



**Formal Competitive Bid**

**REMODELING OF THE TV STUDIO  
Located at Palisades High School**

**Submissions due at 3:00 PM, Tuesday, May 7, 2024**

## Introduction:

The Palisades Area School District ("District") is soliciting Bids for the following project:

- Design, Fabrication and installation of a new broadcast set as per approved design.

## Scope of Work:

Vendors to provide design, fabrication and installation of a new broadcast set as per approved design. The set will be constructed using plywoods, MDF, plexiglass, and laminates. The interview platform and broadcast desk will be castored for ease of movement. All set lighting will be RGBA LED color-changing, DMX controlled and tied into the existing lighting board. All the monitors on-set will be commercial grade and rated for 24/7 usage with non-glare screens to reduce any glare from the studio lighting. Optional image processing for the monitor content is provided as a line item - with training and templates included.

The following specifications, terms and conditions shall be met:

- The dimensions of the studio are 22 1/2 x 22 1/2 feet, and the height is 9 3/4 feet up to the pipes (see photos below of our studio and logo).
- Rolling anchor desk with 43" LED screen on the front
  - Approx size: 80" x 28" x 36" tall
- Two - 75" Monitors Vertical for graphics (angled on each side)
- 1.8 Seamless video wall
- Light boxes surrounding all monitors (changing colors)
- Oval interview platform 12' x 8' on wheels

\* No furniture besides the anchor desk is needed in the quote.

Pre-bid meeting will be held Tuesday, April 30, 2024 at 10:00AM at Palisades High School 35 Church Hill Road, Kintnersville, PA 18930

Sealed bids for TV Studio Set Design and installation **will be received at the District Office 39 Thomas Free Drive, Kintnersville, PA 18930, May 7, 2024, 3 pm at which time bids will be publicly opened.** Any bids received after 3 pm will not be considered.

All questions regarding specifications of the design or material should be directed to Donna Holmes, Director of Communications 610-847-5131 ext 2401 or [dholmes@palisadesd.org](mailto:dholmes@palisadesd.org). Bid specifications and documents can be found at [www.palisd.org](http://www.palisd.org).

## GENERAL CONDITIONS

- A. If any bidder finds discrepancies in these specifications or is in doubt to the meaning of any part thereof, those concerns and/or questions should be forwarded to Lorie Olexson by email: [lolexson@palisadessd.org](mailto:lolexson@palisadessd.org). If it is deemed necessary, additional instructions in the form of addendums will be issued. Only these written changes will be binding. Oral or other changes, interpretations, or clarifications will be without legal effect.
- B. All Bids shall be submitted on the Bid form supplied by Palisades School District.
- C. Bids must be typewritten or legibly written in ink and must be signed by the bidder on the enclosed form. Changes, alterations, omissions, additions, deductions not called for, conditional or uninvited alternative Bids or interlineations to any of the bid documents are not permitted and such changes may disqualify a bid from consideration.  
UNSIGNED DOCUMENTS WILL NOT BE CONSIDERED.
- D. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidders' risk.

**Opening Bids:** All Bids will be opened at the exact hour and date specified in the deadline. Confidential information contained in Bids shall not generally be open for public inspection, but PSD's records are subject to the Pennsylvania Office of Open Records Right to Know Law requirements.

**Reservation of Rights:** The District reserves the right to reject any and all Bids. The District reserves the right in its sole discretion to accept the Bid(s) it considers the best value for the District and the right to waive any and all minor irregularities in the Bid(s). The District further reserves the right to reject all Bids and seek new Bids when such action would be deemed in the best interest of the District.

### E. **Sales Tax Exoneration**

The school district is exempt from all state sales tax and federal excise tax, and these taxes should not be included in quotes.

### F. **Quality of Material**

All material furnished shall be new, and of the best quality of their respective kinds. The Bidder must supply descriptive literature and supply samples (if requested) for any and all alternate item(s) bids.

- The various materials and products specified in the specifications that references commercial types, styles, trade names and catalogs are given to establish a standard of quality and of cost for Bid purposes. It is not the intent to limit the responder, the Bid or the evaluation of the Bid to any one material or product specified, but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or equivalent" of the quality necessary to meet the specifications."

- A Bid containing an alternative which does not meet the specifications may be declared non-responsive.

### **I. Basis of Award:**

The District will award to the Applicant whose Bid is determined to be the most advantageous to the District based on the provisions of this bid. All factors including price will be considered. A signed Contract shall constitute the Contract between the District and the Applicant. Bids will be awarded to the lowest responsible bidder.

### **II. Guarantee**

The successful Bidder agrees that they will not assign, transfer or sublet the bid, unless specific permission to do so is granted in writing by the District.

### **III. Definitions**

1. Bidder – A person or group of persons who submits a bid.
2. Palisades School District/Palisades School Board – School District or District or School Board or Board.
3. Components of Bid- Bid requirements and documentation. Bidding requirements include invitation to bid, bid security and Non-Collusion affidavit.

### **IV. Components of Bid**

The Bid submitted shall address the following:

#### **A. Non-Collusion Affidavit**

More than one Bid for the contract from an individual, partnership, corporation, or an association under the same or different name will be grounds for the rejection of all Bids in which such Bidder is interested. Any or all Bids will be rejected if there is reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future Bids. A Non-Collusion Affidavit shall be executed and submitted with the Bidder's Bid using the form set forth herein.

#### **B. Bid Security/Performance Bond**

A Bid shall be rejected unless accompanied by a Bid Security in an amount not less than 10% of the total Bid. Bid Security shall be in the form of a certified check or bank cashier's check payable to Owner, naming as obligee, Palisades School District. Bidders are responsible for the cost of the security. *Any Bid which is not accompanied by a security deposit shall be rejected by the Palisades School District.*

**C. Cost of Bid: See Exhibit "A"**

**V. Lowest Responsive and Responsible Bidder**

The Contract will be awarded to the "lowest responsive and responsible Bidder". In awarding Contracts, the Owner shall have sole discretion in determining lowest responsive and responsible Bidder.

**VI. EXECUTION OF CONTRACTS**

**A.** The Owner will notify the lowest responsive and responsible Bidder of the Owner's intent to accept his Bid and to make a formal award of contract to him by the Notice of Intent to Award. The Owner will include with the Notice of Intent to Award the Agreement to be signed by the successful Bidder. Within ten (10) days of receipt of the Notice of Intent to Award.

**B.** Failure of the Bidder, to whom Notice of Intent to Award has been given, to deliver appropriate Certificates of Insurance and other required documents, shall constitute a default by such Bidder and the Owner may, at its sole discretion, award the contract to the next lowest responsive and responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the Owner the difference between the amounts of his Bid and any higher amount for which the Owner may contract for the required work, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Bid Security of such defaulting Bidder shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Bid Security, the defaulting Bidder shall pay to the Owner the full amount of the excess. The Owner may, in its sole discretion, extend the time period for submission of the above items, upon request of Bidder. Such request of Bidder, if accepted by Owner in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement, or if no date is stipulated, until twenty (20) business days after the submission to the Owner of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

**VII. Insurance and Indemnification**

**1. Insurance**

All companies doing business with Palisades School District are required to furnish satisfactory proof of insurance.

The Certificate's policy date must be current and must indicate the following:  
Minimum Limits of Liability

**General Liability/Professional Liability**

- \$2,000,000 Products/Completed Operations
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence

Policy shall be written on an Occurrence form. Policy shall include coverage for: Employees, Volunteers, and Independent Contractors; Premises, Operations and mobile equipment liability; Contractual Liability insuring the obligations assumed by the sub-contractor or vendor in this subcontract; Completed Operations and Products Liability; Broad form Property Damage Liability, including completed operations; Liability that the Subcontractor may incur as a result of the operations, acts, or omissions of its subcontractors, suppliers, agents or employee.

The Certificate must show Palisades School District as an additional insured on the General Liability policy. A copy of the policy endorsement showing additional insured status and any other special policy provisions which may exclude or limit our insured position must be attached to the Certificate.

**Auto Liability including Owned, Non-owned and Hired Automobiles**

- \$1,000,000 Each Accident

**Workers Compensation**

- Statutory by Law

**Employers Liability Coverage (Part 2 on your Worker's Compensation Policy)**

- \$100,000 Each Accident
- \$100,000 Each Employee for Injury by Disease
- \$500,000 Aggregate for Injury by Disease

The Certificate must show all umbrella/excess coverages. (\$5,000,000 suggested Minimum.)

Coverage must be primary and noncontributory to any insurance coverage Palisades School District certificate of insurance must contain a provision whereby no modification, non-renewal, termination, or cancellation of such insurance shall become effective except upon at least thirty (30) days' prior written notice to the Palisades School District.

The original certificate shall be submitted to the person and address listed below:

Palisades School District  
Lorie Olexson, Business Administrator  
39 Thomas Free Dr  
Kintnersville PA 18930

## **2. Indemnification**

The Applicant shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages and expenses, including, but not limited to attorneys' fees and defense costs, arising out of or resulting from the negligent acts or omissions of the Applicant and its employees and other agents.

The District shall indemnify, defend and hold harmless the Applicant and other officers, directors, agents and employees from and against claims, damages and expenses, including, but not limited to attorneys' fees and defense costs, arising out of or resulting from the negligent acts of the District, its agents or its employees, but only to the extent that the District shall be statutorily responsible for such claims, damages and expenses.

Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act.

## **3. Compliance with Laws**

The parties recognize that this Agreement is subject to, and agree to comply with, all federal, state and local statutes, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8 (HIPAA), and the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. Section 1232g (FERPA), to the extent applicable.

Each party agrees not to discriminate in the performance of this Agreement because of race, religious creed, ancestry, age, sex, marital status, sexual orientation, national origin or disability in violation of any federal, state or local law or regulation

#### **4. Miscellaneous**

##### **A. Independent Contractor Status**

Each Consultant shall at all times remain an employee of the Applicant and shall in no way be deemed to be an employee of the District. In the performance of the services, duties and obligations required of each party under this Agreement, it is mutually understood and agreed that each party shall at all times be acting as an independent contractor and that Applicant and its employees shall not be, for any purposes, employees, agents or joint ventures with the District. Nothing contained in this Agreement shall create a partnership or joint venture between the District and the Applicant for the Services provided.

#### **5. Governing Law**

The Contract shall be construed and all of the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Pennsylvania in the Court of Common Pleas of Bucks County.

**Entire Agreement and Amendment:** The Contract shall (including all Exhibits attached thereto) constitute the entire agreement between the parties and shall supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.



## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-Bid Rigging Act, 73 P.S.. §§ 1611 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/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.**



**EXHIBIT "A"**

**Cost of Bid**

The respondent, by signing this proposal form, acknowledges that he/she has carefully examined the proposal and specifications and documents; and further acknowledges that he/she understands and is able to render the scope of work as outlined in this proposal.

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip Code \_\_\_\_\_

Phone # \_\_\_\_\_ Email \_\_\_\_\_

Signature of Company Official \_\_\_\_\_

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

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

**Bid - TV Studio Remodel \$ \_\_\_\_\_**

**Return the following with your bid**

1. \_\_\_\_\_ **Non-collusion Affidavit**
2. \_\_\_\_\_ **Cost of proposal**
3. \_\_\_\_\_ **Bid Form Page**
4. \_\_\_\_\_ **10% Bid Security**

**BID FORM**

**(Individual Principal)**

WITNESS: \_\_\_\_\_(SEAL)  
Signature of Individual trading and DBA

\_\_\_\_\_  
+++++(Partnership Principal)

WITNESS:

\_\_\_\_\_ By: \_\_\_\_\_(seal)  
Partner

\_\_\_\_\_ By: \_\_\_\_\_(seal)  
Partner

\_\_\_\_\_ By: \_\_\_\_\_(seal)  
Partner

\_\_\_\_\_ By: \_\_\_\_\_(seal)  
Partner

+++++(Corporation Principal)

\_\_\_\_\_ **Attest:**  
Name of Corporation

By: \_\_\_\_\_  
(Vice) President (Secretary)

(Corporate Seal)

+++++

\_\_\_\_\_ Title \_\_\_\_\_  
Contact Name

\_\_\_\_\_ Address

Phone \_\_\_\_\_ Email \_\_\_\_\_