



**REQUEST FOR PROPOSAL #R22-04**  
**Sensory Space Package**

**CHESTER UPLAND SCHOOL DISTRICT**

**Proposals Due:**  
**November 17, 2022**  
**4:00 PM**

Submit Proposals to: Dr. Percell Whittaker II  
Director of Special Ed/Student Services  
Chester Upland School District  
Administrative Office  
232 West 9<sup>th</sup> Street  
Chester, PA 19013  
Phone 267-668-3493  
E-mail: [pwhittaker@chesteruplandsd.org](mailto:pwhittaker@chesteruplandsd.org)

## PROJECT DESCRIPTION

The Chester Upland School District (“the District”) is soliciting Request for Proposals (RFP), from qualified service providers to create premier sensory spaces to support our students. The District’s objective is to provide a total of six (6) multi-sensory and sensory integration spaces; in two (2) rooms in three (3) school buildings.

The goal is to establish a calming space where children have an opportunity to take a break during the school day and to have a pleasurable experience through special implements that relate to textures, lights, sounds, and smells. Besides offering a way to soothe and de-escalate students, research shows that calming areas in schools can increase participation and focus among many children. Some specific benefits of multi-sensory spaces include: increased concentration, mental and physical calmness, de-escalation, sensory improvement: touch, sight, hearing, cause-effect relationships, improved social exchanges and, fine and gross motor skill development. The spaces will need to be well structured so that the amount and intensity of a sensory experience can be easily controlled and monitored by teachers and specialists, so they can tailor their approaches to individual students and target specific skills during the multisensory space session.

## INSTRUCTIONS TO PROPOSERS

### 1. FORM AND SUBMISSION OF PROPOSALS

The Chester Upland School District, Delaware County, Pennsylvania is seeking sealed proposals for the creation of six (6) sensory spaces, in two (2) rooms per building, in three (3) school buildings within the District. Proposals will be accepted until **4:00 P.M.** on **November 17, 2022**, at the Administrative Office, Chester Upland School District, 232 W. 9<sup>th</sup> Street, Chester, Pennsylvania 19013. The District is not liable for any cost incurred by any person or firm responding to the RFP.

Proposals will be opened at a duly advertised public meeting scheduled on **November 17, 2022 at 4:00 P.M.** All proposals must be in a sealed envelope and be plainly marked “**Sensory Space Package Proposal #R22-04**”. The name of the proposer as well as the date and hour of the proposal opening should also be clearly marked on the envelope. The proposer must submit the following completed documents with their submission:

- A. Original signed copy of the Form of Proposal attached herein
- B. Statement of Proposer
- C. Non-Collusion Affidavit

In order to receive consideration, proposal submissions should be in strict accordance with the following:

- A. Make proposals only upon the forms provided herein, properly signed and with all items filled in. Do not change the wording of the proposal form, and do not add words to the proposal form. Unexplained conditions, limitations, or provisions attached to the proposal will be cause for rejection of the proposal. If alterations by

erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the proposer.

B. No faxed proposal or faxed modification of a proposal will be considered. No proposals received after the time fixed for receiving them will be considered. Late proposals will be returned to the proposer unopened. It is the sole responsibility of the proposer to see that their proposal is received on time.

2. EFFECT OF PROPOSAL

Each proposal shall constitute an offer by the proposer for the services specified in the Scope of Service and related sections of the RFP. Such offer may not be revoked nor rescinded within **thirty (30)** days from the date the proposals are opened.

3. RIGHT TO ACCEPT AND REJECT PROPOSALS

Since the determination of the successful proposer requires uniformity of terms and quotation of prices, the District reserves the right, at its sole and absolute discretion, to reject any proposal which does not conform to the requirements of the entire RFP or to waive any informality therein.

The District also reserves the unqualified right, at its sole and absolute discretion, to reject any and all proposals. Each award, if any, will be made to the lowest responsible proposer whose proposal is responsive to the solicitation.

4. ACCEPTANCE OF PROPOSAL

Within thirty (30) days after the opening of the proposal, the District will accept one of the proposals for the contract or will reject all proposals. Notice of acceptance or rejection of the proposal, in writing, signed by the appropriate District official will be mailed or delivered to the address designated in the proposal within ten (10) days of acceptance or rejection.

All proposals accepted by the District shall become binding contracts, upon execution by the appropriate District official. Unless the RFP expressly provides for a different period, a proposer may withdraw its proposal filed and any security therefore and may refuse to enter into any contract with the District if its proposal has not been accepted within **sixty (60) days** of the proposal opening.

In the event that a successful proposer defaults upon the agreement created by the acceptance of the proposal, the District may, at its sole option, accept the proposal of the next lowest proposer, provided said proposal has not expired, been revoked or withdrawn, or advertise for new proposals and accept the proposal of the lowest proposer thereto.

Inasmuch as the breach by the successful proposer of the agreement created by the acceptance of this proposal may result in damages to the District, including but not limited to the increased costs of the materials specified, in the event of such breach, the successful proposer shall be liable to the District for damages in the amount or amounts to be determined as follows:

- (a) the difference between the total amount specified in the successful proposer's proposal for the materials and the total amount specified for the materials in the proposal finally accepted by the District.
- (b) the expenses of new advertising where the District is required or elects to re-advertise.

5. TAX

The prices quoted by the proposer will be the price exclusive of taxes. Any sales or other taxes levied by federal, state or local governments shall become the burden of the proposer.

6. CHANGES IN PROPOSAL

No changes in prices or terms and conditions will be considered after the proposals have been accepted. However, in the event the proposal unit price of the successful proposer is higher than the amount the District can reasonably pay, the District reserves the right to negotiate a change in the specified items with the successful proposer in order to make optimum use of available and/or additional funds or improve appeal to the children.

7. NON-COLLUSION AFFIDAVIT

The enclosed Non-Collusion Affidavit must be submitted with the proposal or the proposal will be held to be invalid.

8. WORK IMPLIED

Anything which is not mentioned in the Invitation for Bid but which is reasonably implied must be furnished and performed by the contractor, the same as though specifically mentioned.

9. HOLD HARMLESS

The proposer agrees to indemnify and hold harmless the District and their respective representatives from all suits or actions of every nature and description brought against them or either of them, or on account of the use of patented appliances, products, or processes.

If the proposer shall accept, it agrees to indemnify and save harmless the Chester Upland School District against any and all liability, loss, damage, cost or expenses which the

Chester Upland School District may hereafter incur, suffer, or be required to pay by the reason of injury to any person or persons through the negligent or willful act of the Contractor or sub-contractor or the servants or agents of the Contractor or sub-contractor or for any other reason whatsoever arising out of the performance of said contract.

In the event that any action suit or proceeding is brought against Chester Upland School District upon any liability arising out of the contract hereinbefore mentioned, the said Chester Upland School District shall give notice in writing thereof to the Contractor by certified mail-return receipt requested, addressed to the Contractor at the address herein given. Upon receipt of such notice the Contractor at his or its own expense shall defend against such claim, action or proceeding and take all such steps as may be necessary or proper therein by preventing the entry of a judgment or order against the Chester Upland School District and to do whatever else may be necessary to protect the interest of the Chester Upland School District.

10. INDEPENDENT CONTRACTORS

It is to be understood that the successful proposer is an independent contractor of the District and is solely responsible for any errors or omissions which are due to mistakes in printing, proofreading, etc. Any such mistakes shall be corrected at no expense to the District.

11. FINANCIAL STANDING

All proposers must be prepared to present suitable evidence of their financial standing and their ability to perform the services as set forth herein.

12. INTERPRETATION OF RFP DOCUMENTS

Any explanation desired by a proposer regarding the meaning or interpretation of the proposal documents should be requested in writing at least seven (7) days before the proposal submission date. Any information given to a prospective proposer concerning the RFP documents will be furnished to all prospective proposers as an amendment to the RFP package, if such information is necessary to proposers in submitting an RFP, or if the lack of such information would result in a competitive disadvantage to uninformed proposers.

13. WORKERS' COMPENSATION

If the proposer shall accept, insofar as the work covered by this proposal is concerned, the provisions of the Workers' Compensation Act of 1915 and any supplements or amendments thereto, including any which may hereafter be passed, and shall insure its liability from the Bureau of Workers' Compensation of the Commonwealth of Pennsylvania, Department of Labor and Industry; and all contracts with subcontractors shall obtain the obligation given above insuring that they likewise will be bound in like

manner. The contractor shall at all times indemnify and hold harmless the District from all claims for Workers' Compensation which may be made by any of the employees of the contractor or by any of the employees of any subcontractor to whom the contractor may have let the performance of any part of the work embraced in their contract, and the contractor will appear for and defend the District against any and all such claims.

14. OTHER INSURANCES

If the proposer shall accept, the contractor shall acquire and maintain during the term of the contract, Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all contractor's operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned and Non-Owned and hired Automobiles.

General Public Liability Insurance against public liability due to bodily injury or death to persons and damage to property shall not be less than One Million (\$1,000,000) Dollars per occurrence with an aggregate limit of no less than Two Million (\$2,000,000) Dollars.

Automotive Liability Insurance against automobile liability due to bodily injury or death to persons and damage to property shall not be less than One Million (\$1,000,000) Dollars per person.

Umbrella Excess Liability coverage shall not be less than Three Million (\$3,000,000).

The District may adjust the liability limits to coincide with local government procurement policies and practices within the limits of state and local law.

The contractor will provide the District with a Certificate of Insurance upon execution of a contract which will also name the Chester Upland School District as an additional insured to protect the District from any and all claims for damages of any kind.

15. PROPERTY DAMAGE REPLACEMENT

If the proposer shall accept, in the event of any direct or indirect injury or damage to public or private property during the contractor's performance of its work under the contract, arising from the acts or omissions of contractor, its employees or agents, the contractor shall, at its own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. In the event of the failure of the contractor to adjust any claims for such injuries within thirty (30) days from the date of the occurrence out of which they arise, a statement of all the circumstances connected therewith shall be filed with the Administrative or Procurement Office of the District. The District reserves the right to withhold any payment due the contractor until a satisfactory statement has been filed.

16. PREVENTION OF ENVIRONMENTAL POLLUTION

If the proposer shall accept, it agrees to comply with all Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources including, but not limited to, those that affect the provisions of Act No. 247 of the General Assembly of the Commonwealth of Pennsylvania, approved October 26, 1972, 53 P.S. 1611.

17. SAFETY AND HEALTH REGULATIONS

If the proposer shall accept, it agrees to enter into a contract with the District to perform all or any portion of the work included herein, and will comply with all of the provisions of the U.S. Department of Labor, Occupational Safety and Health Administration, Safety and Health Regulations and with all of the provisions of the Pennsylvania Health and Safety Act, 43 P.S. 25-1, et seq.

18. NON-DISCRIMINATION CLAUSE

If the proposer shall accept, it agrees to comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States of America with respect to human relations, equal opportunity and non-discrimination in employment, and will pay to worker's employed in the performance of the contract the wages to which they may be entitled and, when required by law, not less than the applicable prevailing wage rates as determined for various crafts or classifications by the Pennsylvania Secretary of Labor and Industry and/or the U.S. Secretary of Labor for the locality in which the work is to be done.

19. SUB-LETTING PROHIBITED

If the proposed shall accept, it shall not sublet, sell, transfer or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of its right, title or interest therein to any person, firm or corporation without the consent of the District. No such assignment or subcontract, even though thus consented to, shall relieve the proposer from its liability under the contract for the performance and completion of the contract.

20. FAILURE TO PERFORM

If the proposer shall accept and is not progressing with the work as fast as necessary to insure its completion or to repair damage to public or private property, or is continuing to employ or re-employ negligent or careless persons, or is conducting the work in a manner disapproved by the District, or is failing to prosecute the work in accordance with the provisions of the specifications, or if it stops or abandons the work without the written

consent of the District or is otherwise violating any of the provisions of the contract, then the District shall report such deficiencies and order the remedy of same.

If, after ten (10) days from the date of such notice, the contractor shall have failed to comply with the terms of the notice, then the District may withhold all payments until the orders of the District are carried out, or it may suspend any or all work, or it may employ additional forces and equipment, at the contractor's expense, or it may annul the contract.

In case the District should augment the contractor's forces and equipment, the cost incurred in carrying on such part of the work shall be paid by the contractor and such work shall be deemed as to be carried out by the District on account of the contractor, and the contractor shall be allowed therefore the contract price and the District may retain the amount of the cost of such work from any sum or sums due or to become due to the contractor under this contract, but if such cost exceeds such unpaid balance, the contractor shall pay the difference to the District.



**FORM OF PROPOSAL**

**SENSORY SPACE PACKAGE #R22-04**

**TO:** Dr. Percell Whittaker, II,  
Director of Special Education/Student Services  
Chester Upland School District  
Administrative Office  
232 W. 9<sup>th</sup> Street  
Chester, PA 19013

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

The proposer, in compliance with the Request For Proposal for the Sensory Space Package #R22-04 having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the process stated below. These prices are to cover all expenses, including shipping and handling, incurred in performing the work required under the contract documents, of which this proposal is a part.

Proposer hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the District and to fully complete the project within ninety (90) consecutive calendar days thereafter as stipulated in the specifications.

Proposers are encouraged to quote the exact, or equivalent items, as well as suggest additional sensory products not included in the building lists. All proposals **must** include detailed specification sheets and an itemized listing of associated assembly and installation costs for each item.

Each proposer must submit renderings of the proposed design for each location as part of their submission package. Please review suggested floor plans which are included for illustrative purposes only.

**Questions are to be submitted on or before November 16, 2022, to [pwhittaker@chesteruplandsd.org](mailto:pwhittaker@chesteruplandsd.org)**

Proposer agrees to perform all the work described in the specifications for the following unit prices:

**SITE LOCATION #1**

**Chester Upland School of the Arts** - 501 West 9<sup>th</sup> Street, Chester, PA 19013

Room Dimensions (2 rooms): 24 L x 42 W, Doorway 50 inches wide, Windows – 50 inch wide 2

**CUSA Classroom Corner #1 – Figure 1.1**

Item No.	Estimated Quantity	Description	Unit Price Each	Total
1	1	Custom Corner Bubble Tube Area	\$	\$
2	1	SensaSoft Squeezie Seat	\$	\$
3	1	Wipe Clean Break Box	\$	\$
4	1	Gel Floor Tiles Multicolored 4 pack (green, blue, purple and red)	\$	\$
5	1	Gel Floor Tile Blue	\$	\$
6	1	Mushy Smushy Beanbag Chair	\$	\$
7	1	Weighted Bear	\$	\$
8	1	Bucket of Fidgets	\$	\$
9	1	SensaSoft Infinity Tunnel Wall Unit	\$	\$
10	1	Shipping and Handling	\$	\$

**CUSA Classroom Corner #2 – Figure 1.2**

Item No.	Estimated Quantity	Description	Unit Price Each	Total
1	1	Gel Floor Tiles Multicolored – 12 Pack	\$	\$
2	1	Portable Bubble Tube Corner – Calming	\$	\$
3	1	Jaxx Lounger Jr in Blueberry Microsuede	\$	\$
4	1	Weighted Disc Blanket 8lbs	\$	\$
5	1	Heavy Herbert	\$	\$
6	1	Social Emotional Learning Box	\$	\$
7	1	Fiber Optic Wall Carpet with Lightsource	\$	\$
8	1	Vibro-Acoustic Platform	\$	\$
9	1	Emotion Cushions – Set of 8	\$	\$
10	1	LED Fiber Optic Cascade - Calming	\$	\$
11	1	Shipping and Handling	\$	\$

**SITE LOCATION #2**

**Main Street Elementary** - 704 Main Street, Chester, PA 19015

Room Dimensions: (2 rooms) 22 L x 35 W, Doorway 36 inches, Door 36 inches

**Main Street Classroom Corner #1 – Figure 2.1**

Item No.	Estimated Quantity	Description	Unit Price Each	Total
1	1	Interactive Light Up Rainbow Panel	\$	\$
2	1	SensaSoft Compression Canoe Teal	\$	\$
3	1	Soft Plush Weighted Blanket	\$	\$
4	1	Gel Floor Tiles Multicolored 4 pack (green, blue, purple and red)	\$	\$
5	1	SensaSoft LED Fountain Light	\$	\$
6	1	Music Touch Wall	\$	\$
7	1	Envirosafe Folding Mat – 4’ x 6’ 2 sided Velcro (Rainbow)	\$	\$
8	1	Set of 4 Educube Chairs	\$	\$
9	1	Leo the Weighted Lion	\$	\$
10	1	Shipping and Handling	\$	\$

**Main Street Classroom Corner #1 – Figure 2.2**

Item No.	Estimated Quantity	Description	Unit Price Each	Total
1	1	Custom Corner Bubble Tube Area	\$	\$
2	1	Sound Activated Light Up Wall Panel	\$	\$
3	1	Mushy Smushy Beanbag Chair	\$	\$
4	1	LimeLite LED Dand Table	\$	\$
5	1	Sensory Bin Pebbles	\$	\$
6	1	LED Fiber Optic Cascade - Calming	\$	\$
7	1	Sensory Wall Panel Large	\$	\$
8	1	SensaSoft Compression Canoe Teal	\$	\$
9	1	Soft Plush Weighted Blanket	\$	\$
10	1	Round Gel Tile Set of 4	\$	\$
11	1	Shipping and Handling	\$	\$

**SITE LOCATION #3**

**Toby Farms Intermediate School** - 201 Bridgewater Road, Chester Township, PA 19015  
 Room Dimensions (2 rooms): 30 L x 36 W, Doorway 36 x 90 wide, Windows – 44 inch wide

**Toby Farms Classroom Corner #1 – Figure 3.1**

Item No.	Estimated Quantity	Description	Unit Price Each	Total
1	1	Fiber Optic Wall Carpet with Lightsource	\$	\$
2	1	Vibro-Acoustic Platform	\$	\$
3	1	Busy Fingers Weighted Sensory Pillow	\$	\$
4	1	Gel Floor Tile Blue	\$	\$
5	1	Teen Wobble Chair Dark Blue 18.7	\$	\$
6	1	Weighted Sensory Knot Ball	\$	\$
7	1	Wipe Clean Break Box	\$	\$
8	1	Jaxx Lounger Jr. in Blueberry Microsuede	\$	\$
9	1	Calming Fiber Optic Jellyfish	\$	\$
10	1	Shipping and Handling	\$	\$

**Toby Farms Classroom Corner #2 – Figure 3.2**

Item No.	Estimated Quantity	Description	Unit Price Each	Total
1	1	Sensory Wall Panel Large	\$	\$
2	1	Sensory Wall Panel Medium	\$	\$
3	1	Sensory Wall Panel Small	\$	\$
4	1	SensaSoft Compression Canoe Teal	\$	\$
5	1	Weighted Disc Blanket 8 lbs.	\$	\$
6	1	Gel Floor Tile Blue	\$	\$
7	1	Tough & Textured Beanbag Chair Small	\$	\$
8	1	Fiber Optic LED Strands with Lightsource	\$	\$
9	1	SensaSoft Vibrochair	\$	\$
10	1	SensaSoft LED Fountain Light	\$	\$
11	1	Wipe Clean Breal Box	\$	\$
12	1	Shipping and Handling	\$	\$

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. The following are the subtotals for each site location and a grand total for the entire project:

1. CUSD Classroom Corner # 1 \$ \_\_\_\_\_

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Amount in writing

2. CUSD Classroom Corner #2 \$ \_\_\_\_\_

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Amount in writing

3. Main Street Classroom Corner #1 \$ \_\_\_\_\_

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Amount in writing

4. Main Street Classroom Corner #2 \$ \_\_\_\_\_

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Amount in writing

5. Toby Farms Classroom Corner #1 \$ \_\_\_\_\_

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Amount in writing

6. Toby Farms Classroom Corner #2 \$ \_\_\_\_\_

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Amount in writing

GRAND TOTAL \$ \_\_\_\_\_

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Amount in writing

The above prices shall include all labor, materials, insurance, etc..., to cover the finished work. Proposer understands that the District reserves the right to reject any or all proposals and to waive any informalities in the proposal.

The proposer agrees that this proposal shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving the proposals.

PROPOSER'S STATEMENT: The above proposal is submitted in conformance with the bid specifications and related documents. The proposal is accompanied by an executed affidavit on Non-Collusion. The person signing this proposal affirms they are the appropriate agent/officer of the proposal and has the authority to submit this proposal on behalf of the proposer.

By: \_\_\_\_\_  
Name of proposer

Title: \_\_\_\_\_  
Authorized Agent

Date: \_\_\_\_\_

OFFICIAL ADDRESS & PHONE NUMBER of COMPANY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Incorporate under the laws of \_\_\_\_\_ (State)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

## INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. Sec. 1711 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_, the proposer that submitted the attached proposal:

1. He/She is fully informed respecting the presentation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such proposal is genuine and is not a collusive or sham proposal;
3. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## **ADDITIONAL CONDITIONS**

### **CONTRACT PERIOD**

The awarded contractor agrees to complete all six (6) sensory spaces in three (3) of our buildings, on or before January 31, 2023.

### **RESERVATION**

Each proposal will be received with the understanding that the acceptance thereof in writing by the school district, approved by the board of education, to furnish any or all of the items described therein shall constitute a contract between the successful proposer and the school district. Contract shall bind the successful proposer on its part to furnish and deliver at the prices and in accordance with the conditions of its proposal. Contract shall bind the school district on its part to order from such successful proposer (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, within 10 (ten) per cent over or under the award quantity, unless otherwise specified.

If the successful proposer fails to deliver as ordered, the school district reserves the right to cancel the contract and purchase the balance from other sources at the successful proposer's expense.

### **INSPECTION AND INFORMATION - Examination of the Site Contract Documents and Other Relevant Material**

Each proposer is encouraged to visit the all of the site locations of the proposed work, to fully acquaint and familiarize themselves with conditions as they fully exist and the character of the operations to be carried on under the proposed contract and make such investigations as he may see fit so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. The failure or omission of any proposer to receive or examine any form, instrument or document or any part of the contract documents or to visit the site and acquaint themselves with conditions there existing, shall in no way relieve any proposer from any obligations with respect to this proposal, including that of furnishing the material and labor necessary to complete the performance of all the provisions of the proposed contract and the contemplated work therein. By submitting a proposal, the proposer represents and agrees that it has carefully examined and investigated the site and all other matters which in any way affect the work or performance of the contract. As a result of such examination, proposer fully understands the intent and purpose thereof, and its obligations thereunder and that he will not make any claim for or have any right to damages because of any lack of information.

### **INSTALLATION OF EQUIPMENT**

Work shall be progressed so as to cause the least inconvenience to the school district. The successful contractor shall keep in touch with the entire operation and install its work promptly.

Contractors shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

The successful contractor shall clean up and remove all debris and rubbish resulting from its work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, the buildings broom cleaned and everything in perfect repair and order.

The successful contractor will guarantee its products against defective material or workmanship. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful proposer 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 contractor shall make any such replacement immediately upon receiving notice from the school district.

The successful contractor shall furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible.

#### BASIS FOR AWARD

The District reserves the right, in its sole discretion, to reject any and all proposals, or any part thereof, received in response to this Request for Proposals, to waive formalities, to request additional information from any Proposer, and to award and negotiate the terms of the contract with any proposer. The District intends to select the firm whose proposal is most advantageous to the District and best meets the District's needs, and not necessarily the firm with the lowest cost proposal. In determining which proposal is most advantageous and in the District's best interests, the District will evaluate, among other things, the overall cost to the District, the adequacy of each proposal, and the qualifications of the proposer. The District will not have any liability to any proposer for any costs or expenses incurred in connection with your response to this request for proposals. The adequacy of qualifications of respondents shall be determined by the District and will not be subject to appeal.

All submissions received by the deadline will be scored using the following rubric and will be used to evaluate each vendor. The District reserves the right to select the vendor that serves the best interest of the District.

1. Proposals received will be evaluated and scored by the Director of Special Education/Student Services. Proposals will be evaluated based upon a set of weighted criteria. The evaluation process is designed to award the proposal not necessarily to the proposer of least cost, but rather to the proposer with the best combination of attributes based on the evaluation criteria.

2. A score shall be calculated for each criterion for each proposal. The score shall be the product of the rating assessed (scored 1-5, 1=worst, 5=best) by the Director of Special Education/Student Services for any given criterion, multiplied by the preestablished weight for that criterion. The total of the scores for all criteria in each proposal will be known as the proposer’s final score.

3. Criteria and weights are as follows:

Proposer’s ability to satisfy all components of RFP (design, equipment fulfillment, delivery and; as needed, assembly and installation	30%
Total Proposed Price	30%
Proposer’s sensor room design concepts	20%
Prior experience in similar school district projects-provide evidence and client references	10%
Proposer’s demonstrated capabilities (financial solvency, length of time in business, location, etc.	10%
Total Rubric	100%

4. Proposals will be examined and evaluated to determine whether requirements of this RFP are met and to make a recommendation to the Receiver for contract award. It is anticipated that the Board of Education will appoint the successful contractor at their November 2022 Meeting.

**COMPLETE PROPOSAL**

The proposals presented must include all costs associated with purchase of the products/services indicated. Proposers are requested to offer only comparable equipment which will provide the equivalent capabilities, features and diversity called for herein. The District reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and considered to be in the District’s best interest. Manufacturer’s name and model/catalog numbers used are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, proposers are cautioned that any deviation from the specifications must be pointed out in its proposal. Proposers must also, include with its proposal sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational and conformational equivalence of the proposed item to the specified item. Any proposed deviations from the Requirements or Specifications identified in this solicitation must be clearly described by the proposer. Otherwise, it will be considered that what is proposed by the proposer is in strict compliance therewith, and the successful proposer will be held responsible for providing the required goods and services. Deviations must be explained in detail below or on an attached sheet.

## ORDERING AND DELIVERY SPECIFICATIONS

All items ordered must accompany an approved purchase order. All items ordered must be delivered and installed at the school's location. All deliveries of goods will be unloaded and delivered by the contractor's staff or freight company's staff.

Payment Method: Bidder must be able to accept Purchase Orders.

# Figure 1.1

## CUSA Classroom Corner (1)



## Figure 1.2

CUSA Classroom Corner (2)



# Figure 2.1

Main Street School (Classes K-2)



## Figure 2.2

Main Street School (Classes 3-5)





## Figure 3.1

### Toby Farms Classroom Corner (1)



## Figure 3.2

### Toby Farms Classroom Corner (2)

