor.

The Contractor shall maintain, at its expense, during the term of this contract the following insurance:

- a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.
- b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent contractors, and contractual liability coverage. The policy shall be endorsed to provide sixty (60) days written notice to the District of any material change of coverage, cancellation, or non-renewal of coverage.
- c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Contractors.
- d) Owner's Contractor's Protective Policy-comprehensive in the name of the Owner, with a minimum combined single limit of \$1,000,000 per occurrence in the same amount for bodily injury or property damage.
- e) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.

- f) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A rating by AM Best.
- g) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this contract.

#### COMPLIANCE WITH SCHOOL SAFETY INITIATIVE LEGISLATION

Meeting the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 80.1230a, 380.1230c, 380.1230d and 380.1230g.

The Bidder acknowledges and agrees that the Bidder will have any and all of its installation personnel (including sub-contractors) subjected to criminal history and background checks. **Personnel that fall into this group will be working on District premises for more than one continuous week.** Criminal history and background checks will be done within a year of the beginning of the project and should be completed before worked begins on this project.

The Bidder is required to provide written documentation listing all personnel who fall into the group indicated in the above paragraph. The documentation will also verify that none of the personnel have a “listed offense” as indicated below. This documentation is to be provided before the beginning of the project and updated as necessary for any additions or subtractions from the list as long as the project lasts.

The Bidder shall indemnify, defend and hold the District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney’s fees and actual expert witness fees, arising out of or in connection with any violation of, or the Bidder’s failure to comply with the above paragraphs.

The Bidder shall be responsible for all costs and expenses associated with the above-required criminal history and background checks.

#### LISTED OFFENSES

1. MCL 750.145a - Accosting, enticing or soliciting child (less than 16 years of age) for immoral purposes.
2. MCL 750.145b - Accosting, enticing or soliciting child (less than 16 years of age) immoral purposes – second or subsequent offenses.
3. MCL 750.145c - Involvement in child sexually abusive activity or material, including possession of child sexually abusive material (“child” is a person less than 18 years of age who has not been legally emancipated.)
4. MCL 750.158 - Crime against nature (i.e., sodomy and bestiality) if the victim is an individual less than 18 years of age.
5. A third of subsequent violation of any combination of the following:
  - a. MCL 750.167(1)(f) - indecent or obscene conduct in a public place;
  - b. MCL 750.335a - indecent exposure;
  - c. A local ordinance of a municipality substantially corresponding to a section described in (a) or (b), *supra*.
6. Except for juvenile disposition or adjudication, a violation of:
  - a. MCL 750.338 - gross indecency between males; fellatio or masturbation;
  - b. MCL 750.338a - gross indecency between females; oral sex;
  - c. MCL 750.338b - gross indecency between male and female persons; if the victim is an individual less than 18 years of age.
7. MCL 750.349 - Kidnapping, if victim is an individual less than 18 years of age.

8. MCL 750.350 - Kidnapping; child under 14 years of age with intent to detain or conceal from child's parent or legal guardian.
9. MCL 750.448 - Soliciting or accosting by a person 16 years of age or older, if victim is an individual less than 18 years of age.
10. MCL 750.455 - Pandering
11. MCL 750.520b - First degree criminal sexual conduct.
12. MCL 750.520c - Second degree criminal sexual conduct.
13. MCL 750.520d - Third degree criminal sexual conduct.
14. MCL 750.520e - Fourth degree criminal sexual conduct.
15. MCL 750.520g - Assault with intent to commit criminal sexual conduct.
16. Any other violation of a law of the state or a local ordinance of municipality that by its nature constitutes a sexual offense against an individual who is less than 18 years of age.
17. MCL 750.10a - Offense by sexually delinquent person (i.e., "any person whose sexual behavior is characterized by repetitive or compulsive acts which indicate a disregard of consequences or the recognized rights of others, or by the use of force upon another person in attempting sexual relations of either a heterosexual or homosexual nature, or by the commission of sexual aggressions against children under the age of 16").
18. An attempt or conspiracy to commit an offense described in (1) through (17).
19. An offense substantially similar to an offense described in (1) through (17) under a law of the United States, any state, or any country or any tribal or military law.

#### TERMINATION BY THE DISTRICT FOR CONVENIENCE

The District may, at any time, terminate the Contract for the District's convenience and without cause.

Upon receipt of written notice from the District of such termination for the District's convenience, the Contractor shall:

- a) Cease operations as directed by the District in the notice;
- b) Take actions necessary, or that the District may direct, for the protection and preservation of the Work; and
- c) Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

#### Owner Is An Equal Opportunity Employer

The Owner is an Equal Opportunity Employer. Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order, Contractors and Subcontractors are obligated to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

#### Michigan Right to Know Law

Troy School District will comply with the Michigan Right to Know Law by informing Contractors of hazardous chemicals to which they may be exposed. All Contractors will be required to provide Material Safety Data Sheets for any hazardous chemicals brought to the workplace. The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act for the duration of the specified work.

#### Asbestos Hazard Emergency Response Act

As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act, each school district is responsible for providing contractors with information regarding locations of known or assumed asbestos containing material prior to the Contractor entering a building under the school district's jurisdiction. The successful bidder will be required to complete the school district's Contractor Notification forms.

### Notification of Assumed Lead-Containing Materials

The intent of this section is to formally notify all Contractors and Sub-Contractors applying for or bidding on work covered within this specification that, due to the age of the facilities within this District, there is the presumption that building components do contain lead-based paint pursuant to OSHA definition. The District has not conducted lead-based paint inspections. As a result, all Contractors and Sub-Contractors bidding must assume that building components do contain lead-based paint.

Furthermore, all awarded Contractors and Sub-Contractors shall be responsible to comply with all applicable Federal and Michigan State lead regulations including, but not limited to, 29 CFR Part 1926.62 of the OSHA Lead Construction Standard, (Part 603 of the Michigan State Standards). All costs associated with regulatory compliance shall be borne by the Contractor and/or Sub-Contractor.

### General Conditions

The District reserves the right to accept or reject any or all proposals, to waive irregularities, and to accept a proposal which, in the District's opinion, is in the District's best interest.

The District reserves the right to declare as non-responsive, and reject, any bid which is incomplete or where material information requested is not furnished, or where indirect or incomplete answers or information is provided.

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the District and/or the Administration Building is open.

Negligence in preparation, improper preparation, errors in, or omissions from, proposal shall not relieve a bidder from fulfillment of any and all obligations and requirements of the proposed Contract Documents.

The District expects that the awarded bidder will complete the work as outlined in the specifications for the amount bid by the bidder. Any additional costs above the amount bid and awarded, must be approved by the District in advance of any work.

Voluntary alternates for bids are acceptable but should NOT be put in the space for the Base Bid on the Bid Response Form but on an attached sheet, clearly labeled Voluntary Alternative. Such Alternates should be described in enough detail for the District to understand the Bidder's intent.

Owner may choose to conduct testing to verify correct products and installation. If the materials and installation are found not to be per spec, owner will require subsequent tests to be performed by Owners testing company at contractors' expense.

Any exceptions to the terms and conditions contained in this RFP or any special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP cannot be met by, or in the Contractor's opinion should not be applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and the requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the District.

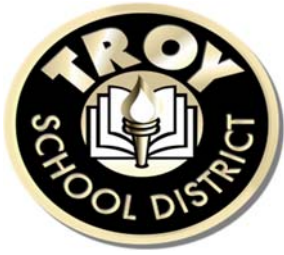
No responsibility shall attach to the District, or the authorized representatives of either one, for the premature opening of any proposal, which is not properly addressed and identified.

The Contract Documents, as outlined in the executed Agreement, shall imply the inclusion of the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the District or by any other person.

Opening and Awarding of Bids

Bids will be publicly opened and read aloud at the Troy School District Administration Building, 4400 Livernois, Troy, MI 48098, at 2:00 pm., Wednesday, October 23, 2019.

The recommendation for award will be submitted to the Board of Education at the regular Board of Education Meeting to be held on Tuesday, November 19, 2019.



**DUE:** 2:00 pm., Wednesday, October 23, 2019  
**PROPOSAL:** BID 9893 Theatre Equipment

We propose to furnish and deliver all materials and equipment, as per these specifications, to complete BID 9893 Theatre Equipment at Athens and Troy High Schools.

Quantity	Description	Unit Cost	Total Extended
2	Panasonic AW-RP50 - Sub-compact remote camera controller or equivalent.		
6	Panasonic AW-HE40S 30x Optical Zoom Lens – PoE+ SDI out BLACK or equivalent.		
2	TP-Li TL- SG1008PE Port Gigabit Desktop Rackmount Switch with 8-Port PoE+ or equivalent.		
6	Panasonic FEC- 40WM Professional PTZ Wall Mount or equivalent.		
2	HD-SDI Cable –150’ Each with BNC End Connectors West Penn 819BK or Belden 1505a or equivalent.		
2	HD-SDI Cable –100’ Each with BNC End Connectors West Penn 819BK or Belden 1505a or equivalent.		
2	CAT5e Cable – 150’ Each with BNC End Connectors CAT5e West Penn 4245GY or equivalent.		
2	CAT5e Cable – 100’ Each with BNC End Connectors CAT5e West Penn 4245GY or equivalent.		
2	HD-SDI Cable –200’ Each with BNC End Connectors West Penn 819BK or Belden 1505a or equivalent.		
2	CAT5e Cable – 200’ Each with BNC End Connectors CAT5e West Penn 4245GY or equivalent.		
<b>Grand Total</b>			<b>\$ _____</b>



Should the District decide to use a purchasing procurement card (Master Card) to pay the invoices, does your company charge a service fee? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, not the amount: \$ \_\_\_\_\_

BIDDER'S FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNED BY \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

VENDOR: LIST FIVE RECENT REFERENCES, PREFERABLY SCHOOL DISTRICTS:

_____ School District	_____ Person to Contact	_____ Phone Number
_____ School District	_____ Person to Contact	_____ Phone Number
_____ School District	_____ Person to Contact	_____ Phone Number
_____ School District	_____ Person to Contact	_____ Phone Number
_____ School District	_____ Person to Contact	_____ Phone Number

**Interested vendors will note in this space only any additional information, criteria or contingencies affecting their proposal, understanding that this additional information, criteria or contingency may be utilized in the evaluation process and subsequent award.**

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**SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT  
FAMILIAR DISCLOSURE AFFIDAVIT**

The undersigned, the owner or authorized office of the below-named contractor (the ‘Contractor’), pursuant to the familial disclosure requirement provided to Troy Schools, hereby represents and warrants that, excepts as provided below, no familial relationship exists between the owner or key employee of the Contractor, and any member of the Troy School Board or the Troy School Superintendent. A list of the School District’s Board of Education Members and its Superintendent may be found at <http://www.troy.k12.mi.us>.

List any Familial Relationships:

**Contractor:**

\_\_\_\_\_   
Print Name of Contractor

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

Its: \_\_\_\_\_

Subscribed and sworn before me, this \_\_\_\_\_ Seal:

day of \_\_\_\_\_, 20 \_\_\_\_, a Notary Public

in and for \_\_\_\_\_ County, \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Troy School District’s Request For Proposal, the “RFP”, hereby certifies, represents, and warrants that the Company and its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Company is awarded a contract by Troy School District as a result of the aforementioned RFP, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Troy School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

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NAME OF COMPANY

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NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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SIGNATURE

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DATE

## Acceptance of Proposal

The undersigned agrees to execute a Contract for work covered by this Proposal provided that he is notified of its acceptance within thirty days after the opening of the Proposal.

It is agreed that this bid will not be withdrawn until after forty-five (45) days after receipt of bids.

The undersigned affirms that the bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder(s) to maintain the prices of indicated work or prevent any other bidder(s) from bidding the work.

BIDDER'S FIRM NAME

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BUSINESS ADDRESS

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TELEPHONE NUMBER

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CELL NUMBER

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FAX NUMBER

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BY (SIGNATURE)

---

PRINTED NAME

---

TITLE

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SIGNED THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

E-MAIL ADDRESS

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