

## **REQUEST FOR BIDS**

Highlands School District requests sealed bids, at its administrative offices at 1500 Pacific Avenue Natrona Heights, PA 15065 at or before 10:00 a.m. local time, on Monday, July 14, 2025, when they will be publicly opened, for

### **AUDITORIUM LIGHTING AND AUDIO UPGRADE PROJECT**

in accordance with the General Conditions, Detailed Specifications, and other Contract Documents as listed in the General Conditions. All Bidders shall familiarize themselves with the site conditions and Bid Documents. Bid Documents are available at the District office, Mon. through Thru., 8:00 A.M and 4:00 P.M., or at the District website: [www.goldenrams.com](http://www.goldenrams.com).

HIGHLANDS SCHOOL DISTRICT

Bidder: \_\_\_\_\_ Phone: \_\_\_\_\_

## **GENERAL CONDITIONS**

These General Conditions shall apply to and become part of the contract between Highlands School District and the Bidder (the "Contract").

Contract Documents: The documents that will form the Contract between the Highlands School District (hereinafter, either "Highlands School District" or the "School District") and the Bidder are entitled "Request for Bids," "General Conditions," "Non-Collusion Affidavit," "Bid Bond," "Acknowledgement--Receipt of Revisions/Addendums", "Bid Certification", "Bid Form", "Contract," "Bidder's Past History," and "Specifications or General Requirements." Defined terms in the General Conditions shall apply to all of the Contract Documents.

Bid Form: Each Bidder must submit its Bid on the "Bid Form" and must also submit therewith the Non- Collusion Affidavit, Acknowledgment--Receipt of Revisions/Addendum, Bidder's Past History, Bid Bond and the Bid Certification. The School District will notify the successful Bidder at the time when Bids are awarded. The successful Bidder shall be referred to herein as the "Supplier."

Bid Bond: Each Bidder must submit with this Bid a "Bid Bond" which shall be a Bid Bond or certified check payable to Highlands School District in the amount of at least five percent (5%) of the Bid price. The Bid Bond or certified check shall be retained by the School District until the successful Bidder enters into the Contract with the School District in the attached form whereupon the Bid Bonds or certified checks shall be returned to the unsuccessful Bidders.

Permits: Supplier shall obtain all permits required by law and shall perform its obligations hereunder in accordance with the terms of the Contract Documents and to the satisfaction of the School District, and shall comply with all laws, rules and regulations of the U.S. Government and Commonwealth of Pennsylvania, and any department or agency thereof.

Intent of Specifications: The successful Bidder shall abide by the true intent of the Specifications and Contract Documents.

Nature of Agreement: The quantities listed on the detailed Specifications are estimates are provided solely for bidding purposes so that bidder can provide a price. Those quantities that are listed on the detailed Specifications are strictly estimates, and the School District is not committing to purchase such estimated amounts, nor is the School District committing to purchase any minimum amount, and can purchase none if the School District so chooses. Furthermore, the School District may purchase a greater quantity than the quantity listed on the detailed Specifications, if the School District elects to do so, in its sole and absolute discretion. In the event that the School District elects to purchase a greater quantity than the quantity listed on the detailed Specifications, the price for such additional quantities shall be per the lesser of: (i) the "Unit Price" included on the Bid Form for each item requisitioned; or (ii) the lowest price previously quoted to or charged by the Bidder to the School District for like goods or services in like quantities under similar circumstances. The products, materials and equipment to be ordered by the School District shall be requisitioned on an as-needed basis. In the School District's sole and absolute discretion, upon written notice to the Supplier, the School District reserves the right to purchase additional supplies that are in conformance with the detailed Specifications for up to six (6) months immediately following the date of the bid opening upon the same terms and conditions set forth in this bid package and the Contract Documents.

Price: Supplier warrants that the prices stated on the Bid Form are the lowest net prices charged by Supplier to any other customer for like goods or services in like quantities under similar conditions. If Supplier quotes a lower price within thirty (30) days after delivery to the School District, Supplier shall promptly pay to the School District a rebate in the amount of the difference of such amounts within ten (10) days of making such lower quote.

Delivery Due: The successful Bidder will be required to make complete delivery of Bid items for year 1 to the School District on or before August 1<sup>st</sup>, 2025. Successful Bidder and the School District shall cooperate in delivery scheduling arrangements.

Standard of Quality: Goods are to be new merchandise, not previously used or recycled merchandise. When a manufacturer and/or brand name and/or catalog number is specified, it is understood that the Bidder is responsible to provide the specified manufacturer and/or brand name and/or catalog number, as applicable, unless Bidder proposes a substitute as stated in the Contract Documents. The Specifications are intended to indicate quantity to be purchased, the quality, style, and specific features of those items. It is not the intent of the Highlands School District to limit the Bidder to any one manufacturer/product specified, but rather to describe a standard of quality. Although specific manufacturers and/or models of item may be used in the Specifications, Highlands will consider proposed

substitutions of at least the same quality, following the substitution proposal process set forth herein. Highlands School District is the sole determiner as to the quality and performance of the goods supplied by Supplier.

When a manufacturer, brand name or catalog number is specified, Bidder may propose to substitute substantially similar goods for those specified. When doing so, the substitute item shall indicate clearly the manufacturer and/or brand name and the catalog number of such proposed substituted items and provide a catalog cut which provides a description of the item sufficient to permit the School District to properly evaluate the proposed substitute. The catalog cut shall be marked in a manner to easily identify it with the item bid.

Bidders shall submit samples of the proposed substitute items at the same place and time the Bid is due. Samples shall be of sufficient size and quantity for an adequate evaluation and may be altered or destroyed during testing and evaluation by the School District. If the Bidder wants the sample(s) returned, the Bidder shall state with the Bid that the sample will be retrieved by the Bidder. A sample shall become the property of the School District if not retrieved by the Bidder within thirty (30) days after delivery thereof.

Freight and Delivery: All goods delivered pursuant hereto shall be delivered F.O.B. (without charges for delivery to and placing on board a carrier at a specific point) to the interior receiving area of the Highlands School District, 1500 Pacific Avenue Natrona Heights, PA 15065.

DELIVERIES SHALL BE MADE ONLY BETWEEN 7:30 A.M. AND 3:00 P.M., local time. Shipment shall be made only upon the receipt by Supplier of a written (or faxed, or emailed) written request signed by the School District. The requested supplies must be delivered to the School District by the date specified in the Contract Documents or as otherwise provided by the School District. Late deliveries will result in a one percent (1%) late fee for each day the delivery, or any portion thereof, is late, which late fee shall be applied to such delayed item's invoice, or any other invoice. The late fee provided herein shall not be the exclusive remedy of the School District upon a failure of Supplier to perform hereunder, and shall not interfere with or limit any other rights and remedies available to the School District upon a breach of the Contract Documents.

Delivery tickets and/or packing slips shall provide the following information: name of item, item number, quantity, Unit Price, invoice total and name of Bidder.

Failure to comply with these General Conditions, the detailed Specifications, or any other Contract Document is sufficient reason to refuse acceptance of any delivery, or portion thereof, with no liability accruing to the School District.

Upon acceptance as provided herein, providing the applicable invoices have been received by the School District, payment for such items will be made by the School District within thirty (30) days of such approval.

Reject Bids: The School District reserves the right to reject any or all Bids or parts of a Bid, to waive any informalities as received and to award the Bid in its entirety or to apportion such Bids into several smaller Bids in the School District's best interests.

Bid Withdrawal: Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974 73 P.S. Sec. 1601 et seq. Strict compliance with said Pennsylvania Bid Withdrawal Act is required to withdraw a Bid after Bid opening.

Prohibited Discrimination: The provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955 (P.L. 744) (43 P.S. §951, et seq.) of the Commonwealth of Pennsylvania and Human Relations Contract Compliance, 16 Pa. Code 349.101, all of which may be amended from time to time, prohibit certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. Supplier shall agree to comply with the provisions of this Pennsylvania Human Relations Act and the Human Relations Contract, which is made part of these General Conditions as if included herein at length. (24 P.S. § 7-755).

Supplier's and Subcontractor's Insurance: Supplier shall not commence work under the Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the School District, nor shall Supplier allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved by the School District as provided herein. All of the

Supplier's and subcontractors liability insurance providers must be licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The insurance carriers of whom the Supplier and subcontractors have purchased insurance coverage are to have an A- or better rating plus a financial rating of VI or better with the "AM Best's Company Key Rating Guide" – latest edition.

- (a) Compensation and Employer's Liability Insurance: Supplier shall procure and shall maintain during the life of the Contract Worker's Compensation Insurance and Employer's Liability Insurance as statutorily required by the state and federal government for each accident, for all of his employees to be engaged in work on the Project, and in case of any such work sublet, Supplier shall require the subcontractor similarly to provide such Workmen's Compensation Insurance and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- (b) Supplier's Public Liability and Property Damage Insurance: Supplier shall procure and shall maintain during the life of the Contract Supplier's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person and Supplier's Property Damage Insurance in an amount not less than \$1,000,000.
- (c) Supplier's Protective Liability and Property Damage Insurance: Supplier shall procure and shall maintain during the life of the Contract Supplier's Protective Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, in an amount not less than \$1,000,000 on account of one accident, and Supplier's Protective Property Damage Insurance in an amount not less than \$1,000,000.
- (d) Supplier's Automobile Liability and Property Damage Insurance: Supplier shall procure and shall maintain during the life of the Contract Automobile Liability Insurance in amount not less than \$1,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident and Automobile Property Damage Insurance in an amount not less than \$1,000,000 which Liability and Property Damage Insurance shall include all hired automobiles and all non-owned automobiles used by Supplier.
- (e) Subcontractor's Public Liability and Property Damage Insurance, Protective Liability and Property Damage Insurance, and Automobile Liability and Property Damage Insurance: Supplier shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance, Subcontractor's Protective Liability and Property Damage Insurance and Sub-Supplier's Automobile Liability and Property Damage Insurance of the type specified in subparagraphs (b), (c), and (d) hereof, in amounts approved by the School District.
- (f) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b), (c), (d), and (e) hereof, shall provide adequate protection for Supplier and his subcontractors, respectively, against damage claims which may arise from operations under the Contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured and, also, against any of the following special hazards which may be encountered in the performance of this Contract: collapse and damage to underground utilities.
- (g) Proof of Carriage of Insurance: The Supplier shall procure, and shall keep in force for the duration of this Contract, a policy or policies of liability insurance, in the types and amounts described above, wherein the School District is named as an additional insured party, issued by a company which is satisfactory to the School District, covering all claims for personal injury, death, and property damage which arise out of or are in anyway related to any act done or omitted with respect to Supplier's performance of the Contract or in the course of such performance. Each such policy shall provide that no cancellation or material change thereof shall be effective until thirty (30) days after written notice of intent to cancel it has been given to the School District. Before performing any work for the School District hereunder, Bidder shall furnish the School District with a certificate of insurance from the insuring company, as evidence that such liability insurance has been obtained. In addition, all of the Supplier's insurance policies shall be primary and non-contributory with respect to any other valid and collectible insurance policies. Failure to furnish the correct type of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and the Supplier shall be deemed to be in default.

Reports, Records, and Data: Supplier and each of its subcontractors shall submit to the School District such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the School District may request concerning work performed or to be performed under this Contract.

Guarantee: Unless specified otherwise, Supplier shall guarantee that all goods received under the Contract shall be free from defects for a period of one (1) year from date of acceptance thereof, which shall be in addition to any guarantee provided by the respective manufacturers.

Prohibited Interests: No official of the School District who is authorized in such capacity and on behalf of the School District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving, the Contract or any portion thereof, shall become directly or indirectly interested personally in the Contract or in any part thereof and Supplier shall immediately notify School District to the extent it becomes aware or has reason to believe that any such official has become so involved. No officer, employee, attorney, engineer or inspector of or for the School District who is authorized in such capacity and in behalf of the School District to exercise any legislative, executive, supervisory or other similar functions in connection with the Contract shall become directly or indirectly interested personally (except in such professional capacity) in the Contract or in any part thereof. (18 P.S. §7503; 24 P.S. §§ 7-751(e), 7-751.1; 62 Pa.C.S.A. § 4501 et. seq.)

Subcontracting:

- (a) Supplier may utilize the services of subcontractors.
- (b) Supplier shall not award any work to any subcontractor without prior written approval of the School District, which may be given or withheld in the School District's sole discretion. Supplier shall submit to the School District a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the School District may require.
- (c) Supplier shall be as fully responsible to the School District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Supplier.
- (d) Supplier shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to Supplier by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give Supplier the same power as regards terminating any subcontract that the School District may exercise over Supplier under any provision of the Contract Documents.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the School District.

Assignments: Supplier shall not assign the whole or any part of the Contract or any moneys due or to become due thereunder without written consent of the School District. In case Supplier assigns all or any part of any moneys due or to become due under the Contract the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Supplier shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in the Contract.

Mutual Responsibility: If through acts of neglect on the part of the Supplier, any subcontractor shall suffer loss or damage, the Supplier agrees to settle with such other subcontractor by agreement or arbitration, if it will so settle. If such other subcontractor shall sue the School District on account of any damage alleged to have been so sustained, the School District shall notify the Supplier, who shall defend such proceedings at the Supplier's expense and, if any judgment against the School District arises therefrom, the Supplier shall pay or satisfy it and pay all costs incurred by the School District in connection therewith. In the event the School District incurs any legal fees, the Supplier will be liable for the same.

Termination For Cause: In the event of termination for cause, the School District, in addition to all other damages recoverable by law, may recover from the Supplier legal fees, professional fees, costs, expenses, including, but not limited to, employee time attributable to said events, and the Supplier shall immediately pay the School District for the same. In the event the Supplier fails to adhere to this contractual provision or other requirements of the Contract, whether the subject provision is material or not, to the extent the School District incurs legal fees, professional fees,

costs or expenses, of any kind, in the School District's attempts to enforce such provisions, the School District shall be entitled to assess and the Supplier shall be liable for the same to the School District. In such event, the School District may deduct such amounts from any application for payment, or other amounts invoiced by the Supplier.

Termination For Convenience: If the School District terminates the Supplier for convenience, the School District shall pay only so much of the contract price as is then due the Supplier for work performed or materials supplied in accordance with the Contract Documents in a manner satisfactory to the School District and nothing more.

Changes: The School District may at any time, by written order and without notice to the sureties, require the performance of such changes and alterations in the work as it may find necessary or desirable. The amount of compensation to be paid to the Supplier for any changes and alterations, as so ordered, shall be determined as follows:

- (a) By such applicable Unit Prices, if any, as are set forth in the Contract; or
- (b) If no such Unit Prices are so set forth then by a lump sum mutually agreed upon by the School District and the Supplier; or
- (c) If no such Unit Prices are so set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Supplier of the materials and of the wages of applicable labor required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved, plus 10% as compensation for all other items of profit and costs or expenses, including, but not limited to, administration, overhead, superintendents, insurance, materials used in temporary structures, allowances made by the Supplier to subcontractors, additional premiums upon the Contract bonds of the Supplier, if applicable, and the use of small tools.

The School District reserves the right to accept or reject a proposal of the Supplier, to obtain quotations from other sources and to employ other parties to perform such work or parts thereof if the School District sees fit.

The Supplier shall proceed with changes, alterations or deviations after receiving written authorization from the School District therefor and such work shall be controlled by all the terms and provisions of the Contract.

Timing: Time is of the essence in the performance of the Contract Documents. If services are not completed, the proper good are not delivered, or goods are not delivered by the delivery date set forth herein or as otherwise required by the School District, the School District may terminate the Contract, purchase order, or any portion thereof, by written notice effective upon receipt by Supplier and obtain substitute services or goods elsewhere. Supplier shall promptly reimburse the School District for any loss or increased costs, including downtime or overtime costs, incurred by the School District as a result of obtaining such substitute goods or services.

Taxes: Supplier is solely responsible for the payment of any sales, use or other tax or duty levied or based on the price of any goods, work or services provided pursuant to the Contract Documents. If the School District pays any such tax or duty, Supplier shall promptly reimburse the School District therefor.

Invoice Disputes: The School District may dispute invoiced amounts and withhold the disputed amount while the parties try to resolve the dispute. Pending such dispute resolution, the parties shall continue to meet their other obligations under the Contract Documents. Payment of any fees by the School District shall not waive any rights, claims or remedies.

Limitation of Liability: Notwithstanding anything to the contrary, in no event shall the School District's cumulative liability to Supplier for all claims, liabilities, losses, damages, costs and expenses relating to the Contract Documents, or the goods or services provided thereunder, exceed the amount of the purchase price for any such goods or services that gave rise to such claims, liabilities, losses, damages, costs or expenses, less any amounts already paid by the School District for such goods or services. The School District shall not be liable to Supplier for any lost profit, loss of business, loss of goodwill, indirect, incidental, punitive or consequential damages under the Contract Documents or relating to the goods and services provided thereunder.

Indemnification: Supplier shall indemnify, defend and hold harmless the School District, and its affiliates, officers, directors, employees, agents, successors and assigns from and against any and all losses, obligations, liabilities, claims, suits, judgments, damages (whether incidental, consequential, or otherwise), penalties, fines, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in connection with (a) the violation or alleged violation of any law, ordinance, regulation, or rights of third parties by reason of performance or

nonperformance by Supplier under the Contract Documents; (b) breach of any term, condition, covenant, agreement, representation or warranty by Supplier; (c) any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property relating to the use or design of any equipment, materials, goods or services furnished by Supplier under the Contract Documents or the processes or actions employed by or on behalf of Supplier; (d) injury or death to persons or any real or personal property damage, arising from or relating to the goods or services provided by Supplier under the Contract Documents or acts or omissions of Supplier or its officers, directors, employees, agents, contractors or subcontractors; or (e) claims arising from or relating to injuries to or death of Supplier's employees, including, but not limited to, claims based upon allegations of negligence of the School District. The indemnity provided in clause (e) is applicable to claims for which Supplier has or may have immunity under the Pennsylvania Workmen's Compensation Act, or other similar law, and Supplier agrees and acknowledges that by undertaking to indemnify the School District, Supplier is expressly undertaking indemnification liability by written contract pursuant to Section 303(b) of the Pennsylvania Workmen's Compensation Act, or any other similar law. Supplier's obligations under this section shall not be limited to its insurance coverage.

Materials, Services, and Facilities: It is understood that Supplier shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, and all other services and facilities of every nature, whatsoever necessary to execute, complete and deliver the goods within the specified time.

Notice: The term "Notice" as used throughout the Contract Documents shall mean written notice. Written notice shall be deemed to have been duly served when delivered personally to or at the last known business address of the person, firm or corporation for whom intended, or to his, their or its duly authorized agent, representative or officer, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their, or its last known business address and deposited in a United States Mail Box.

Supplier's Obligations: Supplier shall and will, in a good and workmanlike manner, do and perform all work and furnish all goods in accordance with the terms and conditions provided by the Contract, within the time herein specified, in accordance with the provisions of the Contract. Supplier shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract, and shall do, carry on and complete the obligations arising out of the Contract to the satisfaction of the School District.

Worker's Compensation Act: Supplier shall accept, insofar as the work covered by the Contract is concerned, the provisions of the Pennsylvania Workmen's Compensation Act, 77 P.S. § 1 et seq., and any supplements or amendments thereof, including any which may hereafter be passed and shall insure his liability thereunder, or file with the Highlands School District, a certificate of exemption from insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.

Observance of Laws: Supplier at all times shall observe and comply with all federal and state laws and local ordinances and regulations in any manner affecting or relating to the Contract Documents and all such orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over or relating to the Contract Documents, and shall indemnify, defend and hold harmless the School District and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order or decree, whether by itself or its employees. The Pennsylvania laws that Supplier should particularly review for applicability to this Bid, include, without limitation:

- (a) "Public Works Suppliers' Bond Law of 1967," 8 P.S. § 165-1 et seq., for particulars relating to performance and payment bonds.
- (b) PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the Contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the Contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. These acts and laws provide clarifications and penalties.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

- (c) "Withdrawal of Bids," 73 P.S. §1601 et seq., where a Supplier desires to withdraw a bid.

- (d) "Anti-Bid Rigging Act," 73 P.S. §1611 et seq., for standards to be observed by Suppliers in preparing their respective bids.
- (e) "Award and Execution of Public Contracts," 62 Pa.C.S.A. §3902 et seq., governing the procedure for the award and execution of public contracts.
- (f) "Motor Vehicle Procurement Act," 62 Pa.C.S.A. §3731 et seq., where motor vehicles are to be supplied as part of a public contract.

Jurisdiction; Venue: Any suit, action or other proceeding seeking to enforce, or in any way relating to, any provision of the Contract Documents shall be brought only in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania. Supplier irrevocably consents and submits to the jurisdiction and venue of such courts and irrevocably waives any objection which it may have to the laying of the venue of any suit, action or proceeding brought in such courts and any claim that such suit, action or proceeding brought in such courts has been brought in an inconvenient forum or that such courts lack jurisdiction.

Severability: If any provision of these General Conditions or the Contract Documents, or any portion thereof, is held invalid or unenforceable by any court of competent jurisdiction, the other remaining provisions will remain in full force and effect. Any provision of these General Conditions or any Contract Document held invalid or unenforceable only in part will remain in full force and effect to the extent not held invalid or unenforceable.

Waiver: Neither the failure nor any delay by the School District in exercising any right, power or privilege under these General Conditions, or the Contract Documents, will operate as a waiver of any such right, power or privilege, and no partial exercise of any such right, power or privilege will preclude further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

Governing Law: The Contract Documents and transactions contemplated thereby shall be governed by, and construed in accordance with, the domestic internal laws of the Commonwealth of Pennsylvania, without regard to its principles pertaining to the conflict of laws.

Acceptance of Goods. The School District's payment of the purchase price, or any part thereof, does not constitute acceptance of the goods or services. Goods and services are subject to inspection and rejection by the School District within a reasonable time following receipt by the School District. Risk of loss does not pass to the School District until acceptance of the goods or services. To the extent practicable, defective or nonconforming goods will be returned to Supplier, at Supplier's sole cost and expense, and the risk of loss with respect to such defective or nonconforming goods shall never pass to the School District and shall remain with Supplier.

Warranties. Supplier warrants that all goods, work or services furnished pursuant to the Contract Documents shall, as appropriate: (a) be new and free from defects; (b) conform to all designs, plans and Specifications; (c) be performed in a good, professional and workmanlike manner; (d) be merchantable, safe, fit and appropriate for the School District's particular purpose and use; and (e) be delivered free and clear of any claims, liens or encumbrances whatsoever.

Waiver of Consequential and Incidental Damages: The Supplier waives claims against the School District for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to:

- (a) Consequential damages incurred by the Supplier for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.
- (b) Incidental damages incurred by the Supplier including, but not limited to, costs resulting from stopping performance under the Contract, removing and transporting the Supplier's property (e.g., the Supplier's equipment, supplies and materials) from the project site, and storing the Supplier's property (e.g., the Supplier's equipment, supplies and materials) at an alternate location.

This waiver is applicable, without limitation, to all consequential and/or incidental damages, due to either the Supplier and/or the School District's termination of the Contract.



Interpretations:

- (a) Where required hereunder to effectuate the intent of the Contract Documents, masculine shall mean neuter or feminine and the singular shall mean the plural.
- (b) The captions and headings of various paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- (c) The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.
- (d) The parties hereto acknowledge that all of them have participated in the drafting of the Contract Documents and the parties hereto expressly waive the defense of contra proferentum, i.e., that the Contract Documents or any portion of the Contract Documents may be construed against any party as the drafter thereof.

**NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR HIGHLANDS SCHOOL DISTRICT. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF SCHOOL DIRECTORS OF THE HIGHLANDS SCHOOL DISTRICT AT ITS REGULARLY SCHEDULED MEETING.**

**Changes, alterations or interlineations in the Bid are not permitted.**

**CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the HIGHLANDS SCHOOL DISTRICT (hereinafter, the "School District"), and \_\_\_\_\_ (hereinafter, the "Bidder"),

- 1) A Corporation known as \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_.

OR

- 2) A Partnership known as \_\_\_\_\_ consisting of the following partners \_\_\_\_\_.

OR

- 3) An individual \_\_\_\_\_ trading as \_\_\_\_\_ whose address is \_\_\_\_\_ City of \_\_\_\_\_.

WITNESSETH, that the parties hereto for the consideration stated, intending to be legally bound hereby, mutually agree as follows:

1. Bidder agrees to furnish \_\_\_\_\_ in strict accordance with the Specifications, General Conditions and other Contract Documents attached hereto and referred to herein, all of which are made a part hereof, including, but not limited to, all conditions, instructions, requirements, and statements contained therein.

2. Provided the Specifications, General Conditions and other Contract Documents have been completely met, the School District will thereafter pay Bidder the sum of \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ cents (\$\_\_\_\_\_).

3. The General Conditions and the other Contract Documents (as that term is defined in the General Conditions) are hereby incorporated by reference herein as if herein stated in their entirety, and the parties hereto agree to be bound thereby, including, but not limited to, to the provision in the General Conditions allowing the School District to purchase a greater quantity than the quantity listed on the detailed Specifications if the School District elects to do so, in its sole and absolute discretion.

BIDDER \_\_\_\_\_

HIGHLANDS SCHOOL DISTRICT

\_\_\_\_\_  
Signature      President

\_\_\_\_\_  
Signature  
(SEAL)

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

**NOTE: Acceptance of this proposal by the Highlands School District's Board of Directors will convert this proposal into a binding contract.**

## BID FORM

### Highlands School District - Auditorium Lighting and Audio Upgrade Project Bid

A.

Total Bid Amount: \$ \_\_\_\_\_

Written Bid Amount: \_\_\_\_\_

Company Name: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

Bidder Telephone Number \_\_\_\_\_

Delivery for year 1 must occur on or before August 1<sup>st</sup>, 2025.

#### B. BID BOND

The following bid security accompanies this bid:

Type: \_\_\_\_\_

Amount: 5% of Total Bid

The following indicates any discrepancies between this Bid and the School District's general Specifications such as shipping terms, minimum amount of orders, etc.

Person(s) to be contacted should clarification of any part of your bid be necessary:

_____	_____
Name	Telephone

BIDDER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURES: \_\_\_\_\_

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

(hereinafter called the "Principal"), as Principal, and \_\_\_\_\_ a company  
authorized to transact business in the Commonwealth of Pennsylvania, and having its principal office at \_\_\_\_\_

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto  
Highlands 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 \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, said Principal is herewith submitting to the Obligee a Proposal to perform \_\_\_\_\_ Work for  
the Obligee's \_\_\_\_\_

(Name of Project and Location Municipality, County and State)

pursuant to Specifications and other Contract Documents incorporated into the Obligee's Contract Documents 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 upon the Obligee's delivery to the Principal of seven (7)  
days notice of intention to accept the Principal's Bid and to make a formal award of Contract enter into such Contract and shall  
furnish insurance certificates in all respects as required by the Contract Documents, then this obligation shall be void, but  
otherwise it shall remain in full force. In the event of the failure to enter into such Contract or furnish such certificates of insurance  
within the time specified, the Principal and Surety shall 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 expenses 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 Bond together with interest.

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

(Individual Principal)

\_\_\_\_\_  
(Signature of Individual) (SEAL)

Trading and doing business as:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Partnership Principal)

(Name of Partnership)

Witness:

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)

(Corporation Principal)

(Name of Corporation)

ATTEST:

\_\_\_\_\_  
(Secretary)

BY: \_\_\_\_\_  
(President)

(CORPORATE SEAL)

or (if appropriate)

Witness:

\_\_\_\_\_

\*BY \_\_\_\_\_  
Authorized Representative

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

---

(Corporation Surety)

(Name of Corporation)

Witness or Attest:

\_\_\_\_\_

\*\*BY: \_\_\_\_\_  
Attorney in Fact

(CORPORATE SEAL)

\*\*Attach an appropriate power of attorney, dated as of the same date as the Bid Bond, evidencing the authority of the Attorney-In-Fact to act on behalf of the Corporation Surety.

---

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

**Highlands School District - Auditorium  
Lighting and Audio Upgrade Project  
Bid**

CERTIFICATE AS TO CORPORATE PRINCIPAL

\_\_\_\_\_ certify that I am the \_\_\_\_\_ of the  
Corporation named as PRINCIPAL, in the \_\_\_\_\_ within Bid Bond; that  
who signed the said Bid Bond on behalf of the Principal was then \_\_\_\_\_ of said  
corporation; that I know the signee's signature, and the signature thereto is genuine; and that said Bid Bond is duly  
signed, sealed and attested for on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
(Affix Corporate Seal)  
(Assistant Secretary)

**Highlands School District - Auditorium  
Lighting and Audio Upgrade Project**

**NON-COLLUSION AFFIDAVIT**  
HIGHLANDS SCHOOL DISTRICT

Commonwealth of Pennsylvania

: S.S.

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

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of My Company),

the Bidder that submitted that attached Bid and that I am authorized to make this affidavit on behalf of my company, its owners, directors, and officers. I am the person responsible in my company for the price(s) and the amount of this Bid.

**I state that:**

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement by the Bidder, any of its sureties, agents, representatives, owners, employees, or parties in interest with any other contractors, bidders, potential bidders or any other sureties, agents, representatives, owners, employees or parties in interest of any other contractors, bidders or potential bidders. The price(s) quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its sureties, agents, representatives, owners, employees, or parties in interest, including this affidavit.

(2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other company or person who is a bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder, and they will not be disclosed before opening bid.

(3) No attempt has been made or will be made to induce any company or person to refrain from bidding on this Contract, or to submit a Bid higher than this Bid, or to submit any collusive or intentionally high or non-competitive Bid or other form of complementary Bid.

(4) The Bid of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder to submit a complementary or other non-competitive Bid.

(5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and  
(Name of My Company)

employees are not currently under investigation by any governmental agency and have not in the last four (4) 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 \_\_\_\_\_ understands and acknowledges that  
(Name of My Company)

the above representations are material and important, and will be relied on by the Highlands School District in awarding the Contract(s) for \_\_\_\_\_ which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Highlands School District of true facts relating to the submission of Bids for this Contract.

\_\_\_\_\_  
(Name and Position in Company)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



## BIDDER'S PAST HISTORY

[illegible]

---

---

---

---

Page 1

**Highlands School District - Auditorium  
Lighting and Audio Upgrade Project  
Bid**

**BID CERTIFICATION**

**BID**

**of**

---

(Name of Bidder)

---

(Business Address of Bidder)

---

(Date)

To Whom It May Concern:

This is a Bid to provide Highlands School District - Auditorium Lighting and Audio Upgrade Project. This Bid is due at or before 10:00 AM., local time, on Monday, July 14<sup>th</sup>, 2025. Bids must be submitted on the Bid Form prepared by the School District.

The undersigned, having examined carefully the Contract Documents agrees to furnish:

Highlands School District - Auditorium Lighting and Audio Upgrade Project

Bids shall be placed in a sealed envelope plainly marked Highlands School District - Auditorium Lighting and Audio Upgrade Project BID.

1. If sent via regular first class mail, the bid envelope should be addressed to the Highlands School District 1500 Pacific Avenue Natrona Heights, PA 15065.
2. If delivered via courier service (i.e., Federal Express, UPS, etc.) the bid envelope should be addressed to the Highlands School District, Attention: Kate Rich, 1500 Pacific Avenue Natrona Heights PA 15065.

Bidder \_\_\_\_\_ Phone \_\_\_\_\_

**Highlands School District - Auditorium  
Lighting and Audio Upgrade Project  
Bid**

This certifies that (1) this Bid is genuine and is not a sham, collusive or fraudulent; (2) this Bid is not made in the interest of or in behalf of any other person other than the undersigned; and (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other Bidder.

Bidder shall circle 'yes' if the Bidder wants samples returned:     YES

(INDIVIDUAL BIDDER)

_____	_____ (SEAL)
(Date)	(Signature of Individual)

Witness:

\_\_\_\_\_

Trading and doing business as:

\_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

-----

(PARTNERSHIP BIDDER)

_____	_____
(Date)	(Name of Partnership)

Witness:

_____	By	_____ (SEAL)
_____	By	_____ (SEAL)
_____	By	_____ (SEAL)
_____	By	_____ (SEAL)

Business Address \_\_\_\_\_

\_\_\_\_\_

Bidder \_\_\_\_\_ Phone \_\_\_\_\_

**Highlands School District - Auditorium  
Lighting and Audio Upgrade Project Bid**

(CORPORATION BIDDER)

(Corporate Seal)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(President, Vice-President or  
Authorized Representative\*)

Attest:

\_\_\_\_\_  
(Secretary, Asst. Sec.)

Business Address \_\_\_\_\_  
\_\_\_\_\_

\*Attach appropriate proof evidencing authority to execute on behalf of the corporation.

# Scope of Work

## 1. Project Overview

The Highlands High School Auditorium Lighting and Audio Upgrade Project is designed to modernize the facility's aging infrastructure to provide a more reliable, energy-efficient, and user-friendly environment for performances, assemblies, and events. This multi-year effort will replace outdated and failing components with advanced, state-of-the-art systems to significantly improve the auditorium's overall functionality and performance.

Currently, the auditorium's lighting is controlled by an aging dimming rack and an Architectural Control Processor (ACP), both of which are prone to failure. The existing dimming rack, which was originally purchased second-hand, controls 96 channels and has multiple failing circuits that cause lights to flicker or not operate at all. Similarly, the ACP, which manages the auditorium's wall stations and control panels, is malfunctioning, resulting in unreliable lighting control.

In addition to equipment failures, the limited number of electrical circuits requires excessive use of extension cords, creating safety concerns. The lighting and audio systems also rely on outdated analog control lines, which are increasingly problematic due to poor grounding, signal interference, and age-related degradation.

The auditorium's audio system faces similar challenges. It currently depends on a collection of aging analog EQs, delay units, and crossover processors, along with deteriorating analog wiring. These deficiencies lead to reduced audio quality and reliability, and many channels have become unusable due to wiring failures.

To address these issues, the project includes the phased replacement of key lighting and audio components over three years:

## 2. Auditorium Issues

### • Lighting

- Failing Dimming Rack
  - The dimming rack has 96 20amp dimming channels controlling all lighting in the auditorium. This piece of equipment was purchased second hand and multiple channels are failing causing the lighting to unexpectedly flicker or not turn on.
- Failing Architectural Control Processor
  - The ACP controls all lighting in the auditorium with dimming stations and push button stations. This piece of equipment is failing, causing intermittent control or no control of the lighting systems.
- Insufficient Number of Circuits
  - An insufficient number of circuits is causing the unsafe use of extension cords.
- Analog Control Lines
  - All communications for lighting and audio equipment are currently over analog control cables. These cables span throughout the auditorium and are experiencing issues due to bad grounding, crosstalk, and other age/use issues.

### • Audio

- Audio Processing
  - The audio processing equipment in the auditorium consists of EQs, delay, and crossover units. These units are experiencing issues with degraded audio quality

and reliability issues.

- Analog Wiring
  - The analog wiring for audio channels and microphones spans throughout the auditorium. This wiring is experiencing issues with many channels unable to be used due to wire failure issues.

### **3. Upgrades - Phased Replacement Scope**

- **Year 1**

- Vendor-Furnished & Installed (*or Approved Equivalent*)
  - **1. Lighting Control & Dimming**
    - (9) Obsidian EN4 4-Port sACN/Art-Net DMX/RDM Gateways
    - (2) ETC LED10 Dual 120 V PhaseAdept Modules (2CH)
    - (12) ETC D20 Dual 20 A Dimmer Modules (2CH)
    - (12) ETC R20-R2 Dual 20 A Relay Modules (2CH)
    - (1) ETC Sensor-3 SR3-48, 48-slot Rack (populated)
    - (22) ETC AFM Air-Flow Modules
  - **2. Emergency Bypass**
    - (1) ETC DEBC-1 DMX Bypass Controller
    - (1) ETC EBDK Bypass Detection Kit
    - (1) Bodine GTD20AM Transfer Switch
  - **3. Wall Stations & Touch Interfaces**
    - (3) ETC E1004 Echo Inspire 4-Button Stations
    - (2) ETC E1002 Echo Inspire 2-Button Stations
    - (2) ETC EchoTouch Wall-Mount Controllers
    - (2) ETC ETS-SBB Surface Boxes
    - (1) ETC E-SPS-DIN Kit w/ DNI-8
  - **4. Lighting Console & Stage Fixtures**
    - (1) ETC Ion XE 20 Console
    - (5) Chauvet Ovation F-415FC 6" LED Fresnels
    - (10) Chauvet Ovation P-56FC RGBAL PAR Fixtures
    - (1) Lot of Cables & Materials to support all device installation and interconnection
  - **5. Installation & Commissioning**
    - Install, address, program and focus all lighting fixtures
    - Configure, network, and commission lighting control systems
    - Remove legacy dimming cabinet
    - Install Cat 6 cabling to:
      - (3) Entry stations (rear door, stage-side, backstage)
      - (2) Touchscreen control locations (booth and stage)
      - (5) Stage electrics
      - FOH and both tormentor positions
      - Booth for additional network access

- Install transfer switch for (8) emergency fixtures on generator-fed panel
- Provide full commissioning and (1) three-hour user training session
- 
- Vendor-Supplied Only (Furnished, Not Installed) *(or Approved Equivalent)*
  - 1. *Rack Infrastructure & Power*
    - (1) Middle Atlantic SNE24D-4536-P1-24 Network Enclosure
    - (1) Middle Atlantic SRSR-X-18 Rotating Rack
    - (1) Middle Atlantic LT-1R Rack Light
    - (1) 45" Middle Atlantic Split Cable Chase Top
    - (1) 36" Middle Atlantic Cable Chase Top
    - (4) Middle Atlantic U2V Rackshelves
    - (4) LBP-1R Lacer Bar Packs
    - (4) CN1032-50 Cage Nut Packs
    - (4) HP-6MM Screw Packs
    - (2) Furman PL-8C Power Conditioners
    - (1) APC SMT1500RM2UC 1500 VA UPS
    - (2) Tripp Lite 0U Metered PDUs
  - 2. *Fiber & Cable Management*
    - (2) Corning 1U Fiber Optic Connector Housings
    - (2) Corning 6-Port Duplex LC Panels – OM3/OM4/10G
    - (1) Tripp Lite SRCABLELADDER – 10' Ladder with Attachments
    - (2) Tripp Lite SRCABLETRAY – Roof-Mounted Cable Trays
    - (2) Tripp Lite Cable Runway Mounting Kits with bolts needed to mount to concrete.
    - (1) Neat Patch 2U Cable Management Unit (2-pack)
    - (3) Legrand Wiremold RD4RBK10 Raceway Sections
    - (2) BTF-LIGHTING WS2814 RGBW LED Strip Light Kits
  - 3. *Audio Core Hardware*
    - (1) Allen & Heath dLive C3500 Control Surface
    - (1) Allen & Heath dLive DM32 MixRack (32x16 I/O)
    - (1) Allen & Heath Dante 128×128 Option Card
  - 4. *Cable Plant*
    - (1) Belden 9451-500 Audio Cable Spool
    - (4) Belden 2413 Audio/Data Cables
    - (24) Cat6A Slim Ethernet Patch Cables
    - (5) Cat6A Slim Patch Cables
    - (10) Cat6A Slim Patch Cables
    - (5) Cat6A Slim Patch Cables
    - (6) Cat6A Slim Patch Cables
    - (2) Vertical Cable CAT 6 25-pack Keystone Jacks
    - (2) 24-Port Patch Panel with Cable Manager
  - 5. *Audio & Data Termination*
    - (15) Neutrik XX Series Male/Female XLR Kits

- (20) Neutrik NC3MD-L-B-1 XLR Connectors (Male)
- (20) Neutrik NC3FDL1B XLR Connectors (Female)
- (10) Cable Techniques XLR Female to RA Male (12")
- (10) Cable Techniques XLR Female to RA Male (24")
- (10) Cable Techniques RA Female to XLR Male (12")
- (10) Cable Techniques RA Female to XLR Male (24")
- (10) Cable Techniques RA 3-pin XLR Female Connectors
- (10) Cable Techniques RA 3-pin XLR Male Connectors
- (1) Platinum Tools Shielded EZ-RJ45 Connector Jar (50-pack)
- (1) Platinum Tools EXO Crimp Frame with Die
- (1) trueCABLE Shielded Keystone Jack 12-Pack
- (1) trueCABLE Cat6 Shielded Plenum Cable (1000 ft)
- (1) Klein VDV826-763 Pass-Thru RJ45 Plug Kit (200-pack)

Additional Notes:

- No work is to be performed on the existing house lighting system unless otherwise specified.
- The contractor shall provide all necessary lifts and safety equipment to perform this scope of work.

All work shall comply with applicable electrical codes and be completed to the satisfaction of the Highlands School District.