

Danville Area School District

**Request for Bids
High School
Auditorium Sound System Equipment**

**Danville Area School District
733 Ironmen Lane
Danville, PA 17821**

Sealed Bids to be received up to 11:00 am. on September 14, 2023, and read aloud in the District Administrative Offices located at the above address.

INFORMATION AND GENERAL CONDITIONS

The Danville Area School District is soliciting sealed Bids for High School Auditorium Sound System. Sealed proposals will be received by Michael Sokoloski, Business Manager, Danville Area School District, 733 Ironmen Lane, Danville, PA 17821, up to 11:00 AM, September 14, 2023. All bids must be sent or dropped off to the address given here and clearly marked, "**High School Auditorium Sound System Equipment Bid.**" The Bidder is responsible for delivery of their bids by the bid date and time. No bids will be accepted after this time. No electronic or faxed bids will be accepted.

TERMS AND CONDITIONS

Preparation and Submission of Proposals

1. All Bid responses must be submitted on the forms provided, with the price stated, which shall show both unit, total and percentage if requested. All requests must be signed by an authorized officer of the company. Failure to receive the completed documents on or before the stated deadline will result in rejection of the Proposal.
2. Each proposal shall be upon the form bound with the specifications, shall be signed by the Bidder with his business address, and shall be delivered together with the specifications in a sealed envelope addressed to the **Danville Area School District, Attn: Michael Sokoloski, Business Manager, 733 Ironmen Lane, Danville, PA 17821**, showing the bidder's name and clearly marked "**BID FOR HIGH SCHOOL Auditorium Sound System Equipment.**"
3. All bids shall be submitted on the Bid Form furnished by the School District. The Bid Form shall be completely filled out. Bids that are incomplete, conditional, or obscure, or which contain any additions or alterations not called for, may be rejected.
4. The Bid must bear the written signature of the Bidder. If the Bidder is a partnership, the Proposal must be signed by the partners. If the Bidder is a corporation, the Proposal must be signed by a duly authorized officer or agent of such corporation under the seal of the corporation. A sole owner must sign as such. An individual trading as a company must sign and indicate, trading as _____ Company.
5. Bidders shall submit prices as indicated on the Bid Form. In lieu of statements to the contrary, it will clearly be understood that the proposed amount shall be for products specified and services. The District reserves the right to rule on the equality of the bid item to those listed.
6. Receiving Bids - Bids received prior to the time established for the receipt of bid will be securely kept and not opened. No responsibility will be attached to the Awarding Authority for premature opening of a bid not properly addressed and identified. No proposal received in the Business Office of the District after the time established herein for the opening of proposals will be considered regardless of the cause for delay in the receipt for any such proposal.
Electronic\email\fax submissions will not be accepted.
7. Withdrawal of Bid - Any bid may be withdrawn on written request dispatched by the Bidder on time for delivery in the normal course of business prior to the hour fixed for the opening of Proposal. During the forty-five (45) day period following the opening of bids, no Bidder may withdraw any Proposal submitted.

8. No interpretation of the meaning of the Specifications or other contract documents will be made by the Bidder orally. Every request for such interpretation shall be in writing addressed to the District. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the specifications which, if issued, will be mailed to all prospective Bidders. Failure of any Bidder to receive such Addendum or interpretation shall not relieve any Bidder from any obligation under his bid submitted.
9. The Specifications, Instructions to Bidders, Invitation to Bid, the Bid Forms, and any addenda provisions shall constitute the bidding documents.
10. The Board of Education, Danville Area School District, known as the Owner and the Awarding Authority, reserves the right to accept\reject any and\or all Proposals if deemed to be in the public interest to do so, and to award the bid(s) to their best advantage, and do not obligate themselves to award to the lowest proposal.
11. Each bidder must meet or exceed the preferred specifications listed, as well as complying with all state and federal safety standards, and the standard rules and regulations as set forth by the state of Pennsylvania. If the model specified in the contract is discontinued by the manufacturer after the award of this contract, the only acceptable substitute will be the manufacturer's standard replacement in a configuration that meets or exceeds the specifications and operating capabilities of the "as specified" unit.
12. The District is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. This notice shall serve to satisfy any notification required by the provider as to these tax exemptions. Vendors must ensure that their cost proposals specifically include all applicable taxes, fees and surcharges from which the District is not exempt or that is imposed or assessed by Vendor.
13. Please provide and estimated arrival of the piece of equipment to the district:
14. Payment will be issued no later than 45 days upon delivery, installation, and acceptance of the equipment to the district.
15. A Purchase Order for goods or services will be supplied after the Board of Education Approves the Bid by the Business Manager.
16. The bidder shall insert the price per option as listed. Any conversation to arrive at the stated unit price are the responsibility of the proposer. Any price quoted that does not conform to the state unit price shall not be considered for acceptance.
17. The vendor understands that the delivery will be to the same address as listed for the invoices below.
18. Invoice shall be sent to the Business Office of the Danville Area School District, 733 Ironmen Lane, Danville, PA 17821.
19. Each vendor submitting a proposal must declare that this proposal was made without any connection with any other person or entity making a proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the district is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached.

20. **PRICING:** All prices stated shall be net prices and include delivery to the door of the building specified, or any additional fuel cost.
21. **RIGHT TO KNOW**
Worker and Community Right to know Act of 1984: All vendors must comply with the provisions of the above-mentioned Act by providing Safety Data Sheets (SDS) for all chemicals and hazardous substances provided, if applicable, as part of this contract.
22. **ARREST/CONVICTION REPORT**
The Contractor is required to sign an Arrest/Conviction Report and Certificate Form (under Act 24 of 2011 and Act 82 of 2012).
23. **DEBARMENT AND SUSPENSION**
The Danville Area School District shall award contracts only to responsible contractors/vendors possessing the ability to perform successfully under the terms and conditions of the Request for Bids. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
24. **COMPLIANCE WITH LAWS AND AGENCY MANDATES**
- A. The vendor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the vendor to ensure that all personnel associated with this agreement are familiar with all the aforesaid laws, rules, regulations, and policies.
 - B. The Contractor shall be responsible for all costs and compliances with all laws, regulations and permits of local, state and federal governments, PA D.E.R and the E.P.A. regulations
25. **ANTI-POLLUTION LEGISLATION**
- A. Act 247 of 1972, 53 P.S. §1612, requires that contractors on construction contracts for the Commonwealth of Pennsylvania and its political subdivisions be advised of those provisions of Federal and State statutes, rules and regulations, dealing with the prevention of environmental pollution and the preservation of public natural resources that affect a project on which proposals are received. Pursuant to the Act, the Pennsylvania Department of Environmental Resources has prepared a notice of said provisions. Contractors is hereby notified of and agrees to comply with the terms of said notice, and all statutes, rules and regulations of the Act.
26. **INDUSTRY STANDARDS**
- A. Except for when Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if found or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. Contractors are noticed to comply with standards in effect as of the date of the Contract Documents.
27. **HOLD HARMLESS CLAUSE**
- A. The bidder agrees that if awarded an order under these specifications, to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless to Danville Area School District, its administration, board members and employees from and against all claims, damages losses and expenses, including without limitation attorney's fees and legal cost, arising out of or resulting from the Contractor's performance of the Contract, including, without limitations claims, damages, losses or expenses attributable

to bodily injury, sickness, disease or death or to injury to or destruction of property, including loss of use resulting there from caused in whole or in part by acts or omissions or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts they may be liable. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

28. BOARD POLICIES

A. The proposal shall comply with all of the Danville Area School District's policies, included but not limited to Policy 626 –Conflict of Interest, 806 – Operations, Child Abuse.

29. NO CASH ALLOWANCES

A. Cash Allowances are prohibited.

30. LICENSES, FEES, and TAXES: The vendor shall obtain and maintain all licenses and permits required by federal, state, and local laws.

31. SELECTION CRITERIA

The Danville Area School District reserves the right to select the vendor that provides the best organization-wide solution, cost, and service capability.

32. NON-COLLUSION AFFIDAVIT

Each vendor submitting a proposal must declare that this proposal was made without any connection with any other person or entity making a proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the district is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached.

33. CONTRACT

- A. This contract shall supersede and replaces all prior agreements, promises and understanding, oral or written, between the successful vendor and Danville Area School District.
- B. The Terms and Conditions, Scope of Services and signed Proposal Form shall form the final contract between both parties.
- C. Any amendments to this contract must be in writing and specifically include the original contract language and the changes or additions to the original contract. The amendment must be signed by both parties.

34. BID BOND

- A. All bids must be accompanied by a bid guarantee in the form of a certified check, or a bid Bond, payable to the order of the School District in the amount of ten percent (5%) of the base bid. The Bid Bond must be issued by a corporate surety authorized to do business in Pennsylvania to guarantee that the bidder will enter into a contract on the terms and conditions and scope of services with the bid package should the contract be awarded to the bidder. If the successful bidder shall default by failure to enter into the contract, the bidder shall be liable to the District for the entire difference, if any, between the bidder's price and any substitute bid price from any bidder with which the District may contract,

- together with any advertising, legal and other expense incurred by the District by reason of default.
- B. Bid guarantees, other than Bid Bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids; and (b) to the successful bidder upon execution of such further contractual documents as may be required by the contract documents. The terms of any bid guarantee or Bid Bond must be such that bidder will forfeit its surety if it fails to execute a contract in accordance with the contract documents.
35. Non-Collusion Affidavit - Each Bidder must submit along with its Bid a fully executed Non-Collusion Affidavit on the form included in the bidding documents. More than one bid for one contract from an individual, partnership, corporation or an association under the same or different names will be grounds for rejection of all Bids in which the Bidder is interested. Any and all Bids will be rejected if there is any reason for believing that collusion exists among the Bidders. Participants in such will not be considered in future Bids.
36. The vendor who is awarded the bid will be required to supply the district with a Certificate of Liability Insurance with the district listed as additionally insured.
37. **All Bidders are required to schedule** a walk through with the Director of Buildings & Grounds, Tim George @ tgeorge@danvillesd.org, or 570-271-3268 Ext. 1060. Any Bid received that did not have a walk-through of the project **will be disqualified and ineligible**
38. Questions and any additional information requests can be forwarded to:

Michael Sokoloski

Business Manager

Danville Area School District

msokoloski@danvillesd.org

The deadline for questions regarding this proposal is **September 7, 2023**. Questions should include “**HIGH SCHOOL AUDITORIUM SOUND SYSTEM**” to ensure that the issuing officer identifies the email as relating to this bid.

DANVILLE AREA SCHOOL DISTRICT
Bid Specifications for High School Auditorium Sound System Equipment

SPECIFICATIONS AND SCOPE OF SERVICES

Danville Area School District is soliciting Bids to for Auditorium Sound System Equipment installed at its High School. The purchase order, bid Information, Conditions, and Scope of Services shall become part of the contract to be entered into between the successful vendor and DASD.

1. Sealed proposals will be received by Michael Sokoloski, Business Manager, Danville Area School District, 733 Ironmen Lane, Danville, PA 17821, up to 11:00 AM, September 14, 2023.

No bids will be accepted after this time. Bids will be opened and read aloud in the District Administrative Office at that time.

2. Each sealed proposal must include:
 - A. Bid Proposal Form
 - B. Signed Proposal Form
 - C. Non-Collusion Affidavit
 - D. Bid Bond

BID PROPOSAL FORM **Auditorium Sound System Danville High School**

		Bidder Description – If alternate Supplied	Total Cost
Qty	Description		
20	Audio-Technica ATW-3211/892TH wireless Microphone Systems(Equivalent or Better)		
4	Audio-Technica ATW-T3202 Hand Held Transmitters(Equivalent or Better)		
4	Audio-Technica ATW-C510 cardioid dynamic microphone capsules(Equivalent or Better)		
10	Audio-Technica AT8631 joining plates(Equivalent or Better)		
1	RF Venue DFINBD9 bundle – antenna with RF and power distribution(Equivalent of Better)		
1	RF Venue DISTRO9HDR RF and power distribution(Equivalent or Better)		
1	RF Venue DFINBDISTRO4 bundle – antenna with FR and power distribution (Equivalent or Better)		
1	RF Venue DC-OCTOPUS power cable (Equivalent or better)		
1	RF Venue RG8X1-10 cable kit (Equivalent or Better)		
1	RF Venue RG8X2-10 cable kit (Equivalent or Better)		
1	Gator GR4S portable Rack (Equivalent or Better)		
1	Gator GU-2217-08-WPDV lockable case to store microphones and belt-packs (Equivalent or Better)		
1	Rapcohorizon MT16FXFM-10 audio snake for on stage rack(Equivalent or Better)		
1	Rapcohorizon MT04FXFM-20 audio snake for portable rack (Equivalent or Better)		
40	Varta AA Batteries (Equivalent or Better)		

	Installation to include: Remove existing Shure System and wire in existing sound system total of sixteen new wireless systems into the equipment rack on stage. Four additional wireless systems will be installed in a portable rack to connect directly to the sound board due to limitations in the installed wiring. All of the wireless systems come with a belt-pack transmitter and an ear-worn beige boom microphone. There will be twenty systems available for musicals and drama. Four of the systems will also have a hand-held transmitter included. One of the RF Venue D-Fin antennas will be installed backstage to connect to the distribution in the equipment rack. The second antenna will be installed near the audio mixer to connect to the distribution in the portable rack. The Rapcohorizon snakes will connect the wireless systems to the sound system. All transmitters will have new batteries installed labeled digitally and physically. Gain, equalization and all other internal settings will be verified and set on site. All Rack Screws, labels, wire management, delivery, installation, training and setup.		
	Total Cost of Installation and Set-up per above:		
	TOTAL BID COST		\$
	<u>VENDOR SIGNATURE:</u> <u>PRINTED VENDOR COMPANY NAME:</u>		

OTHER OPTIONS NOT LISTED ABOVE

	Description		Cost
OPTION 1	To take old Shure System removed from High School and reinstall in the district Middle School Auditorium. All labor and materials necessary to have it fully functionally		

Danville Area School District
High School Auditorium Sound System Equipment

Proposal Form

Vendor proposals must be accompanied by this form. Danville Area School District Board of Director's reserve the right to accept or reject any and all proposals submitted, reject any or all items within the proposal as it desires, to waive any irregularities of technicalities in any proposal, and to make the award in the best interest of the school district. Items to be considered when making the award will be price, quality, service potential, and proximity to school district.

The vendor must clearly respond to each item in the specifications with a statement of compliance or alternative in the event compliance cannot be made. The following must be provided – please type or print legibly all information except signature:

Name of Firm: _____

Address: _____

City, State, and Zip Code: _____

Phone Number: _____

Email Address: _____

Contact Person: _____

We, the undersigned, hereby propose and agree, that we have carefully examined the Scope of Services and Terms and Conditions, we submit this Request for Proposal and agree to furnish and perform the specified work for the Danville Area School District for the sum and percentage increase on the services indicated below:

The prices bid herein are exclusive of Federal Excise and Pennsylvania State Sales Tax.

The Terms and Conditions and the Specifications/Scope of Services along with the signed form is the signed contract between the _____ and the Danville Area School District.

If Vendor is an Individual:

Sign Here: _____
(date)

If Vendor is an Individual Trading Under a Fictitious Name or is a Partnership:

Sign Here: _____
(date)

Title: _____

Trading As: _____

If Vendor is a Corporation, Fill in Corporate Name, Sign and Affix Seal:

Name: _____

By: _____

(President or Vice President)

(date)

Attest: _____

(Secretary or Assistant Secretary)

(date)

ATTACH CORPORATE SEAL HERE:

Instructions for Non-Collusion Affidavit

1. This Non-Collusion affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Antiproposal -Rigging Act, 73 P.S. §§ 1611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the contractors who makes the final decision on prices and the amount quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals 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 contractors with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the proposal ding process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal 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 proposal.

NON-COLLUSION AFFIDAVIT

State of _____:

:S.S.

County of _____:

I state that I am (Title) _____
_____ of (Name of Firm) _____ and that I am
authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am
the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and
without consultation, communication or agreement with any other contractor, contractors or
potential contractors.

2. Neither the price(s) nor the amount of this proposal, and neither the approximate
price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person
who is a contractors or potential contractors, and they will not be disclosed before proposal
opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from
bidding on this contract, or to submit a proposal higher than this proposal, or to submit any
intentionally high or noncompetitive proposal or other form of complementary proposal.

4. The proposal of my firm is made in good faith and not pursuant to any agreement or
discussion with, or inducement from, any firm or person to submit a complementary or other
noncompetitive proposal.

5. (Name of Firm) _____, its affiliates,
subsidiaries, officers, directors and employees are not currently under investigation by any
governmental agency and have not in the last four years been convicted or found liable for any
act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with
respect to bidding on any public contract, except as follows:

I state that (Name of Firm) _____
_____ understands and acknowledges that the above representations are material and
important, and will be relied on by (Name of public entity) _____
_____ in awarding the contract(s) for which this proposal is submitted. I
understand and my firm understands that any misstatement in this affidavit is and shall be treated
as fraudulent concealment from (Name of public entity) _____
of the true facts relating to the submission of proposals for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE

ME THIS _____ DAY OF _____, 20

Notary Public My Commission

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereinafter called the "Principal"), and _____, a corporation authorized to transact business in _____ Pennsylvania, and having its principal office at _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the Danville Area School District (hereinafter called the "Obligee"), as Obligee, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents on this ____ day of _____, _____.

WHEREAS, said Principal is herewith submitting to the Obligee a bid to provide Auditorium Sound System Equipment for the Obligee pursuant to an invitation to bid containing proposed contractual terms incorporated into said bid by reference; and it is a condition of the Obligee's receipt and consideration of said bid that such shall be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of acceptance of his bid by Obligee and within the period specified therefore in the bidding requirements, enter into a written agreement with the Obligee, in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, in the form specified by the Owner, and furnish required certificates of insurance, in all respects as required by the bidding requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such contract, give such bonds, and furnish such certificates within the time specified, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, legal and other costs incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.

(Individual Principal)

_____(SEAL)

(Signature of Individual)

Witness:

Trading and doing business as:

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____ (SEAL)

By: _____ (SEAL)

(Corporation Principal)

(Name of Corporation)

Attest: _____

By: _____

(Asst.) Secretary

(Vice) President

(CORPORATE SEAL)

OR (if applicable)

Attest: _____

*By: _____

Authorized Representative

*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(Limited Liability Company Principal)

WITNESS:

(Name of Limited Liability Company)

By: _____ (SEAL)

(Managing) Member

By: _____ (SEAL)

Member

By: _____ (SEAL)

Member

or (if appropriate)

WITNESS:

(Name of Limited Liability Company)

*By: _____

(Authorized Representative)

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the company.

(Corporate Surety)

Name of Corporation

Witness or Attest:

**By: _____

Title

(CORPORATE SEAL)

**Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.