

THE ESCAMBIA COUNTY SCHOOL DISTRICT PURCHASING DEPARTMENT 75 NORTH PACE BOULEVARD PENSACOLA, FL 32505

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE: November 1, 2011 PURCHASING CONTACT & TELEPHONE: Bob Pacenta (850) 469 - 6204 rpacenta@escambia.k12.fl.us

BID TITLE:

Audio Visual System (Room 160)

BID NUMBER: 121904

BID OPENING DATE & TIME: November 21, 2011 @ 2:00 PM CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, (ECSD) solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A Bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All Bids must be sealed and received in the School District's Purchasing Office at 75 North Pace Boulevard, Pensacola, Florida, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of Bids by the U.S. Postal Services or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

(EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE____ BIDNET____ DEMAND STAR____ PRIME VENDOR____ OTHER____ (PLEASE SPECIFY_____)

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE:	TYPED OR PRINTED NAME:
TITLE:	DATE:
9500-PUR-028 (rev Jan 2004)	

I. INTRODUCTION

The purpose of this bid is to enter into a contract to upgrade the audio visual system in the Escambia County School District's (the District) Board Room (room 160) located in the Hall Center, 30 East Texar Dr., Pensacola, Florida 32503 per attached specifications. The room underwent a video upgrade in 2008, and this system shall upgrade the audio and control systems and integrate all systems together. Alternate #1 as indicated on the drawings shall provide an alternate price for a video camera system for local cable company broadcast and media truck connection. Refer to system single line drawings for equipment to be provided as part of the alternate. ECSD intends to award this ITB to the lowest, most responsive and responsible bidder with the lowest total bid price within budgetary constraints. ECSD reserves the right to award this project in the manner most beneficial to the School Board of Escambia County, in the sole determination of the ECSD.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Invitation To Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. GENERAL: Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. BID OPENING AND FORM: Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or ten days after the opening date whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. WARRANTY: All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School

District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.

- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. INSPECTIONS AND TESTING: The School District will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. STOP WORK ORDER: The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- J. INSURANCE AND INDEMNIFICATION: The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. RISK OF LOSS: The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. LAWS AND REGULATIONS: Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not

transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- N. PATENTS AND COPYRIGHTS: Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copy write by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. TERMINATION: DEFAULT. The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. CONVENIENCE. The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. DRUG-FREE WORKPLACE: Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.
- R. PERFORMANCE: In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION: The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders

offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES:** Any sample requested by this bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of Bidders are responsible for notifying and making charge, including transportation charges. arrangements for pick up from the School District if a return of samples is expected. All samples of items not involved in any bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples will be disposed of at the discretion of the School District.

- U. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing Website address at "http://old.escambia.k12.fl.us/adminoff/finance/purchasing/" at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.
- W. BID TABULATIONS, RECOMMENDATIONS, AND PROTEST: Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing Website address at "<u>http://old.escambia.k12.fl.us/adminoff/finance/purchasing/</u>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. Bid tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this bid **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.

- Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. AGREEMENT FORM. The basis of our agreement shall be the terms and conditions of this Invitation to Bid (ITB), the Bidder's response thereto and any issued Purchase Orders. Any alternate agreement form or document required by Bidder shall be attached with their response hereto. The District reserves the right to reject any terms or conditions in conflict with those set by this ITB or negotiate mutually acceptable terms or conditions as it deems appropriate.
- B. **TERM OF THE AGREEMENT.** All prices, terms, and conditions of the purchasing agreement will be in effect from the date of award through completion of the project.
- C. **FIRM OFFER:** Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the District the services/products set forth in this ITB. Such offer shall be held open for a period of ninety (90) days from ITB opening date or until one (1) of the bids has been awarded by the District.
- D. **CLARIFICATIONS:** The District reserves the right to request clarification of information submitted and/or request related additional information or materials from the Bid, to accurately evaluate the Bid. Such information shall not materially change the original bid response nor serve to allow the addition of new information that was not originally expressed or referenced.
- E. **OTHER CONTRACTS:** The District reserves the right to use other existing bids, contracts, or approved sources (i.e. State of Florida contracts) when determined to be in their best interest. The District also reserves the right to bid separately any item(s) and /or service(s) covered under this agreement if deemed to be in the best interest of the District at any time during the term of this agreement.
- F. **INDEMNIFICATION:** Successful Bidder agrees to indemnify and save harmless the District, it's officers, board members, agents and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Successful Bidder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Successful Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the successful bidder.
- G. LICENSE. Contractor must be licensed and bonded to do business in Escambia County and/or the State of Florida. Any licenses, permits or other fees required will be the responsibility of the Bidder; no separate or additional payment will be made. <u>Bidders are to provide copies of their business</u> <u>license with their response.</u>

H. CONTRACTOR'S INSURANCE.

1. Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph, certificates of insurance have been submitted, and such insurance has been approved by the District, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The successful Contractor shall be prepared at the time of contract award to provide the District with an insurance policy number. Failure on the part of the Contractor to provide this policy within (10) working days of award of contract could result in withdrawal by the District of the award of the bid.

2. COMPENSATION INSURANCE. Contractor shall take and maintain during the life of this contract, Workers' Compensation Insurance for all of his employees, employed at the site of the project. In case any work is sublet, Contractor shall require subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance, satisfactory to Owner, for the protection of his employees not otherwise protected. Policy shall be in compliance with Chapter 440, Florida Statutes. Worker's Compensation shall include employer's liability in an amount of not less than \$100,000 each accident; \$500,000 disease policy limit; and \$100,000 disease each employee. "No Exemptions" to Worker's Compensation Insurance shall be accepted.

The coverage described herein shall be considered minimum requirements.

3. ADDITIONAL INSURED CLAUSE. The School Board of Escambia County, Florida shall be added as an additional insured on all Contractor's liability policies.

4. COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE. Contractor shall purchase and maintain during the life of this contract, public liability insurance against bodily injury, personal injury, property damage which shall include comprehensive general liability, contractual liability, products and completed operations liability in limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The contract shall protect him and any subcontractor performing the work covered by this contract, from claims for damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them.

5. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall maintain automobile liability insurance against bodily injury and property damage in the amount of \$500,000 per occurrence. The Board shall be named as an additional insured on the automobile policy.

6. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE. Contractor shall purchase and maintain during the life of this contract Owner's (the School Board) and Contractor's Protective Liability Insurance in the **name of The School Board of Escambia County, Florida** and the amount of insurance shall be in limits of not less than \$500,000 per occurrence.

- PROJECT SCHEDULE. The Contractor, within five (5) calendar days after receipt of the Notice of Award, shall prepare and submit to the School District, for review and approval, a project schedule. The schedule shall relate to all work required as outlined in Attachment A. The schedule shall provide for expeditious and practicable execution of the work. All work to be accomplished under this bid shall be the responsibility of the Contractor as stated herein.
- J. **BACKGROUND SCREENING REQUIREMENTS.** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who

provided services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlines on the Escambia County School District Website: http://old.escambia.k12.fl.us/adminoff/finance/purchasing/ . Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- K. BID DOCUMENTATION AND REQUIRED ENCLOSURES: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on page 16 and 17 of the bid document) must be signed and returned with the bid. FAILURE TO RETURN THIS FORM MAY RESULT IN THE BID NOT BEING ACCEPTED.
- L. **DISTRICT REPRESENTATIVE.** District representative(s) may be utilized to observe personnel employed under this contract. The representative(s) will not be authorized to revoke, or relax the conditions of these specifications. The District representative(s) will have the authority to reject any sub standard service being improperly done. The District representative(s) will be identified prior to the commencement of any work.
- M. **CUSTOMER CONTACT INFORMATION.** The Bidder must submit with the bid proposal the name, address and phone number of the person(s) to be contacted for this project. The successful Bidder shall also provide telephone, cell phone and e-mail address of contact during normal working hours and also after hours, holidays and weekends for emergency calls.
- N. SUBMISSION OF QUESTIONS. No interpretation of the meaning of the ITB, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder verbally. Every request for such interpretation or correction should be made in writing, via fax or e-mail no later than Monday, November 7 at 11:00 A.M. CST to Bob Pacenta, Purchasing Agent, fax number: 850-469-6271 or e-mail address: rpacenta@escambia.k12.fl.us. Responses/Addendums to ITB will be posted to the the District's purchasing website www.old.escambia.k12.fl.us/adminoff/finance/purchasing/ by close of business on Wednesday, November 9. For the District to ensure equal treatment of all participating bidders, the above named individual is the District's only representative for this ITB. Bidders are expected to utilize this representative for ALL information regarding this ITB. Bidders who contact any other District employee regarding the subject of this ITB are subjected to disqualification from participating in this bid.
- O. SUBMISSION OF BID PROPOSAL. One (1) complete original proposal (clearly identified as the original proposal), three (3) photocopies and one (1) copy on a CD ROM in Microsoft Office Word 2007 or lower shall be submitted on or before 2:00 P.M. CST on November 21, 2011 to the Purchasing Department, 75 North Pace Boulevard, Pensacola, Florida 32505 in accordance with the submittal requirements. All proposals shall be submitted in sealed packaging with ITB number and proposer's firm name clearly marked on the exterior of package. No faxes or emails will be accepted. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any

manner the District deems appropriate. All proposals must be signed by an officer or employee having authority to legally bind the Proposers(s).

IV. SCOPE OF WORK

- A. All services and materials provided will be in accordance with the Specifications and Drawings document in Attachment A. Therefore, it is imperative that you are familiar with all details outlined in this document. All equipment and material shall be new. Used, refurbished, damaged or deteriorated equipment and material is not acceptable.
- B. **ALTERNATES.** Alternate systems and/or products may be used as long as all alternate items are clearly stated in the bid response. Alternate items must meet all requirements in Attachment A.

V. **PREPARATION AND SUBMISSION REQUIREMENTS** Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

- A. All bid responses must be received no later than 2:00 p.m. CST, on November 21, 2011. If a bid response is transmitted by US Mail or other delivery medium, the Bidders will be responsible for its timely delivery to Purchasing Department, 75 North Pace Boulevard, Pensacola FL 32505, Attn: ITB #121904. Any proposal received after the stated time and date or at other location will not be considered and will be returned unopened to the Bidder.
- B. Any bid may be withdrawn prior to the date and time the proposals are due. Any bid not withdrawn will constitute an irrevocable offer, for a period of ninety (90) days, to provide the District ample time to award the Contract for the services specified in the proposal and this ITB.

VI. EX PARTE COMMUNICATION

Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this ITB with District personnel involved with or related to this ITB, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidder's proposal.

Ex parte communication (whether verbal or written) by any potential Bidders or representative of any potential Bidders to this ITB with District Board members is also prohibited and will result in the disqualification of the Bidder.

VII. TERMINATION, SUSPENSION, AND REMEDIES

A. The District reserves the right to terminate any Contract resulting from this ITB, at any time and for any reason upon giving a minimum of sixty (60) days prior written notice to the Contractor. If said Contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Contract. The District will only be required to pay to the Contractor that amount of the Contract actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract. The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District's payment of the Contract fees forms the consideration for the Contractor not having this right to terminate for convenience.

B. In the event any of the provisions of the Contract are breached by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within the applicable cure period set forth in this ITB (and if none is stated, then ten (10) days), the District may terminate the Contract. Upon termination hereunder, the District may pursue any and all legal remedies as provided herein and by law. Notwithstanding the foregoing, and in addition to the remedies set forth herein, the District may elect the following in its sole discretion, and without any obligation whatsoever to make this election. If Contractor is unable to reasonably cure a deficiency within ten (10) days after receiving the District's notice notwithstanding Contractor to cure the deficiency as soon as is reasonably practicable using continuous and diligent efforts, but in no event more than thirty (30) days after receipt of the District's notice. Until the earlier of either (1) the deficiencies are cured or (2) this agreed upon cure period expires, the Contractor remains obligated to perform the Services without degradation and in accordance with the Contract.

VIII. DEFAULT

In the event that the Contractor breaches the Contract, then the District reserves the right to seek any and all remedies in law and/or in equity.

IX. LEGAL REQUIREMENTS

- A. It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
- B. Contractor(s) doing business with the District are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- C. Proposers affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
- C. <u>JESSICA LUNSFORD ACT</u>: The Contractor shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, Florida Statutes. Contractual personnel shall include any vendor, individual or entity under contract with the District. All background checks (initial and renewals) will be at the expense of the Contractor. See Section III J of this ITB for further information.
- E. Drug Testing; Other Legal Requirements. Prior to offering employment, the Contractor shall obtain satisfactory results (from a District approved licensed lab) at the Contractor's cost regarding drug testing to the standards of the District. After reasonable suspicion an employee must submit to further drug testing. If applicable please sign and return with your proposal package the attached "Drug Free Workplace" form. All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization.

- F. Representations and Warranties.
 - 1. The Contractor warrants that it is a duly formed business entity organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Contract in the State of Florida. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Contract whether or not such specified in the Contract and Exhibits. The Contractor further warrants that the execution and delivery of the Contract and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).
 - 2. The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Contract, as the same exist and as they may be amended from time to time. The Contractor acknowledges and agrees that it is subject to the requirements of the Public Records Law, Chapter 119, Florida Statutes, for all matters pertaining to the Contract.
 - 3. Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.
 - 4. Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.
 - 5. Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.
- G. Miscellaneous. The Contract to be awarded pursuant to this ITB shall be further governed by the following:
 - This ITB and any Contract resulting there from shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Escambia County, Florida.
 - 2. The Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation.
 - 3. Except for the provisions requiring Contractor to pay the District's reasonable attorneys' fees and costs for any matter arising under Section III.H of the ITB (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys' fees and costs.
 - 4. Should any provision of the Contract be determined by the Courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the Contract shall remain valid and in full force and effect.

- 5. Nothing set forth in any provision of the Contract shall mean or be construed that the District has waived, altered, or amended in any manner whatsoever the limitations or provisions of Section 768.28, Florida Statutes, regarding the District's sovereign immunity.
- 6. The Contract may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.
- 7. The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 8. The Contractor is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.
- 9. The Contract is entered into solely between, and may be enforced only by, the District and the Contractor, and the Contract shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.
- 10. Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.
- 11. Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract, including those provisions relating to the obligations of Contractor in connection with the Transition Assistance, shall survive any termination or expiration of the Contract and continue in full force and effect.
- 12. All media releases, public announcements, and public disclosures by either Party relating to the Contract or the subject matter of the Contract, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release.
- 13. Time is of the essence in the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

X. FEDERAL AND STATE TAX

The District is exempt from federal and state taxes for tangible personal property. The Contractor doing business with the District will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor will any Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

XI. CONFLICT OF INTEREST

A. All Bidders must disclose the name of any officer, director, or agent who is also an employee of the District. All Bidders must disclose the name of any District employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.

B. Non-Collusion Statement / Public Domain

I, the Bidder, attest that I have not divulged, discussed, or compared this proposal with any other Bidders and have not colluded with any other Bidders in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

XII. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

- A. The Contractor shall, in addition to any other obligation to indemnify the Escambia County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.
- B. The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
- C. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Contractor.

XIII. PUBLIC RECORDS LAW

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding documents received or generated in direct relationship to any contract awarded by the District.

Pursuant to Florida Statutes Chapter 119, paragraph (m), proposals received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Bidders in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes.

XIV. PERMITS AND LICENSES

The Contractor will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

XV. PUBLIC ENTITY CRIMES

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. The Bidder certifies by submission of this ITB, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Bidder will execute and deliver to the District the appropriate federal debarment certification form (located on pages 17 and 18) with the submission of the bid proposal.

XVI. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

The Contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Contractor without prior written consent of the District in its sole discretion. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the bid. Should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors hereunder, prior written approval by the District (in its sole discretion) shall be required.

The Contractor herein shall not assign payments under the Contract or agreement without the prior written consent of the District.

XVII. AGREEMENT

A Contract will be released, after award, for any work to be performed as a result of this ITB. The bid, negotiated term, agreement and, if applicable, the corresponding Contract will constitute the complete agreement between Contractor and the District.

XVIII. DISPUTE

Any Bidder who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Assistant Superintendent for Finance and Business Services, or designee (hereinafter "Hearing Officer"), but no later than two (2) working days after ITP opening or after recommendation of award, if not to the apparent low Bidder, which will initiate the 48hour notice requirement.

The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. (CST) on the fourth (4th) calendar day immediately following the ITB opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. (CST) on the next District work day. Protests shall be presented with specificity, and every issue shall be fully documented. The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

All Bidders shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

The Hearing Officer shall issue his/her decision on or before two (2) working days of the completion of the protest hearing.

The Hearing Officer's decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final. The District does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any Bidders utilizing delivery by fax shall assume the risk associated with incomplete delivery or non-receipt.

Notwithstanding anything to the contrary, any specification objection shall be generally treated as set forth in this paragraph, except that the operative date for the notice requirement shall be the date the specifications were obtained by the Bidder.

XIX. SPECIFICATIONS AND PRICE

The Contractor will be responsible for all labor, equipment, materials and other supplies as may be required to complete the work. The Contractor shall follow the specifications and requirements outlined in Attachment A. **PRICING FOR ALTERNATE #1 MUST BE INCLUDED IN BID RESPONSE FOR THE BID TO BE ACCEPTED.**

AUDIO VISUAL SYSTEM: _____

ALTERNATE #1 (VIDEO CAMERA SYSTEM): _____

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspend-ed, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____

ATTACHMENT A

Hall Center Room 160 – System Upgrade

SECTION 27 40 00 – AUDIO-VISUAL SYSTEMS

PART 1 - GENERAL

1.1 PURPOSE

- A. The purpose of this specification is to define the performance requirements and to solicit proposals for audio-visual systems as specified herein and on the drawings for a fully integrated audio-visual system for room 160 of the Hall Center. The room underwent a video upgrade in 2008, and this system shall upgrade the audio and control systems and integrate all systems together. The upgraded audio system and existing video system shall be relocated into a new rack in a newly renovated portion of the room. The renovated portion of the room shown on the drawings will be constructed by the School District of Escambia County (the Owner). Alternate #1 as indicated on the drawings shall provide an alternate price for a video camera system for local cable company broadcast and media truck connection. Refer to system single line drawings for equipment to be provided as part of the alternate.
- B. All audio/visual systems shall remain in service throughout the course of this project as directed by the owner's designated representative. Contractor shall perform all work as required to minimize downtime on the existing system until the new system is operational. To achieve this, the contractor shall provide all temporary patches/connections required to maintain and ensure system is in full working order at all times. Work may be performed in phases as to minimize downtime on the usage of the room. For example, the relocation of the video equipment can be performed prior to the audio work being done, with the audio system modifications being done thereafter. <u>All</u> work shall be coordinated with the designated school district personnel and may be required to be performed during evening and weekend hours if so required.

1.2 SCOPE

- C. This specification delineates the requirements for the layout, purchase, delivery, installation, programming, user training, checkout, performance verification, warranty and maintenance for a fully functional and integrated audio-visual system for the A/V systems specified herein and on the drawings.
- D. The installation shall include all accessories and appurtenances required to provide a complete and fully operational system. Any materials not specifically mentioned in these specifications, but required for a finished and functional installation shall be furnished and installed at no additional cost to the Owner. Provide all items not indicated on the drawings or mentioned in the specifications that are necessary, required or appropriate for this work to provide complete, stable and safe operation.

- E. These specifications and drawings are intended to provide a basis of design for the described A/V systems. Contractor shall interpret these descriptions and provide complete systems meeting the overall design intention of the rooms. Alternate systems and products may be used as long as the original intent of the design is fulfilled. All alternate products shall meet or exceed the specifications for the specified products.
- F. The room descriptions included in the drawings are to be used by the contractor to establish the general intentions of the systems and control systems for each room and system. The contractor, prior to installing equipment and programming the systems shall fully understand the intent of these system descriptions and implement the installation accordingly.
- G. System design philosophy is based on a straight forward, flexible system suitable for reinforcement and reproduction of both speech and music and comfortable viewing/presentation applications using professional, high quality, "off-the-shelf" equipment.
- H. In general, the integration or/and installation of these systems shall include, at a minimum, the following major items:
 - 1. Video and/or Audio system switchers.
 - 2. Projectors, displays, and required mounting hardware.
 - 3. Audio processing equipment and programming.
 - 4. Twisted pair receivers and transmitters for audio signal distribution.
 - 5. Loudspeakers, wall and/or ceiling speakers, including all mounting and support hardware.
 - 6. Sound reinforcement amplifiers.
 - 7. Existing multimedia Lectern with all related mounting hardware.
 - 8. Control Equipment, including all cabling touch panels, control modules, and network connections.
 - 9. Control System accessories, programming, testing, and integration.
 - 10. Wireless Microphone equipment and microphones.
 - 11. Audio-Video equipment components required to provide a complete and operational system. Control for this equipment shall be as shown on the drawings either via Ethernet, RS-232, RF, IR, or relay in this priority.
 - 12. DSP Audio system incorporating auto microphone mixing and loudspeaker matrix via a digital signal processor(s). Provide all microphone and equipment as required.
 - 13. Video cameras and controls.
 - 14. Equipment power supplies and power wiring as required.
 - 15. Cables, connectors, plates, and wiring.
 - 16. All other equipment required for a complete and functional system.
 - 17. Preparation of submittal information.
 - 18. Coordination meetings and programming to coordinate control system sequences and operation.
 - 19. Installation of all equipment in accordance with the contract documents, manufacturer's recommendations, and all applicable code requirements.
 - 20. Initial tests and adjustments, demonstration for approval, final adjustments, and documentation.
 - 21. Factory installation and configuration of major equipment, including projection screens, projectors, digital media equipment and control.
 - 22. Training of operating personnel.

23. Maintenance services and warranty.

1.2 CONTRACTOR RESPONSIBILITIES

- A. The Audio/Video (A/V) Contractor shall be an experienced firm regularly engaged in the layout and installation of A/V of similar size and complexity as required for this installation. The A/V Contractor, or the managing personnel of the contractor while at other companies shall have successfully completed the layout, installation, testing and warranty of not less than five similar systems of the scope of this project for a minimum period of three years prior to the bid date, and shall have been regularly engaged in the business of A/V system installation continuously since. The Contractor shall have an existing permanent office located within 150 miles of the job site from which installation and warranty service operations will be performed.
- B. The A/V Contractor shall use sufficient numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section. These personnel shall have at least three (3) years direct experience in similar work, evidence of which shall be verified in writing with appropriate references.
- C. The A/V Contractor shall employ the services of a Crestron programmer who is experienced with the complex requirements typical of this project. This person shall have at least three (3) years direct experience in similar projects, evidence of which shall be verified in writing with appropriate references.
- D. The A/V Contractor shall provide the following documentation, as part of his/her bid, that the requirements for the A/V System Contractor are satisfied.
 - 1. A list of not less than five (5) references for jobs of similar size and complexity including project name, location, contact person and phone number.
 - 2. Project manager name, certification numbers (if any), and qualifications.
 - 3. Location of permanent existing office from which installation and warranty work will be performed.
 - 4. Proven experience of Crestron programming similar to the complex requirements of this project and representation of a Crestron Certified programmer within a 350 miles radius.

1.3 CODES AND STANDARDS

A. All work done under this contract shall be performed in accordance with the most recent issue of the Standard Building Code, The National Electrical Code (NFPA 70), and the National Electrical Safety Code (NESC) and any applicable local or state required codes and standards. Where there is a perceived conflict between a standard and the contract documents, the Contractor shall perform the work as directed by the Engineer. Where no specific method or form of construction is called for in the Contract Documents, the Contractor shall comply with code requirements when carrying out such work.

1.4 EXAMINATION OF SITE

- A. The site may be examined in relation to conditions that might directly or indirectly affect the contract work. The bid sum shall reflect all such affecting conditions. Bidders shall be responsible for verifying all dimensions and existing conditions that may affect the work.
- B. No allowances shall be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractor of his liability and obligations under the contract.
- C. Contractor shall verify dimensions and conditions at the job site prior to installation, and perform installation in accordance with these specifications, manufacturers recommendations and all applicable code requirements.
- D. Contractor shall verify all rough-in conditions and agrees to provide any cable pathways, wall penetrations, mounting/support, etc as required for a complete system.
- E. Electrical Systems: Provisions have been made for the majority of electrical connections required. Where additional power outlets are required, the A/V contractor shall obtain the services of an electrician by the Owner to provide the required connections.
- F. Contractor shall understand that the project site is an existing functioning facility. Contractor shall be responsible for removing and replacing all ceiling and carpet tiles after completion of work and replacing or repairing any damaged items or structure.
- G. Any costs for changes of equipment associated with existing conditions shall be the burden of the contractor. If existing conditions require a change in equipment type than that shown on the drawings, contractor shall provide the appropriate equipment and provide and install at no additional cost. This includes projector screens and mounts which may affected by ceiling construction during the course of the project installation.

1.5 TOTAL SYSTEM RESPONSIBILITY

- A. Any additional equipment and accessories required for the installation and operation of a complete and functional system shall be provided and the cost borne by the Contractor.
- B. The Contractor shall have total system responsibility to assure a "turnkey" operational system including any necessary interfaces, additional 120v power, power supplies, cabling, control interfaces, etc.
- C. The Contractor shall remain the owner of all equipment provided under this contract and is responsible for all risk of loss or damage to the equipment from any source up to and including the date and time of final acceptance by the Owner. After the date of final acceptance, the Owner shall assume full ownership of the equipment.
- D. In general, the existing building design and installation includes the majority of conduit, outlet boxes, junction boxes, pull boxes, and terminal cabinets, and 120-volt AC power circuits required for these a/v systems. Additional power and data cabling may be required and may be noted as such on the drawings. <u>This work shall be done under this contract.</u> Additionally, The A/V contractor shall thoroughly review the existing conduit and rough-in installation and provide rough-in and power as required for any additional

equipment, including back boxes, ceiling cans, etc as required for a complete and functional system. The A/V Contractor shall provide low-voltage "on/off" control system wiring, low-voltage "on/off" control switches, related power verification devices, and certain AC power/ground requirements, as specifically noted herein, on the drawings, or as required for a functional system.

- E. The A/V contractor shall provide holes/grommets as required to route cabling into fixed a/v equipment in millwork, cabinets, etc. all connections to movable equipment (lecterns, tables, etc) shall be made in floor boxes to disconnect faceplates.
- F. By the act of submitting a bid, the A/V Contractor will be deemed to have made reasonable allowances for site examinations and site conditions, and included all costs in his proposal. Failure to verify site conditions will not be considered a basis for the granting of additional compensation.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All materials, equipment, and devices shall be new and unused, of current manufacture and of the highest grade, free from defects and the best of their respective kinds.
- B. All manufacturers and associated part numbers are shown on the drawings. These brand names and model number(s) mentioned are to be used as a measure of quality and performance. Any brand or manufacture of acceptable or better quality and performance than that shown will be considered for acceptance by the Engineer at time of Bid. Substitutions may be submitted as part of your proposal. However, the Engineer reserves the right to reject and deny any product that the engineer deems unequal, and the findings in this regard shall be accepted by the contractor as final and binding. The Contractor shall bear the "burden of proof" for demonstrating substitute equipment/materials equivalency and suitability.
- C. All products bid must meet or exceed all conditions and specifications of the products listed in the bid documents. Any and all variances from these requirements may be cause for rejection of bid. The Contractor shall be required to replace such installed substitute equipment/materials if an unforeseen defect appears, or if operational characteristics do not fulfill the design intent of the technical system.
- D. Bid shall be or new equipment only. Remanufactured, reconditioned, "B" stock, discontinued, used, demonstration or prototype equipment is not acceptable and will be rejected.
- E. All materials, equipment and devices shall, as a minimum, meet the requirements of UL where UL standards are established for those items, and the requirements of NFPA 70.
- F. The A/V Contractor shall coordinate with the Owner, in writing, regarding the selection of colors for all equipment such as loudspeaker grilles, exposed loudspeaker boxes, wall plates, millwork, laminate, and other items specific to the project.

- G. All like items of material or equipment shall be the same product of the same manufacturer and shall be a standard catalogued product of a manufacturer regularly engaged in the manufacture of similar products.
- H. Protect materials and equipment from physical or environmental damage during shipping, storage and installation. Equipment and materials shall be received at the site in new condition and shall be maintained in new condition throughout the installation process. Damaged or deteriorated equipment and materials will not be acceptable.
- I. The installation shall include all accessories and appurtenances required to provide a complete and fully operational system. Any materials not specifically mentioned in the drawings and these specifications, but required for a finished and functional installation shall be furnished and installed at no additional cost to the Owner. Provide all items that are necessary, required or appropriate for this work to provide complete, stable and safe operation.
- J. All equipment items required to provide a fully functional system may not be listed drawings and specifications. Proposal shall include all equipment required for complete and operational systems, including equipment documented in the system drawings and any required equipment not listed or shown.

2.2 OWNER FURNISHED EQUIPMENT AND SYSTEMS

- A. Certain equipment (Owner supplied computers, for example) may be identified as owner furnished equipment. This Owner Furnished Equipment may presently be part of the Owner's system, or will be provided by the Owner during construction for incorporation into the system.
- B. Inspect the equipment; notify the Owner in writing of deficiencies or issues with the integration of said equipment.
- C. Incorporate into the system as if provided new, excepting warranty coverage. Provide mounting ears, rack shelves, etc as if the equipment were provided by the Contractor.

2.3 EQUIPMENT AND CABLE LABELING

- A. Provide labels at the front and rear of all rack-mounted signal processing equipment and termination points/strips. Mount labels on the equipment rack or equipment chassis, and attach in a neat, plumb, and permanent manner. Label equipment with schematic enumeration reference, and with descriptive information regarding its function or area it is serving.
- B. Label all custom wall plates with input and output receptacles in all boxes using lettering filled with contrasting paint.
- C. Label all permanently installed cable wires at each end with permanent printed markers. Identify the cable within three (3) inches of its termination. Handwritten labels are not acceptable. Labels shall contain a unique identifier, clearly identifying the cable including its signal type, sources, and destination.

2.4 PRODUCT SPECIFICATIONS

- A. Where a model or part number is indicated in error for any reason, the Contractor shall verify the intent of the Engineer prior to providing a proposal, and shall provide a like product intended by the Engineer. Where a manufacturer has updated or improved a product subsequent to issuance of the bid documents by the Engineer, the Contractor shall provide the updated or improved product at no additional cost to the Owner.
- B. All Equipment shall be provided with all required power supplies, cables, connectors, and interfaces as required for a complete and functional system.
- C. Provide replacement power cords and consolidate power supplies for all rack mounted equipment to manage power cords as much as possible.
- D. Provide kits, shelves, adapters, etc. as required for rack mounting of all equipment in the multi-media equipment cabinets. Provide Middle Atlantic Products RSH-series custom rack shelves for all non-rack mounted equipment mounted in racks.
- E. Provide laptop breakout cables for computer interfaces to allow for direct connection from a laptop computer to the computer-video interface. Provide with Audio breakout for computer interface as required. Provide for each system as shown.
- F. All equipment shall be of professional quality. All electronic audio devices shall have electronics or transformer balanced inputs and outputs except for specific program source equipment and specific mixing console inputs and/or outputs. If an electronic device specified or furnished has an unbalanced input and/or output, the A/V Contractor shall make provisions to balance said input/output (i.e., outboard line-level transformer as approved) unless other arrangements have been agreed upon with the Engineer.
- G. Provide Equipment Cabinet and Accessories as required. Racks to have 25" usable depth (unless noted otherwise) constructed of 16-gauge or heavier cold-rolled steel. Provide shelves as required for mounting equipment within racks that do not incorporate rack mounting hardware. Fill unused mounting spaces with blank panels to fully enclose the rack assembly. Provide thermostatically controlled fan units to ensure in-rack temperatures of less than 90 degrees F in rack(s). Rack finish shall be textured black powder coat for all exposed metallic parts and all large surfaces shall be wood and shall match millwork in room. Provide finish on exposed racks with millwork finish to match millwork in room. Provide possible, while maintaining proper cable management.
- H. All cables used for Video, Audio and Control signal transport shall be of the highest quality available. All cables shall use factory-terminated cable assemblies whenever possible. Provide Plenum rated cables when routing cables through ceiling spaces and raised floor spaces used for air distribution.
- I. Provide UPSs to provide uninterrupted 120 VAC power to all equipment, unless noted otherwise. Unit shall provide balanced power for all A/V equipment components. Size unit with all equipment installed, powered and in use, with all amplifiers at maximum power. Provide with 25% spare power available.

- J. Provide 10' umbilical slack loop (neatly wrapped in a black nylon sleeving product) for all movable racks in all rooms. Wrap and conceal <u>all</u> cables exiting floor boxes to underside of furniture with a black, nylon sleeving product, sized for 25% additional cables.
- K. All equipment shall be provided as specified on drawings with alternatives taken as noted above.
- L. Rack elevations as shown on the drawings are for typical reference only. Contractor shall size all racks and cabinets appropriately to assure all equipment fits properly and provides proper ventilation. Provide larger racks or additional ventilation fans if so required. Provide blanks as necessary for proper equipment ventilation.

PART 3 - IMPLEMENTATION

3.1 SCOPE

- A. The contractor shall deliver, install, program, test, start-up, checkout and otherwise substantially complete the systems within the Construction Manager's construction schedule. The system shall be available for a substantial completion inspection by the Owner and the Engineer on this date.
- B. The engineer may require the contractor to provide a complete "Schedule of Key Events" showing planned dates of critical events required to complete each installation within the time allotted by the Owner. "Key events" shall include all anticipated shipping dates, submittal dates, installation schedule, programming schedule, and training dates. This schedule shall show all known shipping lead times and the estimated delivery time for all main equipment.

3.2 SUBSTITUTIONS

- A. The project shall be bid based on the equipment/materials listed in these specifications and on the drawings or with equal equipment. The A/V Contractor may wish to substitute equipment/materials other than that specified, subject to approval. The A/V Contractor shall bear the "burden of proof" for demonstrating substitute equipment/materials equivalency and suitability.
- B. Information regarding substitution of equipment/materials shall be presented in writing to the Owner, and Engineer for review. This written request shall contain copies of complete manufacturer's literature regarding the proposed substitute item(s), specifications, and front/rear views (if applicable).
- C. Any alternate systems or equipment which is proposed must be provided with single line diagrams, equipment cut sheets, and a descriptive analysis describing how the substituted system shall operate equally in all ways to the basis of design. Information shall include at a minimum a parts list of ALL proposed equipment (all manufacturers), how AV system control is performed (including touch screen sizes and functionality), how multiple video types are transported over single cable groupings, and how long distance cable transport is achieved.

- D. Submission of substitute equipment/materials (including any associated software) may be required for evaluation by the Engineer, at his discretion, prior to acceptance, and subject to evaluation fees. The A/V Contractor shall be responsible for the substituted equipment/materials and for all related shipping costs and evaluation fees.
- E. The A/V Contractor shall be required to replace such installed substitute equipment/materials if an unforeseen defect appears, or if operational characteristics do not fulfill the design intent of the technical system.

3.3 SUBMITTALS

- Submit shop drawings, product data and samples together in one package within seven
 (7) days after award of the Contract and prior to ordering equipment.
- B. Submit three copies of the manufacturer's catalog data and pre-installation drawings to the Engineer. These are subject to approval prior to commencing work or ordering materials. Receive approval of the Engineer in writing for each item of submittals prior to commencing work.
- C. Provide a complete list of proposed equipment. Submit the producer's standard descriptive data sheets for each type of product being provided. Provide products in accordance with the drawings and as required by the specifications and for a complete and functional system. Provide complete data sheets bearing the printed logo or trademark of the manufacturer. Mark each copy of the data sheets for the specific product being provided with an identifying mark, arrow, or highlighting. Denote all substitutions.
- D. Actual samples of all exposed materials shall be formally submitted by the Contractor for approval prior to any purchases. Samples shall include manufacturer's standard colors, finishes and textures. The A/E will select and document finish selections from the manufacturer's standards. Only after A/E's approval of product submittals shall material/equipment purchases be made.
- E. As part of the A/V System installation, the Contractor shall provide detailed documentation to facilitate system administration, maintenance, troubleshooting, and future additions and changes. Drawings shall be provided which incorporate all information in the Contract Drawings, and which fully document any and all Engineer approved changes in materials and methods made by the Contractor.
 - 1. The drawings shall include the following minimum information:
 - 1. A "point-to-point" wiring diagram with all connections to each piece of equipment. Indicate the equipment numbers, equipment locations, terminal numbers, and wire numbers and type. All cables and individual terminations shall be identified.
 - 2. All panel, patch panel, and custom faceplate layouts (such as for wall boxes and for rack-mounting) indicating locations of connectors, engraving, nomenclature, panel material, and finish.
 - 3. Complete elevations of all A/V equipment cabinet.
 - 4. A complete written description of all equipment comprising the system, including how each component functions within the system.
 - 5. Millwork submittal drawings for all custom furniture pieces to be built and provided as part of this project.

- 6. All other information indicated on the contract drawings, and all additional information required by the Engineer.
- F. Drawings shall be prepared using AutoCAD release 2009 or greater and shall be furnished in hard-copy format and on electronic media. No other software packages will be accepted.
- G. Submit construction details of all custom fabricated items and approved equipment modifications. Include complete parts lists, schematic diagrams, and all dimensions required for proper assembly. Submit mounting and support details for all items mounted overhead, including loudspeakers complete with parts lists and dimensions for review by the Owner and/or the Owner's representative. Include a full plan view, front elevation and side elevation of each unique item with corresponding support structure and mounting hardware.
- H. As part of a separate set of submittals to follow after the initial product and system submittals, submit anticipated control system touch panel screens for approval and/or modification by Engineer and Owner. Contractor shall coordinate the control system control sequences and screen designs with the Owner and Engineer. Contractor shall coordinate with the owner and engineer in all system programming on the system. Refer to the Control System Implementation and Programming Section.
- I. Submittals, which are incomplete, deviate significantly from the requirements of the Contract Documents, or contain numerous errors, will be returned without review for rework and resubmittal.

3.4 PROTECTION OF WORK

- A. Protect materials and equipment from physical or environmental damage during shipping, storage and installation. Equipment and materials shall be received at the site in new condition and shall be maintained in new condition throughout the installation process. Damaged or deteriorated equipment and materials will not be acceptable. The Contractor shall be responsible for the safety and condition of all materials and equipment, whether stored or installed, until final acceptance by the Engineer and the Owner.
- B. Equipment racks and other exposed equipment shall be kept covered and protected from airborne contaminates. The A/V Contractor shall clean all debris from the equipment room(s) and control console area, and shall clean all equipment and the interior rack floor, prior to system commissioning activities.

3.5 INSTALLATION

- A. General: The installation shall be in strict accordance with all applicable codes and standards, the respective manufacturer's written recommendations, and the contract drawings and these specifications.
- B. The contractor shall be responsible for installing the system in accordance with equipment manufacturer's instructions, standard industry practices, and as delineated herein, programming the system to the satisfaction of Owner, the Engineer, and the Owner's end user/operators. The cost of installation, programming, start-up, and checkout shall be

included in the bid. All equipment shall be installed in a neat and workmanlike manner and as indicated on the drawings.

- C. All materials, equipment, and devices shall be new and unused, of current manufacture and of the highest grade, free from defects. Workmanship shall be of the highest grade in accordance with modern practice.
- D. The installed system shall be neat, clean, and well organized in appearance. Provide working clearances for normal system operation, reconfiguration and repair.
- E. Wiring: All wiring in finished spaces shall be run concealed above ceilings and in walls. No surface mounted cabling or raceways shall be permitted unless specifically indicated on the drawings. Cables ran in equipment rooms shall be ran in a professional manner and neatly secured to walls, in line parallel or perpendicular to the ceiling and floor. Contractor shall select and size all cables based on their use and distance between points, taking into account balanced and unbalanced signals, shielding, voltage drop, etc. Contractor shall be responsible for selecting the correct cabling types and gauges. Provide 10' umbilical slack loop (neatly wrapped in a black nylon sleeving product) for all movable racks in all rooms. Wrap and conceal <u>all</u> cables exiting floor boxes to underside of furniture with a black, nylon sleeving product, sized for 25% additional cables.
- F. Firestopping: Firestop all cable penetrations of all floors and all conduit penetrations of all walls which extend to the underside of the floor or roof deck above. Accomplish firestopping using UL classified systems with fire rating equal to or greater than the fire rating of the floor or wall assembly penetrated.
- G. System Software and Hardware shall be the newest and most up to date versions available. Provide software and firmware upgrades for any newer versions produced by the system manufacturer within the three (3) year warranty period in the bid price.
- H. The Contractor shall closely coordinate all programming of the system with the Owner's assigned personnel. The Contractor shall conduct programming coordination meetings as required to inform and discuss programming options and to receive decisions. The cost of programming shall be included in the cost of the equipment. The Contractor shall provide a written Programming Plan, signed off by the Owner's Assigned representative, to the Engineer prior to final programming and start-up.

3.6 A/V CABINET AND EQUIPMENT INSTALLATION

- A. Provide A/V cabinets complete with doors, side panels, ventilation fans, power strip, and cable management as required for a complete and professional equipment cabinet.
- B. Provide rack mount brackets, shelves, etc required for a stable and professional mounting of all equipment.
- C. Provide plywood backboard inside cabinet for mounting non-rack mounted equipment. Ensuring all equipment and door assemblies are mounted correctly.
- D. Route all cables in a neat and orderly fashion, utilizing Velcro wraps at 6" on center. Provide wire management as required and to the satisfaction of the engineer for routing cables from cabinet to in-floor conduits, to above ceiling, and to equipment within room.

Route all exposed cables in equipment rooms in straight lines, parallel or perpendicular to the floor.

- E. Provide flat black "filler" plates on all unused rack spaces.
- F. Install with side facing wall to allow for ease in front and rear door access. Provide doors hinged accordingly.

3.7 DSP INSTALLATION AND PROGRAMMING

- A. The A/V contractor shall understand the intent of the designed system in regards to DSP audio control and program DSP accordingly. This shall include audio routing, feedback, echo cancellation, combining, equalizing, crossover, mixing, ducking, level control, mix-minus control, delay, and compression.
- B. Additionally DSP/Microphone Mix/Minus shall be programmed as follows:
 - 1. Establish ample signal strength at the microphone, adjust input gain and check peak levels.
 - 2. Set up microphones for a typical speaker in the room, set microphone for that level (typically 65-70dB). Configure the input gain for every microphone so that the input level from a typical volume and distance is as similar as possible.
 - 3. Adjust attenuation from speaker zone to speaker zone, so that the desired sound level is similar at each listener's position.
 - 4. Compensate for Number of open microphones (NOM). Ensure that NOM attenuation has been set to compensate higher dB yields.
 - 5. Mix-minus Microphone/speaker control shall be as follows and adjusted in the field.

Microphone sources		Speaker	Zones		
	1	2	3	4/6	5
on Dais	х	х	х	х	
Podium		х	х	х	х
Wireless Gooseneck Microphone		х	x	х	х
PC audio	х	х	х	х	х
Teleconference input	х	х	х	х	х
Wireless Handheld Microphone				х	х

3.8 CONTROL SYSTEM IMPLEMENTATION AND PROGRAMMING

A. Prior to programming the various control systems, the contractor shall meet with the Owner and engineer and fully understand the various controls required for the system. It

is anticipated that several meetings will be required for all parties (both owner and contractor) to fully understand the intent of the system and the anticipated control sequences. Throughout this process, the contractor shall prepare a written programming document describing the various entities to be controlled. This shall be a living document which is modified throughout this overall process. This document will be reviewed and signed off by the Owner and engineer prior to finalizing the system programming.

- B. The control system shall provide complete control of all A/V equipment included as part of this project and shall be programmed in such a way as to create a simple and streamlined approach to control daily use of the equipment. The control system shall also be provided to provide unique switching and control of equipment not done on a normal basis using existing Media Presentation Controller as shown on drawings and the Crestron Mobile Pro for IPAD2 furnished by the contractor. Install GadgetTrak or similar to IPAD2 for theft detection and enable the "Deleting Apps" restriction in Settings App > Genera > Restrictions. Ipad shall be programed as follows but not limited to:
 - 1. Temporarily adjust each individual microphone sound levels
 - 2. Default "Button" to revert back to pre-programmed audio levels
 - 3. Overall volume control
 - 4. Video source selection
- C. All software associated with audio/visual system devices shall be loaded and programmed on an OFOI computer. These programs are as follows but not limited to:
 - 1. iTunes
 - 2. All listed equipment operations manuals
 - 3. DSP System Software
 - 4. Wireless microphone system software
 - 5. Latest firmware and updates for listed equipment
 - 6. All programs associated with listed equipment
- D. Furnish control systems in space as outlined on the drawings and as required for proper operation. The drawings may differ from actual equipment furnished by the control system manufacturer. Shop drawings submittals shall indicate proposed system configuration. A/V contractor shall be responsible for the selection of equipment that can be fully controlled by the control system furnished.
 - 1. Existing Control plate shall be re-programmed and the new control system furnished shall be used as the primary source for controls.
- E. Provide Ethernet switches for all Ethernet controlled A/V devices and create and separate A/V control LAN, separate from the building local area network. This network shall connect via a gateway/router at the main equipment racks. Coordinate with the Owner's network personnel for configuration requirements and IP addressing scheme. Provide gateway as required.
- F. Control system equipment shall be furnished from one manufacturer only. A/V contractor and/or control system manufacturer shall be responsible for programming system to provide acceptable operation by the engineer and/or owner.
- G. Touch panel control interfaces shall follow the guidelines outlined in the "dashboard for controls" documents created on behalf of Infocomm International. The A/V Contractor shall reference the *Design Guide, Design Reference,* and *Integrators Guide* for this project. Documents are available for download on the Infocomm web site.

- H. Typical control of individual Components shall be as follows:
 - 1. DSP Control:
 - 1. Master volume control/mute
 - 2. All inputs mute/level control
 - 3. Mute dais
 - 4. Mute lectern
 - 2. Projectors:
 - 1. On, Off,
 - 2. Source Control (if required)
 - 3. Projection Screens:
 - 1. Up / Down
 - 4. Video Camera Controls (Camera Control Console):
 - 1. Controls for the pan, tilt, and zoom features
 - 2. Camera Presets shall be precisely coordinated with Owner
 - 3. To recall a preset, select a camera and push a preset number.
 - 4. To save a preset, setup the desired camera, push the preset save button, push the appropriate camera select button, and then select the desired preset.
 - 5. Coordinate with Owner for preset Camera view locations.

CRESTRON CABLING AND INSTALLATION

- I. All Crestron QuickMedia cabling MUST be designed in accordance with the specifications and design criteria documented in the Crestron design guide.
- J. A/V contractor must verify all wire run lengths and cable connector specifications prior to installation based on field conditions and provide the proper cable and repeaters as required.

3.9 FIELD QUALITY CONTROL TESTS

- A. Maintain a competent supervisor and supporting technical personnel, acceptable to the Owner and/or Owner's representative during the entire installation.
- B. Before connecting any equipment to AC power outlets, measure the AC voltages between hot, neutral, and ground and verify correct polarity of AC power.
- C. Upon completion of the system installation, it shall be the responsibility of the contractor to perform the necessary adjustments and balancing of all signals and amplifier gain, and other level controls to ensure proper system operation. The system shall be physically inspected by the Owner and/or Owner's representative to assure that all equipment is installed in a neat and workmanlike manner as called for by the plans and specifications.
- D. After successfully energizing the systems, make all preliminary adjustments and document the setting of all controls, parameters of all corrective networks, voltages at key system interconnection points, gains and losses, as applicable.
- E. Provide functional tests of all equipment. The functional tests shall include operational tests of all program source equipment (record and playback), wireless microphone systems, mixer, system video inputs and outputs, all patching and outlet plate receptacle

connections, video distribution, wireless audio distribution, IP streaming and Control, Camera operation and control, all operational controls, AC power sequencing, and all system electronics. Functional tests include examination for hum, buzz, hiss, ghosts, hum bars, oscillation, thumps, unintended reception of other signals such as AM or FM radio, TV, CB, ham radio, cell phones, or any other unwanted signals through the system. The video system shall be tested using a test signal and waveform monitor. Provide analog inputs using video test equipment (Extron VTG400 or equal) and laptop computers at <u>all</u> input points, using varying input resolutions and adjusting downstream signal processors and display images accordingly. Check for proper polarity of ceiling mounted loudspeakers by applying music program or pink noise to each system walking through the transition areas of coverage from one loudspeaker to the next.

F. Upon completion of initial tests and adjustments, notify the Owner's representative.

3.10 SYSTEM VERIFICATION AND ACCEPTANCE

- A. After completion of the system installation, and after the Contractor's preliminary tests and adjustments have been completed, the contractor in conjunction with the Engineer and Owner shall perform on-site commissioning of the system. This process will consist of complete system check-out, and tailoring of the technical system operation to specific needs of the Owner.
- B. Proof of performance of the A/V systems shall be conducted in the presence of the Engineer and the Owner's representative. All applicable test equipment shall be supplied by the Contractor for all tests. Any equipment, control sequences, material, or software not meeting specifications and the satisfaction of the owner shall be remedied or replaced with other equipment and/or reprogrammed to the satisfaction of the Engineer. These tests shall be conducted after the Contractor has adjusted the system to his satisfaction. The Engineer reserves the right to require any additional testing in addition to those prescribed in the specification.
- C. When testing the control system aspects of the overall system, the Contractor shall operate the system computers and touchscreens, including: loading and operation of all software functions; revising and adjusting software functions as directed. At the completion of the final commissioning period, the Contractor shall download all data settings and source code for all control systems, DSPs, etc. onto a DVD-ROM, with copies as required for inclusion in the O&M manuals described later in these specifications.

3.11 INTERFACE REQUIREMENTS

A. Contractors are responsible for identifying and resolving any system interface requirements that may be necessary in connecting equipment. All interface problems are the responsibility of the Contractor and shall be discovered and resolved during the installation, cutover and checkout period. Any cables, cable adapters, media converters, baluns, etc. required to complete the installation of the work shall be the responsibility of the contractor.

- B. Contractor shall coordinate with the Owner's IT personnel for requirements for connecting to and operating with the owners Local Area Network (LAN). Provide Ethernet switches and gateways/routers as required for connecting the A/V control system LAN to the Owner's LAN.
- C. Contractor shall coordinate with the Owner's IT personnel for far-end VTC interfaces and control if so required.
- D. Contractor shall coordinate all incoming TV and satellite TV signals from the appropriate service provider. Contractor shall integrate any service provider equipment into the systems as required to provide a complete and functional system, tuned appropriately and as required.

3.12 CLEANUP

A. Upon completion of the work each day, the Contractor shall reconnect any utilities, equipment, or appliances removed in the course of work and replace all furniture, etc., moved for the performance of the work. Debris and rubbish caused by the work shall be removed and the premises left vacuum clean each day.

3.13 SUBSTANTIAL COMPLETION

A. Following checkout and verification of proper system operation, the Contractor shall notify the Engineer and provide a completed copy of the System Inspection Checklist. The Engineer will conduct an on-site inspection. The Contractor shall be present for the substantial completion inspection. The Contractor will be given ten (10) consecutive working days to correct punch list items generated by the Engineer as a result of the substantial completion inspection.

3.14 INITIAL PERFORMANCE PERIOD

- A. A performance period of thirty (30) consecutive days of successful operation after Substantial Completion shall constitute a successful initial performance period.
- B. If a malfunction or an interface problem occurs, the contractor will evaluate the cause and remedy the problem. If the Engineer is satisfied with the contractor's remedy, contractor will be allowed to continue the performance period as if no interruption had occurred. If not, contractor must restart the performance period.
- C. The contractor shall inform the Engineer via updates of the System Inspection Checklist of the completion of a successful performance period and inquire if there are any additional problems. Any additional problems shall be resolved to the satisfaction of the Engineer before the system is deemed finally complete by the Engineer.

3.15 FINAL COMPLETION

A. Following completion of punch list items and the initial performance period, the Contractor shall notify the Engineer. The Engineer will conduct a final completion inspection. Upon

determining that all punch list items have been satisfactorily completed, the Engineer will declare the project finally complete and the warranty period shall commence from the date of Substantial Completion. For the purposes of this contract the terms Final Completion, Final Acceptance, and Final System Acceptance are synonymous.

3.16 DOCUMENTATION

- A. As-built Drawings: Furnish all drawings required under paragraph 3.3 (Submittals). Modify and correct to reflect the actual installation. Provide three (3) hard-copies and one (1) set of electronic media to the Engineer.
- B. O & M Manuals: The Contractor shall provide operating and maintenance (O & M) manuals covering all equipment and materials furnished under this contract. The O & M Manuals shall contain all information necessary for the operation, maintenance, replacement, installation, and parts procurement. The information shall include detailed documentation of equipment configuration. A complete recommended spare parts inventory list shall be included with the lead time and expected frequency of use for each part clearly identified. Provide electronic copy.
- C. A quantity of two (2) 8-1/2" x 11" loose leaf 3-ring binders with clear vinyl overlay designed to receive identification inserts shall be provided. The manuals shall contain the following sections:
 - 1. Cut sheets for all equipment.
 - 2. Operating and maintenance instructions. These shall be written specifically for each room, specific for this project.
 - 3. Recommended spare parts inventory list.
 - 4. User's Guides and technical reference guides.
 - 5. Software files for all control system programs and databases, including all raw, uncompiled, source code.
 - 6. Copy of warranty and service contract information, include service contact information.
 - 7. Complete single line diagrams with all equipment provided, including all cable IDs used on all shown cables.
- D. Provide a list with name, address, contact person, phone number, and fax number for two (2) separate contacts with name and telephone number for technical service and the manufacturer of each item of equipment with telephone number and sources of supply for parts.
- E. In addition, full-size as-built drawings, depicting the area of the scope of work, shall be included, showing all devices with their device numbers, panel layouts, equipment placement locations, equipment network addresses, cable types, cable routes, power circuits used, etc.

3.17 SOFTWARE LICENSE

A. The Contractor shall grant to the Owner a non-exclusive/non-transferable license to use all software procured from the contract resulting from this bid.

- B. The Contractor shall provide the Owner with one "burned" CD copy of all software written and otherwise used specifically for the A/V System control system.
- C. The Owner may reproduce one (1) copy of each diskette based software package procured that is not copy protected, for archival and backup purposes only. Copyright and any proprietary notices shall be included on the backup copies.

3.18 USER TRAINING

- A. The Contractor shall provide on-site training to the owners on-site and technical personnel on the operational use of the features of the system and the use of all equipment provided. The cost of training shall be included in the bid. The Owner's staff and the Engineer shall be notified prior to and may participate in training at their discretion. The contractor shall provide documentation of training including names of personnel present at each training session to the Engineer prior to final acceptance.
- B. Training shall include a "walk-through" of the system for location and orientation, a discussion of overall system concepts and configuration, a review of the as-built drawings, a review of the system verification and acceptance documentation, and guidelines for operation and basic trouble-shooting of the System.
- C. System training shall be presented in an organized and professional manner by a technician who is thoroughly familiar with the system installation for this project.
- D. System training shall be conducted during regular working hours and at a time suitable to the Owner. The instructor shall provide operations manuals or any other instructional material that may enhance the training effort. The contractor shall provide all material and equipment necessary to perform the training and shall utilize actual equipment in operation.
- E. Training shall be as follows:
 - 1. <u>One (1) to Three (3) Weeks Prior to completion of programming</u> Two (2) sessions of a minimum of one (1) hour each for key personnel. This is to review control sequences and to dialogue on programming issues. Contractor shall adjust control sequences as required by the Owner.
 - At Start-Up Two (2) sessions of a minimum of one (1) hours each for key personnel who will operate the system. Additionally, during the initial usage of the system, contractor shall adjust programming as required to satisfy the operational needs of the user. These changes shall be completed within 24 hours of any found issues.
 - 3. <u>First four weeks operation following Start-Up</u> On-site, telephone, or network (for control system) availability of a certified technician between hours of 7:30 a.m. and 4:30 p.m. (CST) to provide any required assistance and troubleshooting. Time shall not exceed four (4) hours total <u>training</u> time unless problem with system is discovered and is in need of repair.
 - 4. <u>Two months following Start-Up</u> Two (2) follow-up training sessions of a minimum of two (2) hours each for key personnel, especially personnel who will operate the system. In addition, on-call availability of a certified technician between hours of 7:30 a.m. and 4:30 p.m. to provide any required assistance to key personnel, especially personnel who may operate the system, to clear up any questions or problems encountered during operation.

5. <u>During the first 6 months of operation</u> – the Contractor shall adjust control programming as required to satisfy the operational needs of the owner, making the system more user-friendly and functional. After the initial two (2) week start-up time, adjustment shall be made with one (1) week of any found and required changes. This applies to operational changes only and does not include any warranty issues associated with operational problems with the system.

PART 4 - POST IMPLEMENTATION

4.1 WARRANTY

- A. All equipment including material used in the installation thereof shall be warranted for one (1) full year by the contractor against mechanical, electrical, and workmanship defects. In the event defects become evident within the warranty period, the Contractor shall repair or replace the defective parts and materials at no additional cost to the Owner. The warranty period shall start with the date of substantial completion. The warranty shall apply to all equipment provided under the provisions of this contract regardless of the location. Warranties submitted with bids, either appearing separately or included in pre-printed literature and price lists, shall not be acceptable and provisions herein take precedence.
- B. Response: In the event of equipment malfunction during the warranty agreement period, the Contractor shall respond to service calls and initiate on-site repair service within twelve (12) hours or next business day after notification of equipment malfunction. In the event that on-site repairs are not possible or will exceed two (2) working days after notification of equipment malfunction, the Contractor shall provide, at the Owner's request, and at no additional cost to the Owner, like equipment on a loan basis until repairs are completed or equipment is replaced.

4.2 MAINTENANCE

- A. The Contractor shall provide the necessary labor and transportation to maintain the system in compliance with the equipment manufacturer's specifications and the specifications contained herein during the warranty period. The price of the warranty period maintenance shall be included in the price of the baseline system and each accessory, optional equipment, and other operational service feature and equipment.
- B. Response: In the event of equipment malfunction during the warranty agreement period, the Contractor shall respond to service calls and initiate on-site repair service within twelve (12) hours or next business day after notification of equipment malfunction. In the event that on-site repairs are not possible or will exceed two (2) working days after notification of equipment malfunction, the Contractor shall provide, at the Owner's request, and at no additional cost to the Owner, like equipment on a loan basis until repairs are completed or equipment is replaced.
- C. Maintenance as described herein shall be provided at no additional cost during the warranty period.

- D. Software and Firmware updates offered by the system manufacturer shall be provided to the Owner and installed in all systems free of charge while the systems are in their initial maintenance period.
- E. Maintenance on the physical systems shall be provided as follows:
 - 1. Preventive Maintenance: The Contractor shall provide preventive maintenance as specified by the equipment manufacturer.
 - 2. Trained Personnel: The Contractor shall provide personnel trained and certified by the equipment manufacturer as qualified to service the equipment provided under the contract.
- F. All equipment which cannot be repaired on-site shall be transported at the Contractor's expense.

4.3 ADDITIONAL SERVICES

- A. At any time during the contract period and warranty periods, the Contractor shall provide additional services not covered by the warranty agreement when requested to do so by the Owner. Such services shall include but not be limited to additional software programming, additional hardware and software, and hardware changes and upgrades. Additional services requiring programming of software existing in the control system only shall be completed within five working days following the day the service is requested. Additional services requiring installation of additional software and hardware shall be operational within fifteen (15) consecutive calendar days after receipt of the purchase order.
- B. The price for additional services shall be on a per occurrence basis.
- C. The hourly rate and daily rate for additional services shall be fixed and shall include all expenses and shall remain constant for the life of the contact. The rates shall include all travel and lodging expenses. An additional set of rates shall be included for any additional services not requiring on-site work (i.e. Changing programming of control systems).

END OF SECTION



0
0
Ā
õ
Ĭ
<
コ
0
Ż
~
\leq
9
긢
Ш

ſ	SHEET		SHEET TI NOT	DESIGN PAR DRAWN CEC CHECKI PAR DATE: 10-12-1	A/V SYSTEM	REVISION NUMBER	REVISION DESCRIPTION	SEAL	
	1		πε "ES & FL PLANS	ЕD 8Y: ГВУ: ЕD 8Y: 1	HALL CENTER ROOM 160				H LTING - GR LTING - GR LTING - GR LTING - B Sentes Hum Sentes Hum Ferneration - Fisso Ferneration - Fisso
	4	Ö	OOR		SCHOOL DISTRICT OF ESCAMBIA COUNTY				







AV4.0	SHEET THE: ELEVATIONS & DETAILS	DESIGNED BY: PAR DRAIWN BY: CEC CHECKED BY: PAR DATE: 10-12-11	A/V SYSTEM HALL CENTER ROOM 160	PEVISION DESCRIPTION	SEAL	FLOREAL LEDGE - HUWBE 03577 40 S. Feldron Paco, Sico Son P. 850-4800000 - F. 850-428-431 P. AUL, REMKE P.E. FLORIDA, LICENSE, NUMBER 56 SCG PROJECT, 2011-134
0	ۍ ^ر		SCHOOL DISTRICT OF ESCAMBIA COUNTY			05371 300 58631 ER 56157 34

3 AV RACK ELEVATIONS

 				 		_																					_									<u>،</u>	
MIDDLE ATLANTIC 2200VA RM UPS	1 RU VENTED FILLER PLATE	AUDIO AMP	1 RU VENTED FILLER PLATE		A IDIO AMP		AUDIO DSP	1 RU BLANK FILLER PLATE	DSP EXPO	1 RU BLANK FILLER PLATE	ETHERNET SWITCH	1 RU BLANK FILLER PLATE	CRESTRON CONTROLLER	1 RU VENTED FILLER PLATE	CRESTRON VIDEO DIST.	CRESTRON VIDEO DIST	CRESTRON RELAY INPUT MODULE	1 RU VENTED FILLER PLATE	CAMERA QUICK CONNECT	CAMERA QUICK CONNECT	CAMERA QUICK CONNECT	EXTRON WINDOW PROCESSOR	EXTRON DA	1 RU VENTED FILLER PLATE	AUDIO RECORDER	1 RU VENTED FILLER PLATE	COX DISTRIBUTION	COX DISTRIBUTION	1 RU VENTED FILLER PLATE	WIRELESS MICROPHONE	WIRELESS MICROPHONE	1 RU VENTED FILLER PLATE	1 RU VENTED FILLER PLATE	RU VENTED FILLER PL	1 RU VENTED FILLER PLATE	RU VENTED FILLER PL	