

Consolidated School District of New Britain

NBHS Weight Room Equipment and Installation

Bid Specification

Public Bid Opening Thursday April 17, 2025 at 9am at 250 John Downey Drive, New Britain, CT 06051

1.0 GENERAL INFORMATION:

No alleged "verbal interpretation" shall be held valid. No oral interpretations shall be made to any respondent as to the meaning of any of these documents or to be effective to modify and of the provisions of this request. Every request for an interpretation shall be made in writing via e-mail to Robert Smedley Smedley@csdnb.org by April 8, 2025 10am.

All questions received as above provided, and the decision regarding each, will be arranged as addenda. Any related addenda will be published on www.csdnb.org/bids and emailed to vendors, and shall become part of the contract. Prospective respondents may obtain a copy of the addenda, if any, via e-mail and/or online at the District's website at <http://www.csdnb.org/bids>

Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each respondent to determine whether any addenda have been issued and if so, whether the respondent has received a copy of each. Addenda issued during the bidding period shall supersede any previous information.

Bids received later than the date and time specified will not be considered. Amendments to or withdrawals of Bids received later than the date and time set for Bid opening will not be considered.

1.1 SCOPE OF WORK - PROPOSAL OVERVIEW

CSDNB is seeking a qualified firm to furnish and install various athletic style weight room equipment for use by the CSDNB student sports teams and physical education department classes. The equipment will be of new, professional quality, commercial use style equipment. Proper installation according to the manufacturer specifications and coordination with the construction manager/ owner is expected.

1.2 SPECIAL INSTRUCTIONS

Vendors responding to this RFQ must have sufficient staff to assure timely project completion. Substantial completion of installation is required by September 20, 2025. The bidders Project Manager must be experienced in educational facilities work and the public bidding environment, with emphasis on public school projects. Key consultants must also assign experienced personnel who are knowledgeable in this type of project. Selected bidder will have an established business within 80 miles of 110 Mill Street, New Britain, CT 06051.

Respondents are hereby notified that all proposal submittals and information contained therein are attached thereto shall become public information upon selection of the successful bidder.

Comprehensive responses to the RFP are expected. Additional information, not specifically requested, will be considered if provided.

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The District reserves the right to reject any or all proposals for any reason it determines to be in its best interest or, in the alternative, to abandon the selection process in whole or in part. The district is not obligated to select the lowest priced vendor or lowest price submission.

The District reserves the right to request additional information from any vendor at any time after proposals are submitted or opened.

No fee or mark-up may be charged for reimbursable expenses. Expenses of outside printing, copying and reproducible drawings shall be reimbursed at the vendors direct cost.

Please be advised that the person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the request.

1.3 PRODUCT SPECIFICATIONS

- A. All equipment will be delivered to New Britain High School - 110 Mill Street New Britain, CT 06051 - Lower level weight room (No Elevator access, 10 stairs for access only) to the owner as new, assembled and ready for use.
- B. The equipment will be of professional quality, commercial grade style equipment. Home gym equipment will not be accepted.
- C. All equipment is to be installed whether permanently anchored or free standing as required by manufacturer specifications and recommendations. Field coordination with the construction manager and flooring contractor will be required.
 - a. Note: Final floor will be ¾ inch rubber matting on top of existing ¾ rubber subfloor.
- D. All equipment will be commissioned and tested per manufacturer specifications and documented as safe for use to the owner in writing. Manuals and any manufacturer documentation shall be turned over to the owner when the project is complete.
- E. Color and Style/Logo printing for benches and floor mats will be determined in coordination with the owner from commonly available manufacture selections.
- F. Contractor is responsible for removal of all trash, packaging and shipping materials that are not actually part of the usable equipment.

1.4 WARRANTY PERIOD

- A. All equipment will be guaranteed free from defects and will be warranted for the manufacturer specified length of time at no cost to the owner.
 - a. Proof of manufacturer warranty on all equipment will be submitted to the owner.
 - b. All installation work will be warranted for 1 calendar year from the date of substantial completion.

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1.5 SPECIFIC EQUIPMENT

When not indicated, please reference Powerlift or equivalent and for accessory products please reference UMAX or Body Solid or equivalent. Equivalent product will require owner review and approval.

Item #	Qty	Description
1	10	Double Half Rack or Combo Rack w/ weight storage, chin up bars, possible other extensions (Powerlift)
2	15	Combo Bench w/headcover and custom logos (Powerlift Collegiate Series, Multi Angel Dumbbell Bench)
3	5	Glute/Hamstring Developer (Powerlift Posterior Chain Developer, Plate loaded)
4	1	Leg press (Plate Loaded)
5	1	Multi station cable pull machine with 4 stations
6	2	Platforms with custom logo- Olympic Platform (6' x 8' x 3") Rubber and wood combo.
7	1	Fixed barbell set with storage rack Rubber Curl Bars 20lbs - 110lbs
8	2	Coated Dumbbells set with rack 5-75lbs.
9	20	Olympic Bars Standard Olympic Bars used for Squat, Dead Lift, Power Clean and Bench
10	16	Olympic Set Urethane Olympic Plates (245lbs) 2 of each - 45lb, 35lb, 25lb, 10lb, 5lb, 2.5lb
11	16	Premium colored bumper set 230lb 2 of each - 45lb, 25lb, 20lb, 15lb, 10lb
12	1	Kettle Bell set with storage rack 4-36kg
13	1	Med Ball set with storage rack 8-20lbs Soft wall ball set of 10- 5lbs to 50lbs
14	1	Slam Ball set with storage rack Set of 10 - 4lbs to 30lbs
15	2	TRX bands
16	2	Weight sled
17	30 pairs	Safety collars for bars - LockJaw style or similar.
18	2	Storage for bands, yoga balls, foam rollers, yoga mats
19	2	Foam plyo box sets

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1.6 PROPOSAL SUBMISSION GUIDELINES AND FORMAT

All submissions shall be provided in person to Robert Smedley or mailed to 250 John Downey Dr. New Britain, CT 06052. Please label your subject line or envelope **“NBHS Athletic Training Room Equipment.”** Please include two (2) copies of your bid submission.

Bid packages are due by April 17, 2025 at 9am.

Approval of the selected responsible bidder is expected in May at the next regular scheduled New Britain Board of Education meeting.

All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Board of Education receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, canceled or modified, for sixty (60) days after the opening date, to give the District sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer. Upon award of the RFP, the winning respondent shall be bound by the proposal price throughout the contract period. An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

All proposals will be publicly opened and received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening. The District reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The District reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The District also reserves the right, if applicable, to award the purchase of individual items under this RFQ to any combination of separate proposals or proposers.

The District will accept the proposal that, all things considered, the District determines is in its best interests. Although price will be an important factor in most RFPs, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the District's interests, including compliance with the procedural requirements stated in this RFP. The District will not award the proposal to any business that or person who is in arrears or in default to the District with regard to any tax, debt, contract, security, or any other obligation.

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The award may be subject to further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the District any obligations. The District is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Board has obligations, only if and when a Contract is executed by the District and the proposer.

The Consolidated School District of New Britain and the City of New Britain are not responsible for any costs incurred by any Responder in connection with this RFP. The expenses incurred by any Responder in the presentation, submission, and presentation of their proposal are the sole responsibility of the Responder and shall not be charged to the Board of Education, the City of New Britain.

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued. A proposer's failure to have reviewed all information that is part of or applicable to this RFQ, including but not only any addenda posted on the District's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto. Each proposer is deemed to be familiar with and is required to comply with all federal, state, and local laws, regulations, ordinances, codes and orders that in any manner related to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFQ, and it is capable of performing the work to achieve the District's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize themselves with all conditions of the property before preparing its proposal.

The District reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the District in its sole discretion deems desirable.

1.7 WAGES AND SALARIES

- A. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage (**Federal Davis Bacon wages**) and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees; if the total amount of project is more than \$100,000 . (This is not state wages.) Please visit the the site listed here for information:
(dol.gov/agencies/whd/forms/wh347)
- B. The rates of pay set forth within the Contract Documents are the minimum to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.
- C. The bidder is advised of the requirement under this contract for compliance with the Federal Labor Standards Provisions including the "Anti-Kickback ACT" and Labor Standards for Ratios of Apprentices and Trainee to Journeymen (Exhibit B)

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1.8 GENERAL CONDITIONS

- A. Non-Discrimination and Affirmative Action - Respondent, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States of the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided by the Connecticut General Statutes Section 4a-60a.
- B. Tax Exemptions - The District is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. The District is exempt from State sales tax.
- C. Assigning, Transferring of Agreement - The successful Respondent is prohibited from assigning, transferring, converting, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.
- D. Advertising - The successful proposer shall not name the District in its advertising, news releases, or promotional efforts without the District's prior written approval. If it chooses, the successful proposer may list the District in a Statement of References or similar document required as part of its response to a public procurement. The District's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the District's endorsement of the successful proposer.
- E. W-9 Form - The successful proposer must provide the District with a completed W-9 form before Contract execution.
- F. Non-Employment Relationship - The District and successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.
- G. Amendment/Termination - The District may, before and after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the District determines it is in the District's best interest. Any such action shall be effected by a posting on the District website, www.csdnb.org. under "Departments", "Finance and Contracted Services". Each proposer is

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responsible for checking the District website to determine if the District has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

- H. The Consolidated School District of New Britain is exempt from the payment of federal excise taxes, as well as State of Connecticut sales tax. Such taxes should not be included in the bid prices.

1.9 CRITERIA FOR EVALUATING PROPOSAL SUBMISSIONS

- A. The Facilities Department will evaluate the proposals for equipment specifications and pricing.
- B. Although price will be an important factor in most RFPs, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the District's interests, including compliance with the procedural requirements stated in the RFP.
- C. Alternative submissions of products will not be accepted unless previously approved by the owner.

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2.0 INSURANCE REQUIREMENTS (For onsite services or Construction work)

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the District from requiring additional limits and coverage to be provided under the Contractor's policies.

Minimum Scope of Limits of Insurance

The Contractor awarded shall agree to maintain in force at all times during the contract the following minimum coverages and shall name "The City of New Britain and the Consolidated School District of New Britain" as an Additional Insured on a primary and noncontributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

General Liability	(Minimum Limits)
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	
Combined Single Limit Including Hired /Non Owned Auto Liability	\$1,000,000
Professional Liability	
Each Claim or Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Umbrella	
Each Occurrence	\$1,000,000
(Excess Liability)	
Aggregate	\$1,000,000

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 is 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.

Workers' Compensation and employers' Liability	WC Statutory Limits
EL Each Accident	\$1,000,000
EL Disease Each Employee	\$1,000,000

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EL Disease Policy Limit \$1,000,000

The Contractor must provide a current Certificate of Insurance to the Consolidated School District of New Britain prior to commencement of work. The Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be canceled, limits reduced or coverage altered, 30 days written notice must be given to the Consolidated School District of New Britain.

Valuable Papers Insurance

The Contractor shall secure and maintain until the complete design has been accepted by the Consolidated School District of New Britain and all original tracings, design computations, survey data, and other documents or data have been presented to the Consolidated School District of New Britain, a Valuable Papers insurance policy to assure the Consolidated School District of New Britain that all records, papers, maps, statistics, survey notes, all tracings, design and other data or documents related to the Project will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. The Contractor shall retain in its possession duplications of all survey plans and field notes.

The Contractor shall retain in its possession duplications of all products of its services under this Agreement if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000.00) when the insured items are in the Contractor's possession, and in the amount of Twenty Thousand Dollars (\$20,000.00) regardless of the physical location of the insured items.

Subcontractors

The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the Consolidated School District of New Britain as required herein.

Aggregate Limits

Any aggregate limits must be declared to and be approved by the Consolidated School District of New Britain. It is agreed that the Contractor shall notify the Consolidated School District of New Britain whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein.

Any premium for such shall be paid by the Contractor.

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Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the Consolidated School District of New Britain. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Waiver of Governmental Immunity

Unless requested otherwise by the Consolidated School District of New Britain, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Consolidated School District of New Britain.

2.1 BID PROTEST PROCEDURES

CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN PROTEST PROCEDURE

A. Submission of Protest

1. In the event a bidder wishes to protest the award of a bid, the protesting party may submit a protest to the Chief Operations Officer within five (5) business days after the delivery of bid results, in writing, setting forth the basis on which the protesting party challenges a contract awarded by the selection committee.
2. A protest must be submitted to the Chief Operations Officer at the address provided in the RFP and include the following:
 - a. Name, address, e-mail address and telephone number of the protesting party.
 - b. Bid, proposal, or contract number.
 - c. Detailed statement of the legal and factual grounds for the protest, including a description of resulting prejudice to the protesting party.
 - d. Copies of all relevant documents.
 - e. Request for a determination by the Chief Operations Officer.
 - f. Statement of the relief requested.
 - g. Information establishing that the protest was timely filed in accordance with this protest procedure.
3. The successful bidder may, but is not required to, file an answer to the protest with the Chief Operations Officer. Any answer by the successful bidder must be postmarked no later than ten (10) business days after the successful bidder's receipt of the protest.
4. Any untimely protest will not be considered and will be returned to the protesting party.

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B. Review of Protest and Determination:

1. Upon receipt of the protest, the Chief Operations Officer shall review the protest, supporting documents, and any other documents, including an answer by the successful bidder, if any, and issue a written determination within forty-five (45) business days after receipt of the protest. The protest office may take any action or make any requests he or she deems necessary to investigate the protest, including extending the time to issue a decision to obtain all evidence and other pertinent information.
2. A conference with respect to the protest shall be scheduled by the Chief Operations Officer and shall be attended by their designee and such other persons as the Chief Operations Officers shall deem be required to attend. The subject matter of the conference shall be limited to the reasons for the protest specified in the written request for the conference. The conference shall also include a discussion of the notice of determination with the reason(s) upon which it is based. The protesting party shall be advised their right to appeal an unfavorable determination.

C. Appeals

1. The determination rendered by the Chief Operations Officer to resolve the protest shall be the conclusive and final determination of the protest, unless, within ten (10) business days after the protest conference, an appeal is postmarked by the protesting party or successful bidder. The appeal shall be in writing and sent to the appeals officer at the address provided for in the bid or proposal, or as provided at the protest conference. The successful bidder may, but is not required to, submit an answer or further documentation in opposition to an appeal filed by the protesting party.
2. The appeals officer will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the disputed procurement action prior to issuance of a formal dispute decision.
3. No evidence or information may be introduced or relied upon in the appeal that has not been presented to the Assistant Director of Finance. The appeals officer shall review the appeal and supportive documents. The appeals officer will issue a written decision within ten (10) business days of receipt of the appeal. The appeals officer may take any action or make any requests he or she deems necessary including extending the time to issue a written determination. A copy of the written determination, stating the reason(s) upon which it is based shall be sent to the protesting party and the successful bidder by mail. The determination of the appeals officer shall be the District's conclusive and final determination of the protest.

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Bid Price Sheet Page 1 of 2

Item #	Qty	Description	Price Each	Extended Price
1	10	Double Half Rack or Combo Rack w/ weight storage, chin up bars, possible other extensions		
2	15	Combo Bench w/headcover and custom logos		
3	5	Glute/Hamstring Developer		
4	1	Leg press		
5	1	Multi station cable pull machine		
6	2	Platforms with custom logo		
7	1	Fixed barbell set with storage rack		
8	2	Coated Dumbbells set with rack 5-75lbs.		
9	20	Olympic Bars		
10	16	Olympic Set Urethane Olympic Plates (245lbs)		
11	16	Premium colored bumper set 230lb		
12	1	Kettle Bell set with storage rack 4-36kg		
13	1	Med Ball set with storage rack 8-20lbs		
14	1	Slam Ball set with storage rack		
15	2	TRX bands		
16	2	Weight sled		
17	30 pair	Safety collars for bars - LockJaw style or similar. (Pair)		
18	2	Storage for bands, yoga balls, foam rollers, yoga mats		
19	2	Foam plyo box sets		
		Freight		\$ _____
		Installation		\$ _____
			TOTAL	\$ _____

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Bid Price Sheet Page 2 of 2

Project cost written in numbers: _____

Project cost written in words: _____

(Amount in "Total" box from previous page)

The above price totals and total project cost will remain valid for 90 days from the signed date below.

Required Acknowledgements:

_____ I acknowledge that all equipment shall be installed and ready for safe use by Sept. 20, 2025.
(initials)

_____ I acknowledge that access to the NBHS Weight Room is by stair only. Standard Loading Dock or ground level garage door access is available for equipment unloading into the building, but actual weight room space is a sub level accessible by 10 stairs only. No elevator or lift access is available.

_____ I acknowledge that addendum 1 was posted on April 2, 2025 and I have reviewed it.

Vendor: _____

Signed: _____

Date: _____

Printed Name: _____

Phone: _____