

REQUEST FOR PROPOSAL

DESIGN, MANUFACTURE AND INSTALL AN ULTRA HIGH DEFINITION SIGN

RFP #11/14/18

FOR

BRENTWOOD UNION FREE SCHOOL DISTRICT

BRENTWOOD, NEW YORK

DATED: November 14, 2018

**BRENTWOOD UNION FREE SCHOOL DISTRICT
PURCHASING DEPARTMENT
ADMINISTRATION BUILDING
BRENTWOOD, NEW YORK 11717
TELEPHONE: (631) 434-2227
FAX: (631) 434-2528**

BRENTWOOD UNION FREE SCHOOL DISTRICT
52 THIRD AVENUE
BRENTWOOD, NY 11717
NOTICE TO BIDDERS

The Board of Education of Brentwood Union Free School District of the Town of Islip, County of Suffolk, (in accordance with Section 103 of Article 5-A of the General Municipal Law) hereby invites the submission of sealed bids on:

RFP #: 11/14/18- Design, Manufacture and Install an Ultra High Definition Sign

Proposals will be received until:

11:00 A.M., on the 14th day of December 2018 at the Purchasing Department, located in the Administration Building, Third Avenue, Brentwood, New York at which time and place all proposals will be publicly opened and available for inspection. Specifications and proposal forms may be obtained at the same office. The Board of Education reserves the right to waive any informalities in the proposals, or to reject all proposals, or to accept any proposal which in the opinion of the Board of Education will be in the best interests of the School District.

BOARD OF EDUCATION
Brentwood Union Free School District
Town of Islip
Brentwood, L.I., New York

BY: _____
Frank J. Hark
Purchasing Agent

ADVERTISED: Long Island Business News
November 30, 2018

BRENTWOOD PUBLIC SCHOOLS

BIDDER'S CHECK LIST

All bidders are requested to review the following checklist before submitting their bid.

- 1. Has "Disclosure Form" been properly filled out and included?
- 2. Has "Non-Collusive Bidding Certification" been properly filled out and included?
- 3. Has Iran Divestment Act Certification Form been filled out and included?
- 4. Have "General Conditions" been read and understood?
(bidders retain for your records)
- 5. Has Hold Harmless Form been completed and signed?
- 6. Have Detail Specifications been considered in price?
- 7. Has name of bid and time of opening been marked on outside of envelope?

Bidders are advised to retain this form for their records

NON-COLLUSIVE BID CERTIFICATION

By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or competitor.
2. Unless otherwise by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor, and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

(Signed) _____

(Title) _____

RESOLUTION – For corporate Bidders only

Resolved that _____ be authorized to sign and submit the Bid of this corporation for the following project (describe project) _____

The certification as to non-collusion required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

(SEAL OF THE CORPORATION)

NAME: _____

TITLE: _____

IRAN DIVESTMENT ACT COMPLIANCE RIDER

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL § 165-a and GML § 103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The district may award a bid to a bidder who cannot make the certificate on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION

IRAN DIVESTMENT ACT OF 2012

As a result of the Iran Divestment Act of 2013 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), § 165-a and General Municipal Law (GML) § 103-g effective April 12, 2012. Under the act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL §165-a(3)(b) and GML § 103-g, the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Brentwood Union Free School District (BUFSD) receive information that a person is in violation of the above-referenced certification, BUFSD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is violation of the Act within 90 days after the determination of such violation, then BUFSD shall take such action as may be appropriate including, but not limited to, imposing sanctions seeking compliance, recovering damages, or declaring the Contractor in default.

BUFSD reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

BRENTWOOD UNION FREE SCHOOL DISTRICT

52 Third Avenue

Brentwood, NY 11717

(631) 434-2227

Request for Proposals #11/14/18 – Design, Manufacture and Installation of Ultra High Definition Sign

Proposals Received Until: December 14, 2018, 11:00 A.M., Local Time

I. INTRODUCTION

A. General Information

The Brentwood Union Free School District, herein referred to as the district, is requesting proposals from qualified firms/individuals (Firm) to:

Design, Manufacture and Install an Ultra High Definition Sign

There is no expressed or implied obligation for the district to reimburse respondents for any expenses incurred in preparing proposals, or attendance at an interview, if required, in responding to this request.

To be considered, three (3) copies of a proposal must be received by the Purchasing Department, Anthony Felicio Administration Building, 52 Third Avenue, Brentwood, NY 11717, by 11:00 a.m. local time on December 14, 2018. The District reserves the right to reject any or all proposals submitted.

Following the notification to the selected Firm, it is expected that a contract will be executed between both parties on or about January 17, 2019. The contract shall become operational by Resolution of the Board of Education of the Brentwood Union Free School District. It is expected that the sign be operational during the spring/summer of 2019.

Requests for Clarification/Additional Information

All requests for clarification or additional information related to this RFP must be submitted in writing by mail, fax, or e-mail on or before December 3, 2018 to:

Mr. Frank Hark
Purchasing Agent
Brentwood Union Free School District
52 Third Avenue
Brentwood, NY 11717
E-Mail: fhark@bufsd.org
Voice: (631)434-2227
Fax:(631)434-2528

In the event the District provides clarification or supplemental information to this RFP, all recipients of this RFP will receive the information via an addendum to this RFP.

Reservation of Rights

The District reserves the right, without prejudice, to reject any or all proposals not in compliance with the RFP specifications, as well as to ignore material defects if, in its sole discretion, the District determines that doing so is in its best interest.

The District reserves the right to negotiate the terms of the contract, including the award amount, with the selected vendor prior to entering into a contract.

General Proposal Requirements

The following represents the general requirements of this RFP.

A. Vendor Profile - The vendor must submit a profile which outlines its experience with designing, manufacturing, and installing display.

B. Conflict of Interest and Independence - The vendor must disclose all conflicts of interest both in fact and/or in appearance. In addition, the vendor shall give the District written notice of any professional relationships giving rise to potential conflicts of interest entered into during this engagement.

C. References - The vendor must include a minimum of 10 references with the past three (3) years including contact name, address, and telephone number. The District may contact the vendor's clients to determine the quality of work performed and personnel assigned to those projects.

Scope of Services

The Brentwood Union Free School District (“District”) is requesting proposals from qualified firms/individuals (“firm”) for the design, manufacture and installation of one dual-faced ultra-high definition sign at the Anthony Felicio Administration Building, located at 52 3rd Avenue in Brentwood, NY. The successful firm shall construct a free-standing, brick base and enclosure which matches the brick on the adjacent building. The firm is responsible to supply all necessary manpower and equipment to complete the installation. The firm shall be responsible for all electrical requirements. The firm shall provide and install all hard-wired equipment and software, as well as to provide programming and training required in order to operate and control the sign from a remote location. The sign shall be configured in such a manner to make a significant visual impact and be clearly visible and legible when driving east and west on 3rd Avenue. The sign must be easily readable in sunlight.

Specifications

- Display component hardware shall be fabricated from stainless steel, aluminum, nylon or other durable, corrosion resistant materials.
- Ultra-high definition message display. Proposal shall specify capabilities.
- The size of the display shall be large enough to be easily viewable from the street in front of the Administration Building in both East and West directions.
- The display shall be connected to the District’s network in order to permit remote programming.
- Surface materials in the display area must be designed for low sunlight reflectivity.
- All wiring must be housed in wire ways and should be mounted so that water cannot get in contact with the wires. Wiring shall be installed to comply with all Federal, State and local codes.
- The display should be protected from electrical spikes and voltage surges.
- The sign shall be thermostatically controlled and be equipped with a cooling system, heating system and rain-tight vents. It shall be ventilated properly and not allow for over-heating. Vents shall be installed to restrict water from entering the enclosure.
- The equipment shall be built to withstand exposure to extreme heat, cold, moisture (including humidity), wind, corrosion, and shall be able to operate in ambient temperatures ranging from 0 to 100 degrees Fahrenheit. All components shall remain operational under these conditions.
- The display must shut down automatically when reaching a certain temperature to protect against damage, without losing any programming.
- The display shall automatically brighten/dim during periods of low/high light levels.
- Panels should have front access for service.
- Panels should not be proprietary.
- The display itself and installation thereof shall include features that are considered “vandal – resistant”. Proposers should detail these features in their submission.

Display Requirements

- The display shall be capable of displaying alphanumeric text, three-dimensional graphics, animations, multiple font styles, traveling text, photos and videos in a wide spectrum of colors.
- Messages must be legible 24 hours per day and in most normally encountered weather conditions as well as during dawn and dusk.

- All components must be UL rated.
- The display shall include a temperature sensor, so the accurate temperature can be displayed.
- Modes of operations are to include, but not be limited to:
 - Static messages
 - Flashing messages
 - Alternating messages
 - Sequencing messages
 - Clock/calendar/temperature
 - Ability to program messages a minimum of one month in advance

Software

The firm shall include software to program and maintain the sign which is compatible with the District's network. The software is to provide password protection with user specific access/rights. Proposals shall include detailed software specifications and literature.

Warranty

The firm shall include specific, detailed warranty information as well as any maintenance program that is available. Estimated response time for service and repairs must be included.

Training

The firm must provide a technician to test the sign to the satisfaction of the District. A trainer must be on-site to show selected District staff how to program and operate the sign. This is to include troubleshooting procedures. The firm shall describe available training following initial installation, including on-site, off-site, webinars, phone training, etc. and the costs associated, if any.

Price

The firm shall provide an itemized proposal to provide a complete, turn-key service to manufacture, install and service a dual sided, ultra-high definition sign as specified herein. This shall include, but is not limited to, all permits, materials, labor, supervision, equipment, clean-up and haul away and necessary training.

The proposal shall be submitted at the sole cost of the firm.

The proposal shall not be reassigned by the firm without the prior, written consent of the District. Any such reassignment shall not under any circumstances relieve the firm of any liabilities and obligations under the proposal.

Proposal Submission

Vendors must submit an original proposal (identified as such) and two (2) copies in a sealed envelope and must indicate the following information on the outside of the package:

- A. Vendor's name and address;
- B. RFP number and title; and
- C. RFP due date.

Vendors must submit the proposal by the date and time indicated in the notice to bidders to:

Mr. Frank Hark
Purchasing Agent
Brentwood Union Free School District
52 Third Avenue
Brentwood, NY 11717

The District reserves the right to reject incomplete submissions. The District also reserves the right to reject any or all responses to this RFP, request additional data or material at any time, or to cancel this RFP in whole or in part. All material submitted in response to this RFP will become the property of the District upon the opening of this RFP.

There is no expressed or implied obligation for the District to reimburse vendors for any expenses incurred in responding to this RFP, including, but not limited to preparing proposals, attending a pre-proposal conference, or attending an interview(s).

Proposals shall not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal.

This RFP does not commit the District to award a contract.

Proposal Scoring and Evaluation

The District will evaluate the proposals using the following criteria:

Description	Percent
Vendor's compliance with and responsiveness to the RFP specifications	10%
Cost	50%
References provided/Previous work performed	40%

General Specifications

Supply Equipment

1. The successful bidder shall clean up and remove all debris and rubbish, resulting from his work from time to time, as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
2. Equipment, supplies, and materials shall be stored at the site only on the approval of the school district and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
3. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.
4. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing the equipment in the location required.

GUARANTEES BY THE SUCCESSFUL BIDDER

5. The successful bidder guarantees:
 - (a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - (b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, his own work, or to the work of other successful bidder.
 - (c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
 - (d) That all deliveries will be equal to the accepted bid sample.
 - (e) That the equipment offered is standard, new, or latest model of regular stock project or as required by the specifications, with parts regularly used for the type of equipment; also that no attachment or part has been substituted or applied contrary to manufacturer recommendations and standard practice. Every

item delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district.

Any merchandise provided under the contract, which becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY

6. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order; it will be interpreted to mean prompt delivery (not to exceed 30 days.) The decision of the school district as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 13 will be cause for open market purchase at the expense of the successful bidder.
7. The school district will not schedule any deliveries for Saturday, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the school district shall govern.
8. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing, or sacks.
9. The successful bidder shall be responsible for delivery of item in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of the successful bidder when packages are not received in good condition.
10. Unloading and placing of the equipment is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contact Number and/or Purchase Order Number

Name of Article

Item Number

Quantity

Name of successful bidder.

Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of concerns. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

11. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
12. Payment will be made only after correct presentation claim forms are obtained from the ordering School district.
13. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

SAVING CLAUSE

14. The successful bidder shall not be held responsible for any losses resulting in the fulfillment of the terms of the contract shall be prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.
15. The contract will be required to satisfy all federal, state, and local codes.

INSURANCE AGREEMENT – CONTRACTORS

- I. Notwithstanding any terms, conditions or provision, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.

- II. The policy naming the district as an additional insured shall:
 - . Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.

 - . Provide for 30 days notice of cancellation.

 - . State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.

 - . The district shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used; a copy shall be included with the certificate of insurance.

- III. The contractor agrees to indemnify the district for any applicable deductibles.

- IV. Required insurance:

Commercial General Liability Insurance:
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per project basis.

Automobile Liability:
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Workers' Compensation:
Statutory Workers' compensation and Employers' Liability Insurance for all employees under the contract.

Owners Contractors Protective Insurance:
(Required for construction projects in excess of \$200,000.)
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the district as the named insured.

Bid, Performance and Labor and Material Bonds:

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

OTHER:

1. Reasonable precautions shall at all times be exercised for the safety of the employees on the work applicable provisions of the FEDERAL, STATE, AND MUNICIPAL SAFETY LAWS, LABOR LAWS, AND BUILDING AND CONSTRUCTION CODES shall be observed.
2. No assignment, transfer, conveyance, subletting or other disposition of all or any part of the bid, award, or contract, or of any of the monies due or to become due there under, or of any right, title or interest therein, or of the Bidder's power to execute such contract to any other person, firm, or corporation will be valid or have any force or effect, or will be permitted or allowed without the previous consent, in writing, of the owner.
3. In accordance with Section 220 of the New York Labor law, the Industrial Commissioner, Department of Labor, State of New York, the prevailing rates of wages, including supplemental benefits thereto are to be provided to workers, laborers, and mechanics employed on public work projects at the time the work is being performed by the successful vendor. Reference PRC #2018007470.
4. Certified Payrolls:
"Certified Payrolls" shall mean documents prepared and transmitted in accordance with labor law covering workers on a public project.
5. Sexual Harassment Policy
By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing Sexual Harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

HOLD HARMLESS
(CONTRACTORS OR TRANSPORTATION)

The _____ (name of contractor) hereby agrees to defend,

And hold harmless the _____ (name of District) from and

Against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of

District

(Contractor)