



Data Service Center

168 S. Dupont Highway
New Castle, DE 19720
www.dataservice.org

Phone: (302) 504-7200
Fax: (302) 504-7201
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June 28, 2012

RE: BID Number: 2-12-72

BID Title: Communication Center – Thomas McKean High School – Red Clay Consolidated School District

Date/Time of BID Opening: July 23, 2012 at 2:00 PM

The Data Service Center will receive sealed proposals for the above referenced bid until the time and date stated above when they will be publicly opened in the Data Service Center, 168 S Dupont Highway, New Castle, DE 19720 (phone 302-504-7200).

Enclosed are General Instructions to Bidders and Specifications, which I strongly encourage you to be fully aware of when submitting a proposal. **The enclosed Proposal Form must be used in submitting a proposal.** The General Instructions to Bidders, Special and/or Specifications are to be returned only if you wish to take exception to anything contained therein. You should retain these documents (or copies) for information in the event you are a successful bidder.

If you have any questions concerning the enclosed information, please contact me.

Sincerely,

Emily L. Ryan
User Support Analyst
Central Bidding Department

DATA SERVICE CENTER

CENTRAL BIDDING DEPARTMENT

COLONIAL SCHOOL DISTRICT
RED CLAY CONSOLIDATED SCHOOL DISTRICT

GENERAL INSTRUCTIONS TO BIDDERS

THE GENERAL RULES AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A PART OF EACH CONTRACT OR PURCHASE ORDER. BEFORE SUBMITTING ITS BID, THE BIDDER MUST REVIEW ALL INSTRUCTIONS AND SPECIFICATIONS. A BIDDER'S MISINTERPRETATION OR IGNORANCE OF SUCH INSTRUCTIONS OR SPECIFICATIONS WILL NOT EXCUSE THE BIDDER FROM COMPLYING WITH THE INSTRUCTIONS AND SPECIFICATIONS. THE BIDDER MUST ALSO REVIEW APPLICABLE STATE LAWS. IF THESE INSTRUCTIONS OR THE BID SPECIFICATIONS ARE INCONSISTENT WITH STATE LAW, STATE LAW SHALL CONTROL.

NOTE: "District(s)" refers to the Colonial and Red Clay Consolidated School Districts, individually or collectively as indicated in the Special Instructions or Specifications.

1. BID PROPOSALS

Use the enclosed Proposal Form in submitting a Bid Proposal. The Bid Proposal must be dated and signed by an authorized representative of the bidder. A Request for Bids for Red Clay Consolidated, and/or Colonial School Districts received from any source other than the Central Bidding Department may not be complete or current. When you are made aware of an existing Request for Bid, you should contact this office for the bid documents.

All Bids must, prior to the time set for the public opening, be returned to the Data Service Center, Central Bidding Department, 168 S. Dupont Highway, New Castle, DE 19720, in the enclosed pre-addressed envelope with the bidder's name, bid number, and time and date of the bid opening appearing on the envelope. All bids must be in sealed envelopes.

2. "RFP" - REQUESTS FOR PROPOSALS

When the use of competitive sealed bidding is either not practicable or not advantageous to the District, a procurement may be effected after receipt of a response to a "Request For Proposal" ("RFP"). The "RFP" differs from a "Bid" in that offerors submitting proposals may be afforded an opportunity to discuss and revise proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals reasonably likely to be selected for award.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process. The award shall be made to the offeror(s) whose proposal is most advantageous to the District(s), taking into consideration the evaluation factors set forth in the RFP. The award may be made upon criteria which do not include price.

3. PRE-BID MEETINGS

In the case of any public works contract for the construction, re-construction, alteration or repair of any public building or other public improvement of any District, there shall be a meeting of all prospective bidders and of the District called by the District upon reasonable notice and at a place and time stated in such notice which meeting shall be at least 15 days before the date for the submission of bids (29 § 6962(d)(10)a Delaware Code).

Pre-bid meetings for non-public works contracts and for public works contracts that do not exceed \$50,000 in value, and attendance requirements for such meetings, shall be at the discretion of the District(s).

4. DELIVERY OF BID PROPOSALS

Sealed Bid Proposal must be received in the Central Bidding Department, 168 S. Dupont Highway, New Castle, DE 19720, prior to the time set for the Bid Opening. It is the responsibility of the Bidder to make certain that the Bid Proposal is in the Central Bidding Department prior to the time set for the Bid Opening. The District(s) accepts no responsibility for any bid entrusted to the United States Postal Service, or any other delivery service or company. Bid Proposals not received in the Central Bidding Department by the time set for the Bid Opening will not be considered.

5. BID OPENING

Bids will be publicly opened in the Office of Central Bidding, Data Service Center, 168 S. Dupont Highway, New Castle, DE 19720 or other designated location at the time designated on the Proposal Form, and in the Advertisement for Bids. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the apparent low bidder. Additional information shall be disclosed at the discretion of the Districts.

The contents of any "Request For Proposal" will not be disclosed at an opening so as not to interfere with the negotiation process. Only the names of those submitting proposals shall be revealed.

6. POLICY AND PROCEDURE FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS

Title 29 § 10003 Delaware Code Freedom of Information Act

- (a) All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.
- (b) It shall be the responsibility of the public body to establish rules and regulations regarding access to public records as well as fees charged for copying of such records. (60 Del. Laws, c. 641 § 1.)

A. Examination of Contract File

Any citizen of the State or bidder may review the contract file only after making an appointment to do so with the Central Bidding Office. Requests to review the records during an unannounced office visit may be denied if department personnel are busy, or if the file is in active use. Trade secrets and commercial or financial information of a privileged or confidential nature shall not be deemed public.

B. Requests for Bid Tabulations

Copies of a bid tabulation may be obtained from the Data Service Center either by mail after receipt of a written request and a self-addressed and stamped envelope, or by making an appointment to pick up copies that will be left at the Receptionist's desk. Bid tabulation and/or contract information other than the name of the successful bidder will not be given out over the telephone. Requests for bid tabulations during an unannounced office visit may be denied if work flow of department personnel will be disrupted.

C. Copying Fees

The Data Service Center reserves the right to charge a reasonable fee for the copying of any public record. Such charges must be paid to the Data Service Center prior to receiving the copies.

7. STATUS OF PROPOSALS

- A. Unless otherwise stated in the Special Instructions or on the Proposal Form, the Proposal submitted by bidders shall be binding for a period of 60 days from the date the bids are opened. Requests for Proposals shall be binding for a period of 90 days.
- B. Bids may be withdrawn up to the time of the bid opening upon request of the bidder. Such a request must be in writing and received by the Manager of Central Bidding prior to the time stated for the bid opening. Timely requests submitted by facsimile or telegram will be honored.
- C. Waiver - The District(s) reserves the right to waive any failure to conform to the instructions or specifications if the waiver: (1) does not involve a mandatory statutory requirement; (2) does not provide a competitive advantage to one or more bidders; and (3) is in the best interest of the District(s).
- D. Bidders may take exception to the terms and conditions of the instructions and/or specifications. Exceptions must be submitted prior to the opening of bids. Exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders will be rejected. The bid of a bidder taking exception may be rejected if the District(s) rejects the exception.

8. AWARDING OF BIDS

- A. The District(s) reserves the right to award the bid to the lowest qualified bidder meeting specifications by item, in total, or any other method, whichever is deemed by the District(s) to be in its best interest.
- B. The District(s) reserves the right to award the bid to 2 or more firms if the advertisement for bids notifies bidders of the right of the District(s) to make such an award and the criteria for such an award.
- C. The District(s) reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to reasonably increase or decrease quantities where estimated quantities are shown or where definite quantities are shown, and may reject any bid which indicates any omission, contains alteration of form or additions not requested or imposes conditions, or where the individual bidder should receive a total award of less than \$500.00, or offers alternate items, and make any award which is deemed to be in the best interest of the District(s).
- D. In the event of tie bids, the District(s) will decide which bidder is to be awarded the contract by any criteria of its choice.
- E. The contract shall be awarded by the District(s) and its Board(s) within 60 days after the opening of bids. Failure to do so shall be cause for rejection of all bids. Responses to Requests for Proposals shall be awarded within 90 days after the opening of Proposals. Failure to do so shall be cause for rejection of all proposals.

9. BID DEPOSIT

All bid deposits are waived for contracts valued at less than \$25,000.00. Deposits are required for contracts for materials or services in excess of \$25,000.00 unless the bid specifications state that bid deposits are waived. All public works contracts in excess of \$50,000.00 require a deposit. All bids shall be accompanied with a deposit of either a good and sufficient bond to the State of Delaware for the benefit of the District involved, with corporate surety authorized to do business in this State, for a sum equal to 10% of the bid, or in lieu of the bid bond a security of the bidder assigned to and approved by the District. Bidders are advised that they may obtain written confirmation from the Data Service Center for the acceptance of a security deposit other than a bond, prior to the submission of the bid. The bid bond need not be for a specific sum but may be stated to be for a sum equal to 10% of the bid to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. All bidders shall submit a separate bid deposit for each proposal. Where all four (4) Districts are named in a proposal, a single bid deposit drawn to the order of the Brandywine School District, will be acceptable. Upon the execution of a formal contract and necessary bonds, the bid deposit will be returned to the successful bidder. The deposit of the unsuccessful bidders will be returned to them immediately upon the awarding of the contract, or the rejection of all bids.

10. FORMAL CONTRACT AND/OR PURCHASE ORDER

- A. The successful bidder shall execute the formal contract, and also the required bonds, within twenty (20) days after the award of the contract. In the event any successful bidder refuses or neglects to execute a formal contract or required bond within (20) days of the awarding of the contract, the bid deposit of the successful bidder may be taken and become the absolute property of the State for the benefit of the named District(s), as liquidated damages, and not as a forfeiture or as a penalty, and shall be deposited with the State Treasurer, and the District(s) will award Contract to the next lowest bidder or re-advertise for new bids. The District(s) will proceed to collect on the bid deposit. The District(s) waives all formal contracts on contract awards of less than \$5,000.00; the obligations of the bidder shall be set forth in the bid specifications, these General Instructions, and any special instructions. No bidder or Vendor is to begin any work until it receives a State of Delaware Purchase Order signed by two authorized representatives of the District(s), properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.
- B. The formal contract or purchase order shall incorporate by reference these General Instructions, as well as the Special Instructions and Specifications and the bidder's Proposal.
- C. If a bid is submitted to more than one District, each such District awarding the bid shall enter into a separate contract with the low, qualified bidder.

11. PERFORMANCE AND PAYMENT BONDS

- A. Performance and payment bonds are required for materials or non-professional service contracts, unless reduced or waived as stated in the bid specifications. Contracts for less than \$25,000 may contain a waiver of the bond requirement provided the successful vendor posts with the State an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such letter of credit or other security shall be issued for a term commencing simultaneously with the execution of the formal contract and terminating no later than 3 years, subsequent to the date of delivery of such material or non-professional service or to the extent of the warranty period, whichever is greater. In no event shall such security expire without the express written approval of the State. When required, the successful bidder shall simultaneously with the execution of the formal contract, execute a good and sufficient Performance and Labor and Materials bond to the State of Delaware for the benefit of the District(s), with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price.
- B. Performance and payment bonds are required for public works contracts. The successful bidder shall simultaneously with the execution the formal contract, execute a good and sufficient Performance and Labor and Materials Bond to the State of Delaware for the benefit of the District(s) with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price. Contracts may contain a waiver of the bond requirement, provided, however, that the successful bidder post with the contracting Agency an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such security shall be subject to the terms and conditions of the contracting District.
- C. The bond when required shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal and specifications at the time, and in the manner prescribed by the contract and specifications including the payment in full to every person furnishing materials or performing labor in the performance of the contract, of all sums of money due him for such labor or materials. The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the District(s) from all cost, damages, and expenses, including attorneys fees, growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the contract.
- D. The District(s) will, when it considers that the interest of the State so require, cause judgment to be confessed upon the bond. All sums received through confession of judgment shall be paid to the State Treasurer for the credit of the District(s).

- E. Every person furnishing materials or performing labor under the contract for which the successful bidder is liable may maintain an action on the bond for the subcontractor's or supplier's own use in the name of the State, in any court of competent jurisdiction, for the recovery of such sum or sums as may be due such person from the successful bidder, but if the bond so provides, no suit shall be commenced after the expiration of one (1) year following the date on which the successful bidder ceased work on the contract. Otherwise, suits may be commenced at any time within three (3) years following the date the last work is done on the contract.
- F. The performance and payment bond shall include a provision that the Surety shall have the right to participate in any arbitration proceeding which may involve liability under the bond, and that the arbitration award in any such arbitration proceeding shall be binding on the Surety.
- G. No person or surety, in any action brought under this section, or on the bond required by this section, shall assert as a defense to such action, the claim that the bond given pursuant to this section contained a limitation or restriction not provided for by this section.

12. FAILURE TO COMPLY WITH CONTRACT: NEW AWARD: SUPERVISION

If any person entering into a contract under the authority of this chapter neglects or refuses to perform it or fails to comply with the terms thereof, the District(s) will terminate the contract and proceed to award a new contract in accordance with the provisions of Chapter 69, Title 29 of the Delaware Code, or may require the surety on the performance bond to complete the contract in accordance with the terms of the performance bond.

Should a contractor/supplier fail to perform under the conditions of this contract, the District(s) reserves the right to purchase the item or items on the open market and charge to the contractor/supplier or deduct from any monies owed the contractor/supplier, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the contractor/supplier by certified letter and giving him reasonable time to reply, but in no event longer than 10 days from the mailing of the certified letter. Failure to supply items as bid may be cause for removal of a bidder from our vendor bid list.

13. CONTRACT FOR PUBLIC BUILDINGS: LISTING SUBCONTRACTORS: BIDDER AS SUBCONTRACTOR: SUBSTITUTION OF SUBCONTRACTORS: PENALTIES: SUBCONTRACTING LIMITATION

Any public works contract, the probable cost of which exceeds \$50,000, for the construction, reconstruction, alteration, or repair of any public building of the State or any agency or governmental unit within the State, shall, in addition to the other requirements of this chapter be subject to the following provisions.

- A. Such contract shall be awarded only to a bidder whose bid is accompanied by a statement containing for each subcontractor category set forth in the "listing" as provided in §6962(d)(10) of this Chapter, the name and address (City or Town and State only - Street Number and P.O. Box addresses not required) of the subcontractor whose services he intends to use in performing the work or in performing the work and providing the material, for such subcontractor category. No bidder for such a contract shall list himself in any accompanying statement as the subcontractor of any part of the public building unless the bidder, in addition to being licensed as a contractor of the State, shall also be recognized in the industry not only as a prime contractor but also as a subcontractor or contractor in and for any such part of parts of such work so listed in such accompanying statement.
- B. Neither the State nor agency nor governmental unit shall accept any bid for such a contract or award any such contract to any bidder, as the prime contractor, if the bidder has listed himself as the subcontractor for any subcontractor category set forth on the "listing" as provided in §6962(d)(10) of this Chapter, unless it has been established to the satisfaction of the awarding agency that the bidder has customarily performed the specialty work of such subcontractor category by artisans regularly employed by the bidder in his organization, that the bidder is duly licensed by the State to engage in such specialty work, if the State required such licenses and that the bidder is recognized in the industry as a bona fide subcontractor or contractor in such specialty work and subcontractor category. Illustrative only (and not intended to be exhaustive) of typical subcontractor categories involving their own respective types of specialty work, are plumbing, electrical wiring, heating, roofing, insulating, weather-stripping, masonry, bricklaying, and plastering. The decision of the awarding agency as to whether a bidder who lists himself as the subcontractor for a subcontractor category set forth in the "listing" as provided in §6962(d)(10) for such subcontractor category, shall be final and binding upon all bidders, and no action of any nature shall lie against any awarding agency because of its decision

in this regard.

- C. After such a contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth in the statement which accompanied his bid without the written consent of the agency awarding the contract. No agency shall consent to such substitution unless the agency is satisfied that the subcontractor in question whose name is listed in the successful bidder's accompanying statement (1) is unqualified to perform the work required, or (2) has failed to execute a timely reasonable subcontract, or (3) has defaulted in the performance of the part of the work covered by the subcontract, or (4) is no longer engaged in such business.
- D. Such a contract shall contain a provision for withholding from or requiring the payment by, the successful bidder of a penalty, the amount to be determined by the agency, for the failure to utilize any or all the subcontractors set forth in the successful bidder's accompanying statement in the performance of the work on the public building contemplated by the contract. Any sum so withheld from or paid by the contractor for any such failure may be remitted or refunded, in whole or in part, by the agency awarding the contract, but only in the event it is established to the satisfaction of the agency, that the subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted under this section unless application therefore is filed within one year after the liability of the successful bidder accrues. If any such application for refund of any sum paid as a penalty is denied, or if no application for refund is filed within the period provided herein for filing an application, such sum shall revert to the State.
- E. Any contract for a public works project may include a provision that the successful bidder on a specialty contract perform, at a minimum, a fixed percentage of the work up to 50% of the total contract bid. Factors to be considered by the awarding agency in setting the required percentage of amount of work the successful bidder must perform may include the degree of difficulty involved in the agency's administration of the work covered under the terms of the contract; the degree of specialty work contemplated in the contract and the time period required in which to complete the public works project. The terms of the contract shall so specify reasons for the stated percentage in its general terms and conditions.

14. WAGE PROVISIONS IN PUBLIC CONSTRUCTION CONTRACTS FAILURE TO PAY PREVAILING WAGE RATES: PENALTY

- A. The specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of buildings or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average wage paid to all employees reported.
- B. Every contract based upon these specifications shall contain a stipulation that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics. The specifications shall further stipulate that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.
- C. Every contract based upon these specifications shall contain a stipulation that sworn payroll information, be maintained and produced at the request of the Department of Labor.

- D. The Department of Labor shall investigate all claims that the prevailing wage rates as provided for under this section are not being or have not been paid. Upon finding that an employer has not paid or is not paying the prevailing wage rates, the Department of Labor shall notify the employer of the violations by certified mail and make an effort to obtain compliance. Upon failure to obtain compliance within 15 days of receipt of said certified mail, the Secretary may terminate all rights of the employer to proceed with the work under the public construction contract, and the employer shall be responsible for all damages resulting therefrom.
- E. Any employer who knowingly fails or refuses to pay the prevailing wage rates provided for under this Section, or who fails to submit payroll reports or post notice of the wage rates which apply to the project shall, for each such violation, be subject to a Civil Penalty of not less than \$1,000 nor more than \$5,000 for each violation. No public construction contract in this State shall be bid on, awarded to, or received by any contractor or subcontractor, or to any person, firm, partnership, or corporation in which such employer has an interest who, within two years after entry of a judgment pursuant to this chapter, is adjudicated in violation of this chapter in subsequent proceeding, until three years have elapsed from the date of the subsequent penalty judgment. A Civil Penalty claim may be filed in any court of competent jurisdiction.
- F. Any laborer or mechanic employed by any employer, or the Department of Labor on behalf of any laborer or mechanic employed by any employer, who is paid in a sum less than the prevailing wage rates provided for under this section shall have a right of action against the employer in any court of competent jurisdiction to recover up to treble the difference between the amount so paid and the prevailing wage rate. Such action may be brought by the Department of Labor in the name and for the benefit of the laborer or mechanic with or without an assignment of the claim from the employee, the Department of Labor shall have the power to settle and adjust any such claim to the same extent as would the aggrieved employee. It shall not be a defense to such action that the underpayment was received by the laborer or mechanic without protest. Upon the filing of an action under this section, the employer shall post suitable bond approved by the court for the damages which may be recoverable thereunder. Any judgment entered for plaintiff shall include an award for reasonable attorney's fees and costs of prosecution.
- G. Any wages collected under this chapter, but not claimed by the employee within 1 year from the date of collection, shall be retained by the Department of Labor for enforcement purposes.
- H. No action to recover wages and damages under this section shall be brought after the expiration of 2 years from the accruing of the cause of action.
- I. Whenever any person shall contract with another for the performance of any work which the contracting person has undertaken to perform, he or she shall become civilly liable to employees engaged in the performance of work under such contract for the payment of wages, exclusive of treble damages, as required under this section, whenever and to the extent that the employer of such employees fails to pay such wages, and the employer of such employees shall be liable to such person for any wages paid by him under this Section. If pursuant to this Subsection (I) a person becomes civilly liable to employees of another, such liability shall not constitute a violation of this Section for purposes of the termination, civil penalty and debarment provisions of Subsections (D) and (E) of this Section.
- J. A contract manager shall be responsible for monitoring compliance with this Section, but shall not become civilly liable to the same extent as the contracting person. For purposes of this Section, "contract manager" means any person who performs the function of the contracting person without becoming a party to the contract of performance, but rather contracts with the recipient of the goods or services to act as his/her agent. A contract manager who knowingly fails or refuses to monitor compliance with this Section shall, for each such failure or refusal, be subject to a Civil Penalty of not less than \$100 nor more than \$500. A Civil Penalty claim under this subsection may be filed in any court of competent jurisdiction. A contract manager's liability for a Civil Penalty pursuant to this Subsection (j) shall not constitute a violation of this section for purposes of the termination, civil penalty and debarment provisions of Subsection (D) and (E) of this Section.

15. PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT

In the construction of all public works for the State or any political subdivision thereof, or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal citizens of the State, who have established citizenship by residence of at least ninety days in the State. Any person, company or corporation who violates the provisions of this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

16. NON-DISCRIMINATION

In performing this work the successful bidder agrees to the following:

- A. The successful bidder will not discriminate against any employee or application for employment because of race, creed, color, sex, national origin, age or disability. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The successful bidder will, in all solicitations or advertisements for employees place by or on behalf of himself, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age or disability.

17. EQUAL OPPORTUNITY EMPLOYER

The named School District(s) is an equal opportunity employer and does not discriminate or deny services on the basis of race, color, creed, national origin, sex, disability, or age.

18. INSURANCE - LIABILITY

The successful bidder shall maintain, at its expense, the following insurance:

- A. Public Liability and Automobile Liability Insurance
 - 1. The policy is to be provided for both the owner and the contractor.
 - 2. Minimum coverage for bodily injury shall be \$500,000 for any one individual and \$1,000,000 for any one accident.
 - 3. Minimum coverage for property damage shall be \$500,000 for any one accident.
 - 4. Policies shall include completed operations, owners and contractors Protective Liability and Contractual Liability coverage, including protection against claims arising out of the activities of subcontractors in the same minimum amounts stated above.
 - 5. If the project involves excavations, deep trenching, or blasting, endorsements to the policy should be obtained to cover these hazards.
 - 6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.
- B. Builders Risk Policy
 - 1. The builders risk policy shall be an all risk coverage policy.
 - 2. The policy shall be in the name of the owner and prime contractor, jointly, "as their interests may appear."
 - 3. On new construction or complete additions, the policy will be carried on a completed value basis.

4. On renovation projects, the policy will be covered by either an installation floater or a separate policy of sufficient dollar amount to fully cover the cost of the materials stored.
5. If it is your policy to pay for material not stored on the site, either a separate certificate of insurance must be issued or a rider must be added to the existing builders risk policy. The amount of coverage must be sufficient to cover all materials stored off the site.
6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

C. Worker's Compensation Including Employee's Liability

1. Minimum limit on Employee's Liability to be \$100,000 minimum limit for all employees working at one site.
2. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

D. Boiler Insurance

1. If a new boiler is started prior to acceptance of the installation by the owner, the contractor must carry boiler insurance until acceptance by the owner.
2. Minimum coverage for boiler insurance of bodily injury will be \$1,000,000. For property damage the minimum coverage will also be \$1,000,000.
3. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.

The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.

During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

- | | | | |
|-----|---------------------------------|--------------------------------|--------------------------|
| a) | Comprehensive General Liability | \$1,000,000 | |
| and | b) | Medical/Professional Liability | \$1,000,000/ \$3,000,000 |
| or | c) | Misc. Errors and Omissions | \$1,000,000/\$3,000,000 |
| or | d) | Product Liability | \$1,000,000/\$3,000,000 |

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury) \$100,000/\$300,000
- f) Automotive Property Damage (to others) \$ 25,000

Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.

The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in the scope of work to be performed.

The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

19. LICENSES, FEES, PERMITS, TAXES, AND STATE LAWS

In the performance of this Contract the successful Bidder is required to comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations. The cost of permits, insurance, taxes, and other relevant costs required in the performance of the Contract shall be borne by the successful Bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The vendor shall furnish upon request any or all of the referenced items.

All bidders shall be properly licensed and authorized to transact business in the State of Delaware as provided for in Delaware Code Title 30, §2502 and in any and all Delaware Municipalities having jurisdiction to require such licensing within the geographic boundaries of the site(s) where the work is to be performed prior to the execution of any contract resulting from this bid. In the case of contracts in excess of \$50,000.00 which are competitively bid, such person shall have initiated the license application procedure required by this subsection with the Division of Revenue prior to, or in conjunction with, the submission of a bid on a contract, or in the case of a subcontractor, prior to the submission of a bid by the general contractor. Proof of such license compliance shall be as determined by the School District(s) or their designee.

All bidders for public works projects shall insure that they have met all general contractor and/or subcontractor licensing requirements in accord with the requirement of Title 29 §6962 prior to submitting a bid.

NOTE: Contractors and subcontractors bonding and licensing requirements were amended by HB585 and as of January 1, 1987, require the following:

- A. Bidders shall obtain and comply with the Delaware Department of Revenue's Technical Information Memorandum 88-10 dated December 29, 1986. This Technical Information Memorandum constitutes the Division of Revenue's Regulations with regard to contractor licensing and bonding requirements under the amended statutes. These Regulations are promulgated pursuant to 30 Del. C. §2103(b).

B. 30 Del. C. §375 Requirements:

1. Surety bonds in the amount of 6% of the contract or subcontract price are required for all non-resident contractors for contracts within the State of Delaware in which either:
 - (a) The single contract or subcontract totals \$20,000 or more; or
 - (b) The contract or subcontract is a "cost-plus" contract whose estimated cost-and-profit totals \$20,000 or more; or
 - (c) The aggregate of two or more contracts or subcontracts in a calendar year totals \$20,000 or more.
2. The Division of Revenue will accept cash bonds, which may be paid by check, on contracts not exceeding \$100,000.
3. The contractor's bond shall be filed before construction commences on any contract upon which a bond is required pursuant to 30 Del. C. §375, as outlined in Paragraph (a-c) above.

C. For licensing requirements, penalties, definitions, information filing, and other requirements, bidders shall refer to Technical Information memorandum 86-10 and to the referenced sections of the Delaware Code. For additional information call 1-800-292-7826.

20. WAGE SCALE - PREVAILING

When the schedule of prevailing wages is not attached, it is the responsibility of vendors to obtain it from the Delaware Department of Labor, 820 North French Street, Wilmington, DE 19801.

21. PATENTS, TRADEMARKS, AND COPYRIGHTS

The supplier shall hold free of any liability, the School District(s) and the officers and employees, of any costs or expenses arising from patent, trademark or copyright infringement incurred by use of any item supplied or process used in performance of this Contract.

22. COVENANT AGAINST CONTINGENT FEES

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement of understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warrantee the School District(s) shall have the right to annul the Contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees.

23. TAXES - EXEMPT

Since the School District(s) is exempt, prices quoted shall not include Federal taxes or State of Local taxes. Tax Exemption number is 51-6000279.

24. TRADE DISCOUNTS

All prices offered must be lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless; (1) Specifically requested in that manner; (2) A copy of the referenced price list accompanies the bid.

25. COMMERCIAL WARRANTEE AND GUARANTEE CERTIFICATE

The supplier agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the supplier gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District(s) by any other clauses of the Contract. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

26. INTERPRETATION OF SPECIFICATIONS

Should any bidder be in doubt as to the intention and meaning of the specifications, he may make inquiry to the Office of the Supervisor of Central Bidding of the District(s). Questions received less than three working days before the opening of bids may not be considered. All questions in order to be considered must be submitted in writing.

27. EXAMINATION OF SITE AND OTHER CONDITIONS BEARING ON THIS WORK

Before submitting proposal, bidders shall fully inform themselves of the nature of the work by personal examination of the site, and by such means as they consider necessary, as to matters, conditions, or considerations bearing on or in any way affecting the preparation of their proposal. A bidder shall not at any time after the submission of his proposal claim that there is any misunderstanding in regard to the location, extent, or nature of the work to be performed. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper plans or specifications, and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce, to the satisfaction of the District(s), the required results at no expense to the District(s).

Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid shall not be sufficient cause to permit withdrawal of its bid nor secure relief on pleas of error after the contract is awarded.

28. BRAND NAMES AND APPROVED EQUAL

A. Where a particular manufacturer or several manufacturers, brands or models are referenced, it is to be interpreted as indicating the type or quality of material, and shall be interpreted to include an "approved equal". Bids may be considered on models or brands or products of manufacturers other than those specified if the items being substituted were approved by the designee of the District(s).

B. Where a manufacturer, brand, or model is referenced in the bid specifications, the absence of a reference to a different manufacturer, brand, or model in the bidder's proposal shall be interpreted as a bid on the manufacturer, brand, or model specified. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand they are offering, the Designee of the District(s) shall have the right to select any brand or model referenced.

Only one bid per item will be considered. If a vendor submits more than one bid on an item, none of the vendor's bids on that item will be considered.

C. The Board of Education of the District(s) shall be the sole judge as to whether or not items submitted meet specifications or whether or not items being bid are equal. Any attempt to "resell" or disqualify other supplies while the proposals are being analyzed may be reason for your bid to be disqualified. If additional information is required, contact the Central Bidding Department.

D. All items furnished under the Contract must be new and unused, latest models (unless otherwise specified) and free from all defects. The foregoing excepts exchange, normal "rebuilt" items, where specified.

29. SAMPLES AND DESCRIPTIVE LITERATURE

A. When requesting approval to bid models, brands or products of manufacturers other than those specified, such a request must be accompanied by catalog cuts and/or detailed specifications. The District(s) may also request bidders to submit samples for examination and appraisal.

B. Requested samples shall be submitted at no cost to the District(s) and may be required by the District(s) either prior to, at the time of the bid opening, or within ten calendar days following the request. Time of submission of samples shall be specified in the specifications. Samples shall be specified in the specifications. Samples not provided as requested, will be reason to reject the bid for that item. All such samples shall be identified as to the supplier, model number, bid item number and

other information that may be required; these samples will be returned after evaluation. Suppliers shall have the responsibility of picking up their samples within two weeks after notification. Samples not removed after two weeks will automatically become the property of the District(s) at no charge.

30. RESPONSIBILITY FOR DAMAGE AND CARE OF SCHOOL PROPERTY

The Supplier in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by him, his subcontractors or employees, or other persons engaged in the performance of the Contract.

Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which he, or anyone working under his direction is responsible.

31. SUPPLIER CLEAN-UP

All debris resulting from the supplier's delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the District(s) Designee. The successful bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. District(s)-owned trash receptacles are not to be used by the vendor without prior approval.

32. STORAGE OF MATERIALS

Every effort shall be made by the successful bidder to schedule delivery of materials so that a minimum of storage space is required. The successful bidder shall not encumber the premises with his materials and shall store all materials in a place designated by the Board of Education or its representative. The District(s) will not be responsible for any damage to or theft of tools or materials used in this work.

33. UNPACKING AND ASSEMBLING

All work described in the specifications regarding unpacking, assembling, and placement of all movable furniture and/or equipment must be completed within five (5) days after furniture and/or equipment is received on the site unless prior approval is received.

Any bidder failing to unpack and assemble knockdown equipment and furniture will be charged (deduction will be made from billing) a fee to cover the District's cost of unpacking and assembling.

34. SERVICE

Each bidder may be required to submit a signed statement to the effect he can furnish service by factory trained personnel Monday to Friday during the hours of 8:00 a.m. - 4:00 p.m.

35. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications must be completed with reasonable promptness. The District(s) shall be the sole judge of what is "reasonably prompt" under the circumstances. If the successful bidder does not begin the work in a reasonable amount of time, it will be notified that if it fails to initiate the work promptly, the contract may be terminated and the District(s) will forthwith proceed to collect for nonperformance of the work.

36. ORDERING

All items or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by two authorized representatives of the District(s). This document must be in the hands of the successful bidder prior to any work commencing on the Contract.

37. DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING

- A. All supplies, materials, equipment, goods, and services are to be delivered postpaid to the location or locations indicated on the Proposal Form, Specifications, or Purchase Order. No labor will be provided to help unload any product under Contract.
- B. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until the goods are inspected. The District(s) shall have a reasonable opportunity to inspect. If, for example, goods are delivered on August 1, the District(s) may not have a reasonable opportunity to inspect such goods until September or October. In all events, shipping invoices or other documents sent with goods shall not be controlling with respect to the timing of inspection. The inspection and test by the District(s) of any supplies or lots thereof does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to Patent defects, fraud, or such gross mistakes as amount to fraud.
- C. Any item to be supplied as a result of this Contract shall be subject to inspection and test by the Ordering Office, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.
- D. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Ordering Office shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which have been rejected or required to be corrected shall be removed or, if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the District(s) either (1) may re-contract or otherwise, replace or correct such items and charge the supplier the cost occasioned the District(s) thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Failure to comply with Contract".
- E. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items shall neither relieve the supplier from responsibility for such items as are not in accordance with the Contract requirements nor impose liability on the District(s) therefore.
- F. Neither the School District(s) nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing, or mishandling.
- G. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the Purchase Order/Contract number and item identification.

Failure to provide adequate identifying markings may result in refusal of the delivery.
- H. Unless otherwise stated, all prices include delivery and placement within the ship-to-address in that area specified in the Contract or Purchase Order.
- I. Collect shipments will not be accepted.
- J. All shipments shall be F.O.B. point of destination as indicated in the Proposal or on the Purchase Order.

38. INVOICES

Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:

1. Purchase Order/Contract number.
2. Delivery destination as it appears on the Purchase Order.

3. Contract item number, quantity and description of item billed.
4. Unit price and extended price of each item.
5. Total amount of invoice.
6. Any prompt payment discount offered.

39. INDEMNIFICATION

By submitting a bid, all bidders agree that in the event they are awarded a contract, they will indemnify and otherwise hold harmless the District(s), its agents and employees from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with the contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the District(s), its agents and employees, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable to the District(s) or its employees or agents, to the extent that it shall be also determined that the acts, or failure to act are attributable, in whole or in part, to such bidders or its employees or agents.

40. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution by the Board(s) of this contract, the successful bidder hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Board(s) pursuant to this contract.

41. HAZARDOUS MATERIALS

As required in the Hazardous Chemical Information Act of June, 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to each School along with the shipping slips that includes those products.

42. CONTRACT DOCUMENTS

These General Instructions and any Special Instructions, Bid Specifications, Requests for Bid, Bid Proposal Form, Purchase Order, and Contract shall be a part of and constitute the contract entered into by the District(s) and any successful bidder. In the event there is any discrepancy between any of the foregoing contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Purchase Order, Bid Specifications, Special Instructions, General Instructions, Requests for Bid and Bid Proposal Form.

43. THE CONTRACT

This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

44. TRANSFER OF BIDS

The District named in this bid and the successful bidder may reach an agreement to make available to any agency or school district in the State the bid prices submitted for this contract. Where such an agreement exists, the District(s) named shall have access to purchase under the contract.

45. SUPPLIER DIVERSITY

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government,

the State of Delaware is committed to supporting its diverse business industry and population. All vendors are encouraged, if applicable, to certify with the Delaware Office of Minority and Women Business Enterprise. In addition, the successful Vendor is requested to report on the 2nd tier/subcontracting participation by a minority and/or women owned business (MWBE) under this awarded contract. The requested reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications. The recommended format used for this 2nd tier report is found on the OMWBE web site. 2nd tier reports shall be submitted to the Executive Director L. Jay Burks via email Ljay.burks@state.de.us on a quarterly basis.

ADDRESSES AND TELEPHONE NUMBERS OF SCHOOL DISTRICTS SERVICED BY THE DATA SERVICE
CENTER IN NORTHERN NEW CASTLE COUNTY:

COLONIAL SCHOOL DISTRICT
318 East Basin Road
New Castle, DE 19720
(302) 323-2711

RED CLAY CONSOLIDATED SCHOOL DISTRICT
1502 Spruce Avenue
Wilmington, DE 19805
(302) 552-3700

INSTRUCTIONS TO BIDDERS

The Red Clay School District solicits sealed bids to purchase an integrated Communication Center for Thomas McKean High School; located at 301 McKennan's Church Road, Wilmington, DE 19808. Bidders are to follow these instructions in the preparation and submission of their bids.

1. Bids should be mailed or hand delivered and clearly marked BID #2-12-72 Communication Center – McKean High School for the Red Clay School District. Bids are to be mailed or delivered to the Data Service Center, 168 S Dupont Highway, New Castle, DE 19720 on or before **2:00 PM on July 23, 2012.**
2. The Red Clay School District or the Data Service Center are NOT responsible for bids that do not arrive by the specified due date and time. It is the sole responsibility of each bidder to ensure that bids arrive on time. Late bids, received after the specified date and time will be rejected and considered unresponsive.
3. Bids must be typewritten; computer processed, or written in ink, and must be signed and dated by the Bidder on the forms found in the Appendixes.
4. Changes or substitutions in the bids are not permitted. All bidders are encouraged to propose on specified product to be considered.
5. Bidders' quotations are to be valid for one year from the bid opening date.
6. Bidders should read carefully all parts of these specifications.
7. In order to be considered for this bid, the vendor must be able to provide, deliver, and install all products. Bids that do not comply will be rejected. To ensure system integrity and proper system installation and support, the successful vendor must be an authorized, direct reseller for all major products listed on the bid. Vendors are permitted to use sub-contractors to provide products as long as the sub-contractor is an authorized direct reseller for the product in question.
8. Questions regarding these specifications should be directed to Emily Ryan, Data Service Center, eryan@dataservice.org

BID CONDITIONS

The bid for supplying a Communication Center for The Red Clay School District is subject to the following general conditions:

1. It is mutually understood and agreed by and between The Red Clay School District and the Bidder that The Red Clay School District intends to make its award to one, successful bidder who meets all requirements set forth in this bid. In order to assure that the District receives adequate coverage, it reserves the right to award this contract to more than one vendor. Each product and/or service may be awarded individually or grouped, however is determined to be in the best interest of the District.
2. The School District has the right to accept or reject all, or any portion, of the bids submitted and to make the award to the most qualified contractor in the best interest of The Red Clay School District.
3. The Bidder agrees, if awarded the contract, to furnish and deliver the said products and services at such times, at such places and in such quantities as herein specified, and that all the products shall be subject to the inspection, and approval of the School District. In the event that any of the products shall be rejected as unsuitable, or not in conformity, with these specifications, such products shall be furnished in place thereof at no additional expense to the School District.
4. The Bidder does hereby agree then, if awarded the contract under these specifications and in consideration thereof, he will indemnify and save harmless The Red Clay School District and the Board of Directors, its members and staff, from all suits and actions of every nature and description, and further will provide a certificate of insurance listing The Red Clay School District as additionally insured.
5. The successful contractor will be required to work closely with the school general contractor and architect who are responsible for the renovation of the new facility. The TV / radio contractor shall commence the radio and TV studio installation work as soon as the general contractor can provide access to a finished, clean and secure space. It is expected that the TV & radio studio installation shall take approximately 2 to 3 weeks to complete.

GENERAL CONDITIONS AND INSTRUCTIONS

1. Proposals must be mailed or hand delivered by the due date & time indicated to the Data Service Center, Attn: Emily Ryan, 168 S Dupont Highway, New Castle, DE 19720. No emailed or faxed bids will be excepted.
2. Bids must be presented on the forms supplied by The Red Clay School District and signed by the bidder. Bids returned on any other form will be rejected.
3. All prices stated shall be net prices, including delivery to the building specified, and exclusive of sales and use taxes from which The Red Clay School District is exempt. Exemption Certificates will be processed upon request of the successful bidder.
4. Materials shipped shall be of the same kind and quality as specified, and delivery as specified. Any goods rejected as damaged, unsuitable, or not in conformance with the specifications shall be returned immediately and proper materials furnished as per specification, all at the expense of the bidder.
5. Acceptance of materials at the site shall not constitute final acceptance by the School District.
6. In the event the successful bidder shall fail to furnish and deliver the articles, or any part thereof, or fail to replace any articles rejected, the School District reserves the right to cancel the remainder of the order, and will purchase at the expense of the successful bidder the articles in conformity with this order from other parties in such manner as it shall select.
7. These conditions and instructions shall be considered an integral part of any proposal be binding contract upon bidder and the School District.
8. Purchase orders issued by the School District covering any or all items in this bid shall be a binding contract upon bidder and the School District.
9. Claims in payment for materials furnished will be payable within 30 days after materials are received.
10. Red Clay School District reserves the right to make the final determination of bid award, in the best interest of the School District, to the lowest, most qualified bidder(s) who meets all requirements stated in this bid.
11. Three (3) copies of your proposal must be submitted.
12. Upon request, bidders must submit samples of previous completed assignments and also be available, within 48 hours notice, for interviews conducted by school personnel.
13. In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, or otherwise provide adequate services, the Red Clay Consolidated School District may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no

circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. The Red Clay Consolidated School District hereby waives the requirements for the Bid Deposit in the amount of 10% of the bid and the requirement that the successful bidder execute a one hundred (100%) Performance Bond.
15. There will be **NO PRE-BID MEETING**. All prospective bidders are advised and encouraged to make site inspections, as no allowances for discoveries will be approved after the awarding of the contract.

STATEMENT OF COMPLIANCE FOR Child Abuse History Clearance

Under certain conditions of Act 151, independent contractors and their employees who provide services to a Delaware School entity are required to obtain a report of the "Delaware Child Abuse History Clearance" from the Delaware Department of Public Welfare.

GENERAL

Before work begins, Independent Contractors and Sub-Contractors having employees working in The Red Clay School District shall be required to do the following:

1. Provide a list of all current employees of the Contractor who will work within The Red Clay School District.
2. Present the original document(s), current Delaware Child Abuse History Clearance as returned from the Department of Public Welfare, to the Office of the Business Manager, for any person assigned to work within The Red Clay School District. Original will be returned to Contractor and a copy retained by The Red Clay School District.
3. If any new employees are added to the work force during the course of the work, such employee(s) must follow this same procedure described above.
4. All costs for the Child Abuse History Information check(s) will be borne by the prospective independent contractor. Department of Public Welfare may charge a fee of not more than \$10 for the statement and is required to comply with the request for statements within 14 days of receipt.
5. The Red Clay School District will follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Child Abuse History Record Information obtained pursuant to the Act.

Project Specifications

Article 1 • Scope of Work

I. Project Overview

The Red Clay School District's Thomas McKean High School, located at 301 McKennan's Church Road, Wilmington, DE 19808, will be installing a new Communication Center with a fully operational Radio Studio and TV/Video Studio as part of the Career & Technical Education upgrade district plan.

The studios shall be state-of-the-art technology to be used by students as part of Audio, Radio & Video Engineering and Design Pathway and classroom applications. The systems described below shall include installation, training and support services, and will be purchased from a single successful vendor.

The furnished Radio Studio will operate as a low power FM station as well as an audio stream on the internet and remote broadcasting capabilities. The TV studio will be used to teach, and produce programming for internal, district-wide, public access cable, internet distribution and remote broadcasting capabilities. Both systems shall be designed to be as versatile as possible to maximize their potential.

Article 2 • Project Checklist

- 2.1. The successful vendor is to check with the District's project manager prior to beginning the project to determine the timeline and to review project specifications.

Article 3 • General Requirements

Work with Red Clay Technology department

- 3.1. Any and all cable used, and installation thereof, is to meet all federal, state and local codes.
- 3.2. All installations are to be terminated and tested. All installations shall follow the guidelines outlined by the manufacturer.
- 3.3. Final engineering, product quantity verification, and any additional required products to complete successful system(s) implementation will be the responsibility of the successful vendor.
- 3.4. The successful vendor must comply with all items specified in this bid – failure to comply will lead to the rejection of the bid.

Article 4 • Labeling

- 4.1 All new and added equipment must be numbered with corresponding labels on each end.
- 4.2 All labeling must be typed, printed, and/or engraved. Handwritten labels are not permitted.

Article 5 • Debris Removal and Cleaning

- 5.1 The successful vendor shall be responsible for removing all installation debris and material packaging daily to the area designated by The Red Clay School District.
- 5.2 All completed areas are to be clean and free of all debris brought in by the installer.

Article 6 • Testing

6.1 All equipment as well as cabling provided by the vendor must be tested and certified to meet industry standards, prior to and after installation and be completely operational.

Article 7 • Warranties

7.1 The successful vendor shall provide a one-year warranty, from date of system sign-off, for system installation and integrity.

7.2 All equipment shall be warranted for a period of one year or for the length of the manufacturer's warranty, which ever is longest, with the exception of equipment remote controls, which shall carry the manufacturers' warranty.

Article 8 • System Familiarization

8.1 The successful vendor shall be certified by the manufacturer to provide a system orientation on each system installed at a time agreed to by The Red Clay School District and the vendor. Additional certified training services are required and detailed in Technical Specifications.

Article 9 • Bid System Submittals

8.1 ALL Vendors MUST Submit THREE References for Jobs of Similar Size and Scope

8.2 ALL Vendors MUST Submit qualifications as a certified NewTek trainer

8.3 Authorized Dealer / Vendor validations are required prior to final award of bid. Unauthorized dealers will be disqualified from bid.

Technical Specifications - Radio Studio

1.1 SYSTEM DESCRIPTION

- A. The work described includes the furnishing of all materials, equipment, labor, service, project management, start-up, testing, and the performance of all operations necessary for the installation of a Radio studio, complete and in operating condition as described herein.
- B. Provide radio studio equipment, as specified herein. If a product has been discontinued or a part number has changed or updated you are required to provide the most up to date products up to the submittal time. Once the submittals have been approved the products submitted will stand.
- C. It shall be this contractor's responsibility to connect the radio studio to the renovated facility radio transmission system as well as interconnect to the TV studio and provide a working internet stream from both radio and TV studio's as required.
- D. It shall be this contractor's responsibility to finalize details regarding placement of racks, equipment, mics, mounts, console and other required equipment in regards to the final room design and the customer supplied furniture.
- E. Final as-built floor plan and signal flow drawings are required within 2 weeks after system sign-off.
- F. The school will supply 3 working PC's all networked together and to a new 6 input digital / analog hybrid console using Studio Hub Plus connections. Supplied PC # 1 will include BSI Simian 2.1 software, supplied PC #2 will include Audacity software and supplied PC #3 will include Natural Music Logging software. The contractor shall have a working knowledge of this included software to assist in set up of system.
- G. The contractor shall provide the digital / analog hybrid console stated below, 4 shock mounted mic systems, GPS radio clock system, powered wall-mounted speakers, audio streaming encoding system, analog hybrid telephone call-in system, and all cables, mounts, interconnects and power supplies. The contractor is responsible for providing a complete, working turn-key system.
- H. System overview and training shall be included. Training shall be scheduled at the schools discretion, at up to 3 – 2 hour sessions, to be concluded within six months after system completion.
- I. The contractor shall supply the following equipment and services:

Part #	Description	Qty
Radio Studio/Control		
RS-12	Radio Systems RS-12 Hybrid Console	1
R/C	Remote Control Cables and Adapters	1
PATCH-KITLG	Large Patch Cable Kit w/75 assorted patch cables	1
ADAPT-KITLG	Large Adapter Kit w/80 assorted adapters	1
DA-2x8SH	SH+ 2x8 Distribution Amplifier	2
SH-TALENTRJ	SH+ H/P Amp, 1 XLRf and 3-BUTw/cable in Tripe Surface Mount	3
SH-GUEST	SH+ H/P Amp and 1 XLRf in Dual Surface Mount	1
PS-CUBE	SH+ 4 Ch. Inline Power Insert	1
16600	Console Power Supply PS-CUBE Cable	1
CR-2INCHGPS	Radio Systems CT-2002 Large GPS Clock	1
2001-00243	Telos HX2 Analog Hybrid	1
TAS-SSR200	Tascam SS -R200 SD/USB Recorder	1
PW-WWU	SH+ Power Supply	1
SH-MJOUT	SH+ Matchjack Out for Cassette	1
14831	DBX 286sv microphone processor	2
14333	ElectroVoice RE-27	4
1557	ElectroVoice 309 Shock Mount	4
13529	10' Microphone Cable	4
18474	O. C. White 61900B Mic Booms w/Riser	4
AT-ATHM35	Audio Technica ATH-M35 Headphone	4
18055	JBL LSR2328 Powered Monitors	4
16304	Omnimount 30.0 Wall Mounts	4
16526	CBT Classic On-Air Light	1
SPDT	Relay for On-Air Light	1
2001-00254	Telos ProSTREDAM Streaming Audio Encoder	1
DEL-T1600	Dell T1600 Workstation - 250 GB system HD; 1 TB audio HD, with 21" Display and Win7	1
14029	Echo Mia Digital Audio Card w/Sound Editing Software	1
MIM-COBRA	Monitors in Motion Cobra Mount	1
11411	Waber AC Outlet	2
APC-2200	APC Smart UPS 2200 XL 2.2 kVA Online UPS	1
Production/Voice Track Studio		
RS-6	Radio Systems RS-6 Hybrid Console	1
14333	ElectroVoice RE-27	2
1557	ElectroVoice 309 Shock Mount	2
13529	10' Microphone Cable	2
18474	O. C. White 61900B Mic Booms w/Riser	2
AT-ATHM35	Audio Technica ATH-M35 Headphone	2

18055	JBL LSR2328 Powered Monitors	2
Remote Broadcasting Equipment Rack		
Bridge-IT	Tieline - Bridge-IT stereo IP audio codec with Rack Kit	1
1402VLZ3	Mackie Fourteen Channel Mixer	1
RM-2	Fostex Rackmount Audio Monitor	1
DA-2	Whirlwind 2-Channel 2-In/4-Out Audio DA	1
GR12L	Gator Rack Case 12U	1
TD3	Middle Atlantic Rack Drawer	1
SS	Middle Atlantic Latching slide-out shelf	1
SM58S	Shure SM58 Mic with Switch	3
DS5E	Atlas Desktop Mic Stand	3
Installation, Materials, & Training		
Integrator	Install Materials: cable, connectors, interfaces, glue products	1
Integrator	System Installation	1
Integrator	Onsite Training	1

TOTAL Radio Studio System Price	
----------------------------------------	--

Technical Specifications - TV Studio

1.2 SYSTEM DESCRIPTION

A. Section includes but not limited to the following:

1. Television studio camera and camera kit.
2. Pedestals / Camera Support
3. Teleprompters
4. VidCaster Studio Production System / VidCaster Field Equipment
5. Classroom Field / ENG Kits
6. Playback Automation / Video Server
7. Studio Curtain w/ track, Studio Lighting
8. Control Room Furniture
9. Installation, Materials, Commissioning, Training, Support

B. The work described includes the furnishing of all materials, equipment, labor, service, project management, start-up, testing, and the performance of all operations necessary for the installation of a television production studio, complete and in operating condition as described herein.

C. Provide television studio equipment, as specified herein and as shown on the drawing. If a product has been discontinued or a part number has changed or updated you are required to provide the most up to date products up to the submittal time. Once the submittals have been approved the products submitted will stand.

D. It shall be this contractor's responsibility to connect the studio to the building video system and/or data network to allow live broadcasts.

E. The television production studio system shall be of modular construction, to make upgrading easy as the facility expands.

F. In general, the system is based on high definition video using HD-SDI signals whenever possible. The system shall consist of 3 or more HD video cameras in studio configuration, studio pedestals, an on-camera teleprompter system, an 4 Input HD/SD digital video switcher with integrated graphics, monitors for source, preview and program, a stand-alone audio mixer with (8) analog mic channels, studio lavalier microphones, a camera / control room headset intercom system, mobile video rack, automated on-air video encoder / playback server, with (3) field cameras / tripods and peripherals, and (10) student use camera production packages.

G. Reproduction of the audio and/or video signal shall be clear, high fidelity, and with all frequencies within the range of the systems reproduced with no unreasonable noise, hum, or distortion of the audio and/or video signal.

H. QUALITY ASSURANCE

1. The Systems Contractor shall have installed at least five (5) television studios in the past 3 years.
2. All equipment shall conform to appropriate UL listings.

I. SUBMITTALS

1. Prior to installation, the systems contractor shall submit shop drawings including product data sheets and wiring diagrams per requirements in the General Conditions and shall include the following: A complete list of materials with model and part numbers and reference to the specification paragraph number.
2. A complete set of detailed manufacturers specifications describing and illustrating all standard and special components and materials.
3. A complete set of drawings of special items.
4. A single line block diagram showing exactly the manner in which the Contractor proposes to engineer the system.
5. Illustrations and scale drawing of the equipment rack and special cabinets and/or countertops.
6. An operating and service manual shall be submitted at the completion of the installation and shall include all data sheets, spare parts list, troubleshooting guides, complete Project Record Drawings and one line diagrams, circuit diagrams and wiring destination schedules necessary for the proper operation and servicing of the system.
7. The Systems Contractor shall properly instruct the CTE Education Associate and/or persons designated by the CTE Education Associate in the correct operation of the system.

J. TRAINING & CURRICULUM SUPPORT

1. Integrator is to provide training on the television production equipment for the owner's staff. Integrator must be authorized for all products specified, and as such, must have manufacturer-trained technical staff. Integrator must have a certified NewTek training Specialist on staff.
2. Integrator is to provide authorized NewTek training curriculum and co-develop custom virtual sets that include McKean logos, colors and images as required.

1.3 EQUIPMENT

A. CABLING & EQUIPMENT MOUNTING Work with Red Clay Technology department

1. All cables connecting the specified video equipment shall be a coaxial video cable, capable of passing up to an HD-SDI signal, terminated with appropriate BNC connector. If any of the specified video equipment requires a composite, Y/C (S-Video), or component video connection, the video signal should be upconverted / downconverted to the appropriate analog connection via BlackMagic signal format convertors. If cable is to be run in walls or above ceiling, it shall be plenum rated.
 - a. Basis-of-Design: Belden 1505 Cable for in-rack wiring (rated for HD-SDI, SD-SDI, composite signal flow)
 - b. Basis-of-Design: Belden 1694A (non-plenum), 1695A (plenum) Cable for distance runs outside the control room to remote locations in building (rated for HD-SDI, SD-SDI, composite signal flow)
2. While most audio signal will be embedded in the SDI signal flow, all cables connecting specified analog audio equipment shall be shielded 22 AWG 1-pair, supplied with the appropriate connector for termination. If cable is run in walls or above ceiling, it shall be plenum rated.
 - a. Basis-of-Design: Belden 9451 (non-plenum), 9451 (plenum)
3. The Systems Contractor shall provide the necessary equipment for mounting and installing the system components in the control room and the TV studio area. This will

- include sufficient rack space and all material (rack screws, tie wraps, rack mounts, support hardware, labels and blank panels) necessary to provide a complete system.
4. All source and control equipment that is rack mountable shall be mounted in this rack. Devices that should be rack mounted but are not manufactured with appropriate rack mounts will be set upon the equipment rack shelves and secured with appropriate clamp-downs.
 5. Provide appropriate quantity of surge-suppressor power strips conditioners for each rack to redistribute electrical service into the racks.

B. CAMERAS

1. The integrator shall provide (3) video cameras in studio configuration.
 - a. Basis-of-Design: Sony HXR-NX5U w/ studio kit accessories as specified.
 - b. **OPTION:** The integrator shall provide an option for an upgraded camera studio package with studio viewfinder, camera controls, camera power supply, CCU and necessary hardware for a studio configuration on specified pedestals..
 - 1) Basis of Design: JVC GY-HM790 Studio Package w/ 17x Fujinon lens & Miller fluid head upgrade (Qty of 3).

C. CAMERA SUPPORT SYSTEM

1. The Systems Contractor shall provide (3) camera support systems for mounting the studio cameras and teleprompting hardware. The setup shall consist of an air assist pedestal system with a fluid head and dual telescopic pan handles.
 - a. Basis-of-Design: Miller Studio Pedestal system with fluid head and dual telescopic pan handles

D. TELEPROMPTERS

1. The Systems Contractor shall provide the necessary equipment for mounting Teleprompters onto the provided pedestals and integrating them with the studio cameras.
2. The prompter system will utilize a Dell Vostro laptop running the teleprompter software. The output from the laptop will then be fed simultaneously to three prompter systems.
3. Teleprompter systems shall be mounted on the studio pedestal with the studio camera system. The systems will include a 15" LCD screen and beam splitter mirror for wide off axis viewing for viewing by multiple people while onset. System shall be inclusive of a laptop computer with prompter software. The output from the laptop shall be distributed to a scan converter that will then feed each prompter a composite video feed that will be passed back to the prompter via composite video feed. Appropriate distribution equipment and cabling should be supplied. Prompter sleds must not interfere with camera lens focus and zoom controls.
 - a. Basis of Design: Prompter People ProLine 15 (Qty of 3)

E. AUDIO

1. An audio snake for the studio space should be provided with XLR male and female connections to allow for use of the IFB and on-set mics.

F. STUDIO / MOBILE VIDEO PRODUCTION

1. The Systems Contractor shall provide a broadcast quality mobile production system. The portable system switcher must be capable of up to (4) HDSDI, composite or Y/C over BNC inputs. The system must also include fully integrated virtual set technology, ISO previews of cameras shared previews, (2) DDR's, downstream key, built in streaming capabilities for WMV, Flash, and H.264. Also to be included should be a full-size

- control surface for the switcher, and a DDR controller for playback of internally store clips. Additionally, a Shure rackmount mixer with 8 Mic inputs, (2) 22" NEC monitors, keyboard & mouse, Blackmagic Hyperdeck Studio w/ (3) compatible SSD drives, Toshiba DVD recorder, Vbrick H.264 SD encoder, a Telex intercom system with IFB, and signal distribution equipment. All equipment specs listed for the mobile case should match connection plates in the control room to insure compatibility.
2. System must be completely integrated in a custom L&M mobile rack with removable front and rear covers. Front cover converts into a table top that is designed to fit exactly in front of system with full control access to all components. Custom labeled rear bulkhead is integrated into system to allow easy connect and disconnect from cameras and microphone sources.
 3. Case color and logo should be provided to match school colors and mascot.
 - a. Basis-of Design: VidCaster Stream Elite HD
- G. FIELD PRODUCTION CAMERA PACKAGE W/ HD-SDI CAPABILITY (QTY 3 OF EACH)
1. Studio / Field Cameras
 - a. Basis-of Design: (utilize Sony NX5U from studio; add components listed on equipment spreadsheet.
 2. Video Cable reel for field use w/ 300' HD-SDI rated (Qty 3)
 - a. Basis-of Design: TecNec MKR-1-300
 3. Audio (intercom) Cable reel for field use w/ 300' XLR mic cable (Qty 3)
 - a. Basis-of Design: TecNec MKR-9-300
- H. PORTABLE 3-LIGHT FLUORESCENT LIGHT KIT
1. Basis-of Design: Videssence KSH2057P-SB
- I. INTERCOM
1. The Systems Contractor shall provide an intercom system from production rack. System should be inclusive of IFB packs to communicate with on-set talent. Mount the main base station in the VidCaster rack, with a headset for the director. Intercom runs to cameras will be home runs, not looping. This will be via a breakout panel mounted in the rack.
 - a. Basis-of-Design: Telex Audiocomm
- J. FIELD ENG PACKAGES
1. For use by students in classes, (10) identical low-cost packages inclusive of all accessories listed on equipment spreadsheet.
- K. AUTOMATION / ON-AIR PLAYBACK
1. The Systems Contractor shall provide an Automated Video Playback Server & a dedicated on-air Digital Messaging System
 2. The Video System Event Controller and Digital Video Server shall be able to playback video from the hard drive(s), as well as control external devices, such as VTR's and DVD players. A commercial-grade DVD player shall be supplied to interface with the controller.
 3. Basis-of-Design: Leightronix UltraNexus, Leightronix 2TB USB RAID External HDD Array, rack mountable, Leightronix LGX-TADVD TASCAM Commercial Grade DVD Player and Interface DVply control cables are included with each LGX-TADVD.
- L. STUDIO CURTAIN & LIGHTING EQUIPMENT FOR STUDIO

1. Sizes listed on here are approximate. Check with architect before ordering custom sizes.
2. General Building Contractor to supply and install light grid. Light grid to measure approximately 16'x20'.
3. Systems Integration Contractor to supply and install curtain track, curtain, and lights.
4. Custom black curtain, 10'H x 28'W w 30' of track, 1 90-degree bend.
5. Custom Fluorescent Studio Light Configuration for 16'x20' light grid: 4-person Anchor Desk / Interview Configuration for use with studio curtain and chroma key.
6. Final specifications to be written upon review of architectural drawings.

M. DESKTOP WORKSURFACE FOR CONTROL ROOM

1. Provide Middle Atlantic MDV desk and related equipment as specified on equipment spreadsheet.

1.4 INSTALLATION AND COMMISSIONING

- A. Install the television studio as directed by the Architect/Engineer, and or as specified and as shown on the drawings.
- B. The television studio shall be installed by a professional video technician and in accordance with acknowledged industry standards.
- C. All source devices shall be securely fastened on equipment racks.
- D. All wiring, patch cords, equipment, etc. shall be identified and labeled.

1.5 TESTING

- A. Upon the completion of the installation of the television studio, the system must be tested by the manufacturer's representative and all necessary modifications and/or adjustments must be made to assure compliance with the Specification.

1.6 GENERAL

- A. Establish the normal settings for all controls for all systems and record for future reference. All levels shall be set for optimum signal to noise ratio and signal balance.
- B. Upon completion of the system installation and testing, an authorized representative of the Systems Contractor shall thoroughly instruct the Owner's personnel for in the complete and proper operation of the system.
- C. The Communication Center - the **TV Studio System** shall be integrated with the new school **Radio Studio System** and the district video distribution system, so events may be broadcast from the TV studio to every video outlet in the school through the network distribution system. Integrator is not responsible for network integrity or bandwidth, but needs to be able to send video streams over IP network. **Work with Red Clay Technology department**
- D. Provide onsite service and support package. Package to include phone, email and onsite technical support, minimum of 15 hours in first year.

All freight and delivery charges must be included as part of bid package.

Manufacturer	Description	Qty
Camera Systems & Installed Studio Equipment		
Sony	Professional NXCAM AVCHD Camcorder	3
Marshall	7" High Brightness Field Camera-Top LCD Monitor / Viewfinder	3
Marshall	Articulating Monitor / VF Mount Arm	3
Marshall	Camera Mounting Hardware	3
IDX	60W AC Adaptor Power Supply	3
Miller	Basic Pedestal with Arrow 25 fluid head and dual telescopic pan handles	3
Prompter People	Proline 15" teleprompter kit w/ software & accessories	3
Dell	Vostro Desktop (Basic- latest hardware spec) * for use as teleprompter PC	1
Kramer	Scan Converter for prompter output	1
Kramer	Distribution Amplifier for prompter output	1
Kramer	Rack kit for Kramer Tools	1
Extron	Compact Full-Range Surface Mount Speakers, black (studio talk back)	1
Extron	Two Channel Integrated Mini Power Amplifier (studio talk back)	1
Rapco	Fan-Box Snake with XLR Female Returns, 50'	1
Sony	ECM44 Lavalier Microphone	3
VidCaster Studio Production System		
LM	Custom 28 RU Vidcaster Rolling Mobile Case - school logo to be silkscreened on sides of case. Logo needs to be provided to vendor in .eps file format.	1
Newtek	Tricaster 455 EDU	1
NewTek	Rack Rails for 455	1
Newtek	Time Warp EDU	1
NewTek	LiveText 2 w/ DataLink 3 Technology EDU	1
Dell	LiveText Laptop * Vostro (Advanced- latest hardware spec)	1
NEC	22" 16:10 LED-Backlit LCD	2
Blackmagic Design	HyperDeck Studio Pro SSD Recorder	1
OCZ	Agility 3 Series 240 GB SATA 6Gb/s 2.5-Inch Solid State Drive (SSD)	4
Startech	Hard Drive Docking Station for Dual 2.5" drives, USB 2.0 and eSATA connectivity	1
JVC	Blu-Ray Disc & HDD Recorder w/HDSDI	1
VBrick	BPS 7112 H H.264 Standard Definition Enterprise Class single channel encoder. Metal enclosure with buttons and display on front panel. With cable kit. Not MBR capable.	1
Shure	Eight-Channel Microphone Mixer	1
Sony	Professional Headphones	1
Marshall	1RU Rack Speaker	1
Sony	15" Production Monitor w/ HDMI	1

Telex	2ch Main User Station w/ power supply and speaker	1
Telex	Single-channel Beltpack w/ call light	4
Telex	Single-Sided Lightweight Headset w/ flexible boom mic	5
Telex	IFB Beltpack	2
Telex	Complete earset with 1/4" connector and eartube	2
Telex	Medium Earcones, bag of 5	1
Telex	Small Earcones, bag of 5	1
Whirlwind	Custom 7-output Breakout Panel for Intercom Distribution	1
Integrator	Custom SCM800 Breakout	1
Tripp-Lite	Rackmount 12-Outlet Isobar Surge Suppressor	1
Extron	DA 3AV RCA Three Output Composite Video and Stereo Audio Distribution Amplifier	1
Extron	RSU 126 1U 6" Deep Universal Rack Shelf Kit	1
Integrator	Rack Mounting Hardware, latching drawer	1
Integrator	Custom Rear Panel Bulkhead	1
Integrator	Complete System Integration * includes onsite delivery and system orientation	1
VidCaster Field Equipment		
Transcend	16GB SDHC Card - Class 10	3
Manfrotto	Video Tripod Kit with 504HD Fluid Head, 546 Legs and bag	3
Manfrotto	Folding Auto Dolly for Twin Spiked Metal Feet Tripods	3
Manfrotto	Pan Bar camera remote for LANC	3
Sony	InfoLithium L Series Rechargeable (2) Battery Package for NXCAM	3
Formatt	Formatt 72mm Clear Standard Optical Flat	3
Kata	Padded Camera Case for NXCAM & accessories	3
Tec Nec	300' HD-SDI/composite cable reel	3
Tec Nec	300' XLR cable reel (intercomm)	3
Tec Nec	XLR & BNC cable jumpers (rack to reel)	1
Videssence	Shooter Kit - Portable Florescent Light Kit w/ 3 lights, barn doors, stands (non-dimming)	1
Classroom Field / ENG Camera Packages		
Sony	Full HD Flash Memory Camcorder w/ mic input	8
Sony	InfoLITHIUM V Series high-capacity camcorder battery	8
Manfrotto	190Xv View Aluminum Tripod + 701RC2 Head	8
Kata	Small Camcorder Bag	8
Sony	Unidirectional handheld microphone	8
Sony	AC adapter/charger	8
Transcend	32GB Secure Digital High-Capacity (SDHC) Flash Card w/ Card Reader	16
Automation / On-air Playback Server - to feed local PEG channel		

Leightronix	Ultra Nexus Network-Managed Video System Controller and Digital Video Server Optimized for Internet Streaming Video-On-Demand. Includes 2 Playback Channels. Includes a One-Year Subscription to TOTAL INFO, "Digital Signage for Television"	1
Leightronix	2 Terabyte USB RAID External Hard Disc Array (Rack Mountable) for Use with NEXUS, UltraNEXUS, UltraNEXUS-SDI, and EMINENCE-HD2	1
Leightronix	TASCAM DV-D01U Commercial Single Disc DVD Player (Includes 1 LGX-DVply Control Cable)	1
Curtain & Lighting		
<i>- General Building Contractor to supply and install light grid. Light grid to measure approximately 16'x20'. - AV Systems Integration Contractor to supply and install curtain track, curtain, and lights.</i>		
Integrator	Custom Black Curtain, 10' x 28'	1
Integrator	30' Curtain Track (approximate measurement, to be finalized prior to ordering)	1
Videssence	Custom Studio Lighting Configuration for 16'x20' light grid * 4-person Anchor Desk / Interview Configuration for use with studio curtain and chroma key.	1
Control Room Work Desk		
Middle Atlantic	MDV-DSK 48" STRAIGHT DESK, INCLUDES 2 X 4 SPACE OVERBRIDGE	2
Middle Atlantic	12 SPACE SIDE RACK	1
Middle Atlantic	4 SPACE OVERBRIDGE, FITS MDV-R12	1
Middle Atlantic	Rack Shelves & Accessories for overbridge and side cart	1
Installation & Materials		
Newtek	ProTek Support for TriCaster 455 EDU - 1 year	1
Integrator	Install Materials: cable, connectors, interfaces, glue products	1
Integrator	On-Site Installation of Equipment Outlined in this proposal. * Install of all AV components. * Install of track and curtain to light grid. * On-site Calibration & Testing. * System Overview. * System / Product Training * Electric & Network requirements are the responsibility of owner and/or building contractor. *Supply NewTek classroom training curriculum	1
Integrator	System Engineering, Project Management, & Service * System Design, Engineering & Shop Drawings * Project Management * General Administration * In-house Prep	1
Integrator	Onsite Service Block - 15 hours * To include phone, email and onsite technical support.	1
Integrator	Freight shipping & handling charges included in project cost.	1
OPTION – STUDIO CAMERA UPGRADE		

JVC	JVC GY-HM790L17 Studio Camera System * Includes: Fujinon 17x lens, Lens Zoom / Focus Control Kit, Studio Adapter Sled, Studio Viewfinder, Multicore Module, HD Digital CCU, 20 M Multicore HDSDI Cable, 50M CCU cable, Half- day camera training with JVC Camera specialist. upgrade Miller Fluid Head from	3
Miller	Miller Arrow 55 Fluid Head	3
TOTAL TV Studio System Price		
TOTAL TV Studio System Price with Option		

END OF SPECIFICATION

Drawings

See attached drawings

PROPOSAL FORM

**BID #2-12-72
Communication Center – Thomas McKean High School
Red Clay Consolidated School District**

Final Bid Price Summary Page

System Option #1

Total Radio Studio System Price	\$ _____
Total TV Studio & Media Lab System Base Price	\$ _____
Total Shipping Cost	\$ _____
TOTAL PRICE FOR OPTION #1	\$ _____

System Option #2

Total Radio Studio System Price	\$ _____
Total TV Studio & Media Lab System Base Price	\$ _____
Total TV Studio & Media Lab Studio Camera Upgrade Price	\$ _____
Total Shipping Cost with Upgrade	\$ _____
TOTAL PRICE FOR OPTION #2	\$ _____

Submitted By Company: _____

Signature: _____

Date: _____

PROPOSAL FORM

**BID #2-12-72
Communication Center – Thomas McKean High School
Red Clay Consolidated School District**

The above costs are submitted in accordance with the General Instructions to bidders, and the Specifications. Any exceptions to these are to be listed below; otherwise, I agree to complete the contract as per the General Instructions and Specifications:

NAME OF COMPANY SUBMITTING PROPOSAL

ADDRESS

THE UNDERSIGNED BIDDER CERTIFIES THAT NEITHER HE NOR ANY REPRESENTATIVE OF HIS COMPANY HAS, EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

NAME OF REPRESENTATIVE (PRINT)

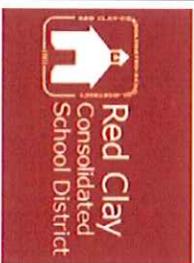
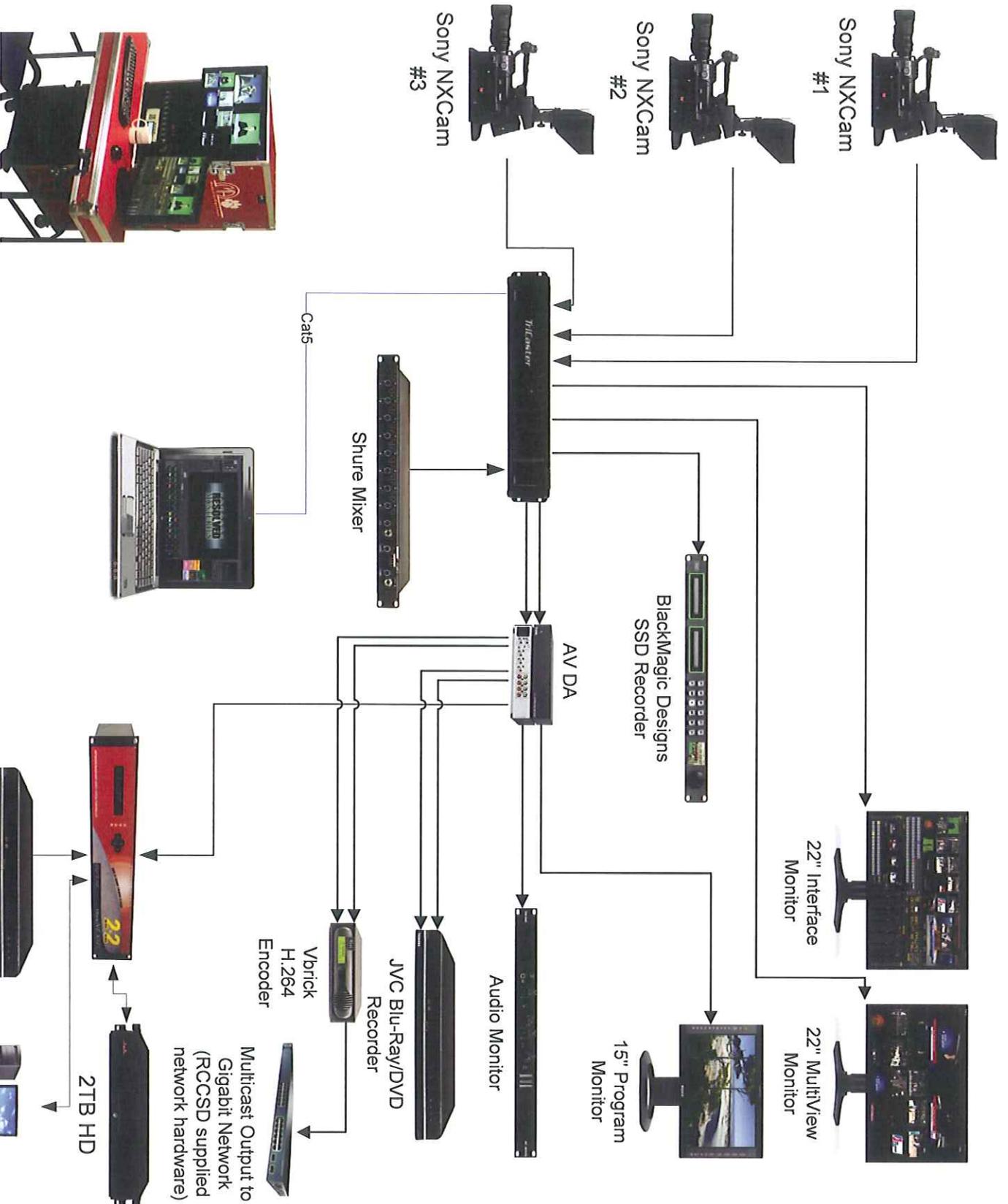
FEDERAL E.I. NUMBER

TELEPHONE NUMBER (TOLL FREE IF AVAILABLE)

FAX NUMBER

BID OPENING: July 23, 2012 at 2:00 PM

PROPOSALS NOT RECEIVED BY THIS TIME SHALL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.



Mckean High School

REV	DESCRIPTION	DATE
A		

PROJECT NO:	DATE
DRAWN BY: Sean Henzle	06/01
CHECKED BY:	
FILE NAME: Mckean Videator Signal 060112.rpd	

Basic Audio / Video Signal Flow

AV001

