

Request For Proposal



RFP Audio/Visual System

Contract # 1083

LATE PROPOSALS WILL NOT BE ACCEPTED

LEGAL NOTICE

TOWN OF VERNON

CONTRACT #1083-06/14/2016

RFP Audio/Visual Systems

INVITATION TO BID

The Town of Vernon, Connecticut, is seeking written responses to a Request for Proposal (“RFP”) for an Audio/Visual system and related installation services. A firm must have a demonstrated experience in providing such products and services and adhere to standards and requirements of the industry typical for such service.

Copies of the RFP are available online at the Town of Vernon website at www.vernon-ct.gov/legal-notices with reference to Contract # 1083-06/14/2016 and at the Department of Administrative Services website at www.das.ct.gov.

A vendor meeting is scheduled for **May 10th, 2016** at 2 pm in the Town Council Chambers, located at 14 Park Place Vernon, CT on the third floor.

All questions about the proposal should be directed to Robert Sigán, Director of Information Technology, email rsigan@vernon-ct.gov, no later than May 24th, 2016. Answers to all questions will be posted by June 1st, 2016 on the Town’s website under the bid section at <http://www.vernon-ct.gov/legal-notices> with Contract # 1083.

Three (3) hard copies and one (1) digital copy (on CD-R disk or USB drive) of each vendor proposal is required. All should be submitted in a sealed envelope, with “**BID DOCUMENT – DO NOT OPEN – CONTRACT # 1083-06/14/2016**”, clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd floor, Vernon, Connecticut 06066 by 11:00 AM on June 14th, 2016; at which time proposals shall be opened and read aloud publicly. **E-mailed, faxed or late bids will not be accepted.**

Confidentiality – The Town of Vernon is subject to the Freedom of Information Act. If a respondent believes that any information in its proposal should be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees or contractors to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

Qualifications will be reviewed by the town’s Selection Committee. Interviews may be required. The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserves the right to reject any or all applications in whole or in part, to award any one service or group of services or all services, to negotiate with any or all companies submitting qualifications, and to enter into an agreement with any company for any services mentioned in this RFQ/RFP if it is deemed to be in the best interest of the Town.

John Ward
Town Administrator

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1. General Provisions

1.1. Scope of Services

This RFP is intended to procure, install and configure the following audiovisual system:

- A. Audiovisual systems including sound amplification, video display, control and transmission systems.
- B. Coordination and integration with the Town of Vernon's provided furniture including tables, credenzas, desks and other items.
- C. Re-wiring and providing cable management to the Selectman's tables, presentation table, lectern and sound booth. Existing wiring will be removed and new wiring installed with cable management to hide the cables as much as possible. Some existing cables may be reused if necessary.
- D. Coordination of pathways and means and methods to run wiring in a form acceptable to the Town of Vernon.
- E. Connection of town provided desktop monitors to HDMI distribution system as shown on the drawings.
- F. Provision of patch cords to connect from data/telecom jacks to all AV equipment specified herein.
- G. Provision of weekly project reports and attendance at construction meetings.

1.2. Related Sections

- A. DIVISION 01 – General Terms
- B. DIVISION 10 AND 11 – Furniture and specialties
- C. DIVISION 26 Electrical Systems

The intention of this Request For Proposal ("RFP") is to:

- Get the best value for the equipment specified in section 3.1.1.

1.3. Qualification of Vendors

The Town is seeking well qualified and experienced vendors for this project. As part of the proposal please include the following:

- Provide three (3) current or former client references relative to the projects of this scope.
- The qualifications and experience (on similar projects) of personal to be assigned to the Project team.
- Ability to provide the services within proposed project schedule.
- Quality and performance of past services.
- A fee proposal responding to the scope of work.
- Hourly fees and expense schedule.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply.

- A. All lead project personnel working on this project shall possess a valid CTS certification at minimum. This includes project managers, lead technician and system engineer.
- B. Each Respondent shall include a description of the professional and technical experience, background, qualifications and expertise of the organization's key personnel assigned to the project. The description shall show that Respondent possesses the demonstrated skills and experience in specific areas of the project scope.
- C. Particular emphasis will be placed on the Respondent's ability to develop graphic user interfaces that are simple, straightforward and self-explanatory. Respondents are requested to show evidence of their experience in user interface development.
- D. Respondent shall demonstrate evidence of a thorough understanding of how AV systems integrate with Enterprise networks. Provide list of personnel who will be involved with the project who have network centric certifications.
- E. The Respondent shall demonstrate how they plan to approach a project of this size, their project management methodology and how they intend to insure quality control within their own organization and all sub-contractors.
- F. The Respondent shall identify a project manager, account manager and the person who is authorized to bind the company to a contract for the project and shall provide resumes of all personnel who shall be assigned to this project. Respondent shall estimate the percentage of time each individual shall be working on this project.
- G. In order to qualify for consideration, the Respondent must show evidence of at least five years' previous experience in the design and construction of facilities of similar scope and magnitude, using similar equipment. Provide three (3) references, including telephone numbers and the names of people to contact, at locations where the Respondent has performed work on a scale and manner similar to this installation.
- H. Provide evidence that the Respondent can meet insurance requirements as stated by the Town of Vernon.
- I. Provide a letter of confirmation from the manufacturer(s) that the Respondent is authorized to service all items of equipment quoted, and retains full time employees who are factory trained and certified to perform field service on all major items of equipment. For each major product, provide a letter from the manufacturer stating that the dealer is authorized to sell, install and service the equipment specified herein. In lieu of the above letters, a line card may be issued on Respondents' corporate letterhead signed by an authorized officer of the corporation stating they are authorized dealers for the products specified herein.
- J. The primary Respondent shall clearly state the role of any sub-contractor, partner or other persons with regards to furnishing equipment, services, installation, design, engineering, and warranty or post-warranty equipment maintenance. The Town of Vernon shall hold the primary contractor (Respondent) liable for compliance with all terms of this specification, and all terms of this contract. If the Respondent

is a primary manufacturer, or a manufacturer who is a Value Added Reseller of products for all equipment and services specified, the Respondent shall so state in their proposal.

- K. Provide operator and maintenance training as specified below. As part of the proposal, the Respondent shall include a syllabus outlining the training offered. This syllabus shall include a clear set of instructional objectives, and the methods that will be used to achieve those objectives.
- L. Respondent shall provide a procurement and installation time line with their proposal. The time line shall be in the form of a CPM based PERT or Gantt chart. The chart shall show the various steps required for procurement, assembly and installation. The timeline shall indicate each task to be performed, expected resource allocation, and expected duration of each task. Also, indicate earliest start, earliest finish, latest start and latest finish for each major task. Note prominently expected task milestones, and expected payment milestones. Critical path shall be indicated in the timeline, along with a discussion as to the implications of slippage in the critical path. Respondent shall indicate any "long lead time" equipment or material items with their proposal that could hinder the timely completion of the project.
- M. The Respondent shall include with their proposal a complete itemized list including the manufacturer, model number, unit cost and total cost for all specified items; reference each item by "item number" or when necessary a description of the item as it appears in this document. Provide expected delivery information in timeline and include separately cost for any substitutions, or add or deduct items. Proposals that are not itemized shall not be considered.
- N. The Respondent shall provide itemized pricing for all labor and supervision required to set-up and install the systems. Labor shall be itemized for each system. Itemizations shall include all labor and/or supervision to procure, manage and install the systems. Labor shall be provided at a fixed price, time and materials rates are not acceptable. Additionally, the Respondent shall provide labor rates for all personnel to be used in case of change order.
- O. The Respondent shall identify all purchased or sub-contracted services to be provided under this contract. Indicate, in detail, the extent and cost associated with the purchased services. The Respondent shall identify, and provide references for all sub-contractors who may be employed in the execution of the work under this contract.
- P. Systems and equipment shall be shipped FOB inside and in place. Note that drop shipment of equipment to the Town of Vernon's site directly from the manufacturer, or other supplier will not be allowed unless arrangements are made to receive the equipment and personnel are standing by to off load the equipment and put it in place.
- Q. Training, except training using manufacturers personnel (where charges are incurred from manufacturer), shall be included as part of the bid at no additional cost. If the Contractor is a manufacturer of the equipment, services or software, no additional charges will be incurred.
- R. The Respondent shall provide an itemization of all cost associated with providing complete "as built" documentation for all systems and equipment specified herein, and in the format as specified herein. Included in this package shall be all system flows, rack elevations, block diagrams, detail drawings, shop drawings and wire run lists. Drawing documentation shall be provided in AutoCAD. Provide two electronic copies of all software including control systems, audio processors and other programmable devices. Two copies shall be provided on CD-ROM. Two full size printed copies shall be provided of all drawings. All manuals shall be prepared using Microsoft Word, Excel or Publisher as appropriate. The

Respondent shall provide copies of manuals as noted. Copies of all as-built documentation and software will be provided to the Consultant as well.

- S. The Respondent shall provide an itemization of all cost associated with Proof of Performance for all the systems enumerated herein.
- T. The Respondent shall provide total cost of the system with and without options. This will be the final contract amount. See section three of the specifications for format.
- U. In addition to meeting or exceeding all of the functional and technical requirements described herein, the successful Respondent will also satisfy most or all of the following criteria:
 - 1. Quality: Overall experience and capability of the Respondent.
 - 2. Personnel: Ability to provide highly trained and experienced personnel.
 - 3. Service: Willingness to provide immediate response to situations or concerns as they arise.
 - 4. Pricing: Competitive pricing that will be guaranteed for the term of the Agreement.
 - 5. Financial Stability: Sound financial condition.
 - 6. Commitment: Willingness to work with the Town of Vernon in providing on-going cost effective and quality service. Respondent's capabilities as a comprehensive source for products and services in an ongoing business partnership relationship.
 - 7. Training program
 - 8. Contract: Willingness to execute Town of Vernon master agreement including, but not limited to, the terms and conditions below and as outlined under Division 1, as well as service levels, credits and escalation procedures acceptable to Town of Vernon.
 - 9. Written Response to RFP: High quality and thorough Response to this RFP.
 - 10. Compliance with the RFP specifications.
 - 11. Respondent's experience in the products and services specified herein.
 - 12. Warranty and maintenance stipulations.
- V. Bid awards may be made with regards to purpose, design, quality, past service, ability of Respondent to deliver in a timely manner, or any other factor deemed to be in the best interest of the Town of Vernon may also be considered. The Town of Vernon and/or their representatives shall be the sole judge of these factors. In all instances, the decision rendered by the Town of Vernon and/or their representatives shall be final and not subject to contest by others.
- W. The Town of Vernon may waive any deviation in a Proposal. Waiver of a deviation shall in no way modify the RFP documents or excuse Respondent from full compliance with the specifications if it is awarded

the contract. Proposals referring to terms and conditions other than the Town of Vernon or General Contractor's terms and conditions may be rejected as being non-responsive.

- X. The Town of Vernon or its representatives may make such investigations as deemed necessary to determine the ability of Respondent to perform the work, and Respondent shall furnish to the Town of Vernon or its representatives all such information and data for this purpose as reasonably requested. The Town of Vernon reserves the right to reject any bid if the evidence submitted by, or investigation of, such Respondent fails to satisfy the Town of Vernon, in its sole discretion, that such Respondent is properly qualified to carry out the obligations of the contract and to complete the work specified.
- Y. The intent of these specifications is to provide the Town of Vernon with a complete and operating system. The Respondent shall review the specifications and system configuration and provide or recommend any additional interfacing devices required whether or not specifically enumerated herein. The Respondent shall furnish all other installation materials and items not Owner, furnished, as required to complete the proper installation of the systems, as defined in the contract documents.
- Z. The Respondent shall clarify all questions and any misunderstandings prior to bid submission and offer alternates if appropriate. The Respondent shall check in detail each item of equipment specified, each portion of the installation and the complete installation to insure that the intent of this specification is achieved.

1.4. Proposals

The Town requires three (3) hard copies and one (1) digital copy (on CD-R disk or USB drive) of each vendor proposal. All proposal material is to be submitted to John D. Ward, Town Administrator, Town of Vernon located at 14 Park Place, Vernon, Connecticut 06066 by 11:00 AM June 14th, 2016. Immediately following, all proposals received will be publicly opened and read aloud.

All questions about the proposals should be directed to Robert Sigan by email at rsigan@vernon-ct.gov; no later than May 24th, 2016. Answers to all received questions will be posted on the Town's website under the bid section by June 1st, 2016. All proposals must include the signature of a duly authorized officer or agent of the organization submitting the proposal.

- A. Submit the following under provisions of 01 33 00 SUBMITTAL PROCEDURES
- B. The following documentation shall be submitted as required throughout the performance of this contract, or as otherwise designated by the Town of Vernon
 - 1. All drawings contained in these contract documents are provided to the successful Respondent in Adobe Acrobat form. Under special circumstances and at the discretion of the consultant, drawings may be provided in AutoCAD. Contact the consultant to arrange for editable drawings.
 - 2. All issues of the drawings must incorporate the current title block, along with the copyright notices shown on the attached print sets. The Consultants name, address and logo must appear on all documentation relating to this project.
 - 3. The Contractor shall provide any additional details required providing sufficient information for construction and servicing of the systems. Additional detail may include wire numbers and/or pin-outs of multi-pin connectors. The Contractor shall provide other items required giving

installation and service personnel sufficient information to install the systems in an efficient and cost-effective manner.

4. The following documentation is required for Consultant and the Town of Vernon approval prior to fabrication and installation. For each submittal, the Contractor shall provide two copies and one electronic copy.
 - a. Provide detailed flows and wire diagrams including wire numbers and pinouts of multi-pin connectors. In addition to the flows included with the contract documents, provide complete control, data or other flows required fully documenting all wiring and equipment placement in the system.
 - b. Provide functional DSP (Digital Signal Processor) configuration utilizing the latest version of the manufacturer's application. If gain-sharing mixing is available as a processing object in the DSP it MUST be used, gated-auto mixing will not be allowed for any type of conferencing application.
 - c. Provide a control system narrative detailing devices and locations to be controlled and all functional routing.
 - d. After approval of control system narrative, provide screen shots of control system pages.
 - e. Testing and training procedures must be provided prior to training sessions or system commissioning and consultant checkout.
 - f. Provide patch panel layouts showing labeling, normal and non-normal jacks and complete nomenclature.
 - g. Provide shop drawings and product data, as not provided by others, for all custom fabrication items including:
 - 1) Loudspeaker mounting and aiming details,
 - 2) Projector(s) and monitor(s) mounting detail(s)
 - 3) Camera mounting details
 - 4) Control panel(s) and touch screen layout and finishes
 - 5) Switch panel(s) layout and finishes
 - 6) Connector panel(s) layout and finishes
 - 7) Rack layouts and finishes
 - 8) Cabling colors and lengths for patch cords
 - 9) Custom software
5. Include complete descriptive information regarding all furniture. Include lecterns, media enclosures, portable media stands, carts, tables and any other furniture specified. Provide a selection of finishes for the Town of Vernon's approval prior to ordering.
6. Obtain Consultant and Architect approval of all panel and furniture finishes prior to fabrication. The Architect will specify exact finishes.

7. Include descriptive information regarding all equipment racks provided under this contract. Provide a selection of finishes for Consultant and the Town of Vernon's approval prior to ordering. Provide fans and work lights for all racks whether or not specified specifically herein.
8. Include samples of all loudspeaker grills and loudspeaker cabinet finishes.
9. Provide any other submittals elsewhere required herein or as required by the Consultant, the Town of Vernon or their designee.
10. Provide all documentation identified. Maintain at least two copies of the documentation on-site for use by the Town of Vernon, or other parties, as authorized by the Town of Vernon, during the construction and installation at all times.
11. A report shall be required indicating job progress, and significant issues. The report shall be submitted to the Town of Vernon and the Consultant. The Contractor shall submit form PR-1A (see Appendix 2) every week by Monday 3 PM starting three weeks after contract award until project closeout. Contractors shall file special reports when significant project issues arise.
12. If a report is due on a Monday holiday, the Contractor will have until the Tuesday immediately after the holiday to file the report.

C. As-Built Documentation

1. Drawings

- a. One hard copy plus electronic copy of the following drawings shall be provided to the Town of Vernon upon completion of installation. All documentation shall be provided as bound manuals/print sets, and computer disks in an acceptable format to the Town of Vernon. Additionally, the Contractor shall provide one copy to the Town of Vernon's Consultant on computer disk. All documentation shall be produced in AutoCAD or in a compatible format as approved by the Town of Vernon or the Consultant.
- b. The Contractor shall provide draft copies of all documentation for inspection at least five days before demonstration and acceptance testing of the system. The Contractor shall provide finished copies, in the required quantities, within 30 days of initial system checkout.
- c. The final documentation package shall include at minimum, and as applicable, all drawings issued as part of the contract documents and all shop drawings produced by the Contractor.
- d. The Contractor shall provide the following drawings at minimum, and as applicable:
 - 1) Receptacle location plan, keyed to the architectural floor plans. Indicate the location and designation of all receptacles, equipment racks and other equipment as required.
 - 2) As built wire and cable riser diagrams
 - 3) Rack elevations keyed to the block diagrams showing the location of all equipment installed.
 - 4) As-built audio systems
 - 5) As-built control systems
 - 6) As-built video systems

- 7) As-built plate and panel drawings
- 8) Structural and mounting details of all projectors, loudspeakers and racks and any other items as appropriate.

D. Technical Manuals

1. The Contractor shall provide three copies of detailed technical manuals, tab indexed, containing the information necessary for the performance of routine maintenance by the Town of Vernon's staff, as well as corrective maintenance and upgrading by the Contractor's (or other qualified) technicians. To this end, include the following information:
 - a. Table of contents;
 - b. Include general system description(s) and block diagram(s);
 - c. Provide detailed system descriptions;
 - d. The Contractor shall provide a detailed as-built system wiring diagram and cable schedule. Include a set of simplified line diagrams showing the essential parts of the completed installation, by room, and their functional relationship;
 - e. The Contractor shall include a list of settings and adjustments for semifixed controls;
 - f. The Contractor shall provide a list of equipment incorporated, including manufacturer, model number, and serial number where applicable;
 - g. The Contractor shall include a printed listing of all graphic user interfaces.
 - h. The Contractor shall provide a list of any special tools or test equipment necessary for system maintenance;
 - i. The Contractor shall include a list of consumables and spare parts (fuses, lamps, etc.). Show recommended stock levels for each item;
 - j. The Contractor shall provide a list of manufacturers with addresses and telephone numbers;
 - k. The Contractor shall include manufacturer's specifications, operating instructions and service information sheets, arranged alphabetically. Bind these documents separately from the other sections of the manuals described above;
 - l. The Contractor shall include completed warranty cards from all equipment furnished.

E. Operating Manuals:

1. The Contractor shall provide three copies of complete instructions for operating all systems in all modes of operation and as necessary to fulfill all functional requirements. Include one unbound original.
2. Operating manuals shall include:

- a. System operation in all modes including step-by-step instructions.
- b. System troubleshooting including systematic instructions on how to solve common problems.

F. Line Diagrams:

1. The Contractor shall mount one copy of simplified line diagrams behind clear plastic. The Contractor shall mount the diagrams on the wall near the equipment racks, or inside the console or lectern. The line diagram will include all wire numbers.

G. Equipment Inventory

1. The Contractor shall provide a complete inventory of all equipment provided and installed on this project including the Town of Vernon's Furnished Equipment. As part of the equipment installation, the Contractor shall affix the Town of Vernon's provided inventory tags to all the equipment. The Contractor shall track all equipment inventories with an Excel spreadsheet. The spreadsheet shall contain the following fields (columns):
 - a. Room Number
 - b. Manufacturer
 - c. Model Number
 - d. Serial Number
 - e. Inventory Tag number (if required by the Town of Vernon)
2. The Contractor shall confirm format of spreadsheet with the Town of Vernon prior to entering data.

H. Training

1. Training shall be included as part of the overall bid cost. Specific details regarding the training program that the Respondent will provide shall be included as part of the bid response.
2. Training is not required for each individual room. Training is required for each type of system installed, as defined in the Contract documents.
3. At minimum, training shall include the set-up and operation of all the systems. In addition, the training shall include routine maintenance and operational adjustments. The thoroughness of the training program shall be weighed heavily in consideration of proposals from Respondent.
4. Final "as built" documentation must be available at the job site for all training sessions.
5. The Contractor shall provide training materials free from any copyright restrictions, and upon request from the Town of Vernon, furnish a reproducible set of these materials.
6. Approximately six months after completion of the installation, the Contractor shall conduct a follow-up training program, consisting of one four-hour session. The Contractor shall conduct this training program at the project location, and schedule at the mutual convenience of the Town Of Vernon and Contractor.

7. Six months after completion of the installation, the Contractor shall provide a control system review making any minor changes to the control system as the Town of Vernon may request based on the configuration at system sign-off.
8. Instruction and training for the operation and routine maintenance of the system shall be provided at site, within twenty-five working days of performance acceptance of the system, at a time mutually satisfactory to the Respondent and the Town of Vernon.
9. The training shall include system(s) and circuit functional description and the proper adjustment procedure for every adjustment in the system(s).
10. The equipment will be made available by the Town of Vernon, after delivery and acceptance, for use in the instruction and training program. The Town of Vernon will provide space for the instruction and training. The successful Respondent shall provide the instructor(s) and all training materials.
11. The instruction and training shall be scheduled not to exceed 7.5 hours each working day. Instructor(s) compensation, travel, living and all other expenses incurred as the result of fulfilling these requirements shall be the responsibility of the Respondent(s) to whom contract(s) are awarded.

1.5. Delivery, Storage and Handling

- A. Insure that all products and assemblies are properly packaged and protected during shipping, handling and storage to prevent damage.
- B. Store materials indoors under cover on raised platforms, fully protected from dirt and moisture.
- C. The wiring shall be installed at a time when construction is substantially complete so that the wiring shall not be exposed to any potential damage.
- D. Equipment shall be installed when the project site is clear of dust, environmentally controlled and secured. The Contractor shall be responsible for cleaning all equipment that accumulates dust regardless of the source of the dust.

1.6. Quality Assurance

- A. Manufacturer's Qualifications
 1. Manufacturer shall be engaged full time in production of the products herein.
 2. The product types specified herein shall represent at least sixty-percent of the total volume of products produced by the manufacturer.
- B. Subcontractor's Qualifications
 1. Subcontractor shall be an authorized dealer and service facility for the products specified herein.

2. Subcontractor shall employ its own installation staff, sub-contracting the work specified herein is not acceptable with the exception of employment of appropriate organized labor (IBEW) to fulfill labor obligations with the Town of Vernon.
3. Subcontractor shall demonstrate at least five years of experience with the installation of the products specified herein.

1.7.Warranties

- A. Attention is directed to provision of the CONDITIONS OF CONTRACT and applicable parts of Division 1 regarding guaranties and warranties.
- B. Manufacturers shall provide their standard guaranties for work specified in this section. However, such guaranties shall be in addition to and not in lieu of all other liabilities that manufacturers and Contractor may have by law or by other provisions of the Contract Documents.
- C. The Contractor warrants to the Town of Vernon that all material and equipment furnished under this contract will be new unless otherwise specified in the Contract documents and that all work including all equipment furnished hereunder will be free of defects and in conformance with the contract documents. The Contractor shall guarantee the work for a period of one (1) year from the date of the Town of Vernon's beneficial use, and upon written notice shall remedy all the defects thereto and pay all expenses for any damage to their work resulting there from. Neither the final payment nor any provisions in the Contract shall operate to void the guarantee obligation. This guarantee is in addition to, not in limitation of, the Town of Vernon's remedies at Law or in Equity.
- D. All equipment shall be governed by the terms of the manufacturer's original warranty. If a manufacturer's warranty exceeds any of the above, its effect shall not be diminished by any of the above.
- E. Electronic devices whose performance deteriorates due to drift during the warranty period shall be considered defective, requiring alignment or other repair or replacement at no charge to the Town of Vernon. If any device fails, due to no fault of the Town of Vernon, more than three times during the warranty period, it shall be considered a "lemon" and be replaced, or credited to the Town of Vernon against replacement of similar equipment.
- F. With this warranty, and at no additional charge, the Contractor shall provide preventive maintenance service for a period of one year from final acceptance of the system. During this one-year period, the Contractor shall provide no less than quarterly visits to the site for preventive maintenance and general system review. Contractors shall notify, in writing, the Town of Vernon's Authorized Representative of all service and corrective measures taken during the site visits. Further, at the six-month quarterly visit, the Town of Vernon may request changes to the control system graphical user interface, macros or other functionality. The AV Contractor shall provide the control system changes at no cost to the Town Of Vernon. New products or products that were not under control at the time of system commissioning, are not covered under this revision.
- G. The Contractor shall provide warranty service specified above at the Town of Vernon's location. Regardless of the terms of any manufacturer's warranty, do not require any carry-in service.
- H. If an equipment item is found not to be quickly repairable, for a period greater than twenty-four (24) hours, upon request, the Contractor shall provide a suitable replacement unit at no charge. The

Contractor shall install this replacement in a timely fashion so that system operation is restored within a 24-hour period from the initial failure. The Contractor shall permit such replacement to remain available to the Town of Vernon until the original unit is repaired and reinstalled.

1.8. Coordination and Measurements

- A. Examination: Before starting work examine all adjoining construction on which work of this Section is in any way dependent for accurate fit and workmanship.
- B. Verifying Conditions: Verify all measurements at the job site as required form fabricated work to fit in designated locations.
- C. Coordination: Carry out work in coordination and cooperation with contiguous work of other trades.
- D. Anchoring: Furnish anchoring devices in advance to permit building into the work of other trades.
- E. Complete all construction, painting and finishing before installation of equipment.
- F. Prior to submitting a proposal, the Contractor shall carefully review all existing site conditions. The Contractor will be solely responsible for field verifying all dimensions, existing conditions, pathways, etc. The Respondent will be solely responsible for insuring that all furniture, racks and other devices can be moved into the building. The Contractor shall field verify all conduits, device boxes, power requirements, etc. The Contractor shall field verify all obstructed conditions that may affect mounting or installation of equipment. Coordinate as required. By submitting a proposal, the Contractor affirms positively that they have reviewed all site conditions and that no further costs will be incurred with relation to site conditions.

1.9. Demonstration and Acceptance Testing

- A. For the purposes of this contract and for commencement of the warranties specified, final acceptance shall be deemed to include clearing all punch list items and delivering final documentation to the Town of Vernon.
- B. The Contractor shall perform preliminary tests at their shop or factory before the system is shipped to the Town of Vernon's site. The Town of Vernon's Authorized Representative, Town of Vernon's Project Manager or other designated representative may be present for these tests. These tests shall include Contractor provided equipment and any Town of Vernon provided equipment (equipment that the Town of Vernon shipped to the assembly site). The tests shall include equipment provided by other Contractors, if applicable, plus all installation service and materials.
- C. The Contractor shall provide and be proficient in the usage of appropriate test equipment for use during initial tests and adjustments and during acceptance testing and final adjustment of the systems. The Contractor shall provide other test equipment as may be required in other Sections of this Agreement.
- D. The Contractor shall perform proof-of-performance tests when each system is substantially complete at the Town of Vernon's facility. The Contractor shall align and test each piece of equipment, regardless of who supplied the equipment. After each operational area or sub-system is tested, Contractor shall conduct technical demonstrations where the Town of Vernon's personnel will observe, examine and accept the work. The systems and sub-systems will be accepted on a progressive basis. A system or sub-

system may be conditionally accepted, if there is an agreement with the Town of Vernon regarding a defined punch-list of items requiring correction. In all instances, correction of technical or cosmetic deficiencies shall be performed at no additional cost to the Town of Vernon.

- E. The Contractor shall follow manufacturer's set-up and alignment procedures for each piece of equipment furnished by the Town of Vernon or the Contractor.
- F. System tests shall be performed in the presence of the Town of Vernon or a designated representative. If wiring errors are discovered, they shall be corrected immediately, or documented on the punch-list for later remedy.
- G. The procedures and methods shall be documented and submitted in the system proof of performance. System testing and alignment shall consist of all procedures necessary to insure proper installation and operational compliance with all standards and documentation. Test procedures shall include, but not be limited to:
 - 1. Gain adjustment for audio and video equipment.
 - 2. Adjustment of equalization, timing and SC/H phase etc., as required.
 - 3. Gain stage and equalize all rooms.
 - 4. Adjustment of all switches, and configuration of all software to make the equipment functional.
 - 5. Measurements of system distortion, crosstalk, hum and noise.
 - 6. Confirmation of all wiring.
 - 7. Confirmation of the operation of all controls.
- H. The equipment tests shall be performed with signal processing devices in the measured signal path switched to by-pass or defeat. The equipment shall otherwise be left in the circuit. Special measurements shall also be made in all processing modes to demonstrate the proper operation of the processing circuits.
- I. As part of on-site equipment testing, the Contractor shall verify correct operation of all equipment functions and signal systems, for each item regardless of its source. Test results shall be recorded on a checklist in a pass-fail format. Any item that fails shall be corrected by either the Town Of Vernon or Contractor (depending on who supplied the equipment) prior to facility acceptance.
- J. Contractor shall maintain all work areas in a clean and safe fashion at all times. At the conclusion of all work, Contractor must complete to the Town of Vernon's satisfaction, any repairs to the physical plant that may have occurred due to negligence, accident or abuse. Any damage to existing surfaces such as scratches to paint, stains and burns, which result from the activities of the Contractor, shall be corrected to the Town of Vernon's satisfaction at vendor's expense.
- K. Initial Post-Completion Tests
 - 1. The Contractor shall perform the following tests, as applicable for each system incorporated herein.
- L. Video System
 - 1. Verify that signal flow is as intended. Verify that no cross-connection exists of video, red, green, blue and sync lines.

2. Observe the image quality on displays throughout the system, employing sources such as computers and DVD. Check for errors of linearity, color luminance delay, signal to noise performance, blanking and gain shifts. Check for RF interference, crosstalk and other imperfections. Test for these errors under various operating conditions.

M. Test of Portable Equipment:

1. Verify the proper operation of any items of portable equipment.

N. Audio System

1. Measure the resistance and impedance of each loudspeaker line leaving the system equipment rack, with the line disconnected from its normal driving source. Measure impedance within each loudspeaker's pass band (at center of pass band or at least one octave removed from crossover frequency). Verify that values are within ± 10 percent of the value calculated for that circuit based upon the parallel impedance's/resistance's of the loudspeakers connected plus the resistance of the loudspeaker line. Correct any discrepancies.
2. Perform phasing checks of loudspeaker lines by means of a DC source at one end of each line and a voltmeter at the other end. Phase all loudspeaker lines identically with respect to color-coding
3. Measure the hum and noise levels of the overall system. Adjust gain controls for optimum signal-to-noise ratio.
4. Check to insure that the system is free from spurious oscillation and radio frequency pick-up, both in the absence of any audio input signal and when the system is driven to full output at 160 Hz. Employ an oscilloscope as specified.
5. Apply a high quality music signal to the system. Adjust the system for frequent peaks at its specified maximum sound pressure level. Apply a slow sine-wave sweep from 50 to 5,000 Hz at a level of 6 dB below rated power amplifier output voltage. Listen carefully for buzzes, rattles and objectionable distortion. Correct any causes of these defects, unless the cause is clearly outside the sound amplification system equipment and installation. Under these circumstances, notify the Town of Vernon.
6. Establish tentative normal settings for all gain controls. Adjust all gain controls for optimum signal to noise ratio and signal balance.
7. Eliminate audible clicks or pops produced by the operation of any controls.
8. Measure system acoustical performance using a calibrated ANSI standard type 1 or IEC precision sound level meter set for "slow" meter damping except as otherwise noted, and flat response with random incidence at a height of four to five feet. All interior finishes and furnishings shall be in place. System gain shall be adjusted to provide levels of 70 to 80 dB and at least 10 dB above background noise at the measuring locations for these tests, except as otherwise noted. Include the following tests and adjustments:

9. Loudspeaker frequency response shall be measured with all control equalization set for flat response using 1/3 octave bands of filtered pink noise centered on ANSI preferred frequencies or broadband calibrated pink noise measured in 1/3 octave bands using a calibrated real time analyzer.
10. Adjust equalization to provide average system response within +/-3dB of a response (0 dB) which is flat from 63 to 2500 Hz and sloped uniformly from 0 dB at 2500 Hz to -5 dB at 10,000 Hz.
11. Use an octave band of random noise centered at 4000 Hz as test signal output to the loudspeakers.
12. Lateral uniformity shall be +/- 3 dB at all positions equidistant from the front of the room.
13. Take this measurement with standard "fast" meter damping. The loudspeakers shall be capable of providing 100 dB SPL in the audience area on axis of any high frequency horn and employing wide band recorded music as a test signal.
14. Listen to normal program material to be sure that there are no remaining defects.

O. Remote Controls

1. Verify proper operation of all remote controls from all locations. Test to insure that all interactions between control point's function as intended. Verify that improper use of controls does not result in the control system locking-up, and that damage to the control system and to the controlled equipment is prevented under all conditions.

P. Report

1. Upon completion of the above tests and adjustments, submit two copies of a written report presenting test results, including numerical values where appropriate, for review by the Town of Vernon's authorized representative prior to demonstration and acceptance testing. With this report, submit written certification that the installation conforms to the requirements stated herein, is complete in all respects, and is ready for inspection and testing by the Town of Vernon.

Q. Demonstration and Acceptance Testing

1. Upon approval of the above test report by the Town of Vernon's authorized representative and at a mutually acceptable time, demonstrate operation of each major component and of the complete installation. After demonstration, assist as required in acceptance tests by the Town of Vernon.
2. If the need for adjustment or modification becomes evident during testing, either continue testing, or interrupt testing to permit corrective action, as directed by the Town of Vernon. Perform re-testing following any corrective action to the extent directed by the Town of Vernon.

R. Operating Tests

1. Tests shall be included to verify that the system functions as required, and that operating controls work properly.

S. Listening and Viewing Tests

1. Testing shall include subjective evaluations by persons listening and viewing from various positions under various operating conditions. The objective of these tests will be to verify system functioning under conditions of normal operation.

T. Equipment Tests

1. Testing of the proper functioning of equipment items shall be performed for major equipment pieces.

U. Final Adjustments

1. Make control adjustments as directed by the Town of Vernon. Provide covers, caps or shaft-locks for controls not used in system operations. Make a record of these control settings for inclusion with the final documentation.

1.10. Standards and Codes

A. Codes

1. The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances, codes, rules and regulations and shall obtain and pay for all required permits before commencing work.
2. The Contractor shall, at his own expense, pay for the services of any inspector which the Contractor, under any applicable law, ordinance, rule, regulation or code, may be required to employ or order, the Contractor may be obliged to furnish as a condition to obtaining any such license or permit. It shall be the obligation of the Contractor to make all necessary applications and to take all steps for the securing of permits of licenses, at their own expense, and to receive all necessary permits of licenses before commencing the applicable work.
3. The Contractor shall comply with applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash, on or off the job site, and shall commit no trespass on any public or private property in any operations due to, or connected with this Contract.
4. Wherein this specification and codes conflict, the more stringent shall take precedence whether or not specifically enumerated herein.

B. Standards

1. All systems shall meet the best commercial practices of the applicable industries, except where alternatives are noted.
2. Publications of issues of the following standards form a part of this Agreement:
 - a. American Institute of Architects (AIA)
 - b. Americans with Disabilities Act (ADA)
 - c. American National Standards Institute (ANSI)
 - d. Audio Engineering Society (AES)
 - e. Building Industries Consulting Services International (BICSI)
 - f. Computer Security Institute (CSI)
 - g. Electronic Industries Association (EIA)
 - h. Federal Communications Commission (FCC)
 - i. Infocomm International
 - j. Institute of Cable Engineers (ICEA)
 - k. Institute of Electrical and Electronic Engineers (IEEE)
 - l. International Standards Organization (ISO)
 - m. International Telecommunications Union (ITU)
 - n. National Association of Broadcasters (NAB)
 - o. National Electric Code (NEC)
 - p. National Electrical Manufacturers Association (NEMA)
 - q. National Fire Protection Association (NFPA)
 - r. Occupational Safety and Health Administration (OSHA)
 - s. Society of Motion Picture and Television Engineers (SMPTE)
 - t. Telecommunications Industry Association (TIA)
 - u. Underwriters Laboratories (UL)
 - v. Nationally recognized standards of the various construction trades, as may be applicable
3. References shall mean to the latest edition of that standard.

1.11. Contract

This RFP is not a contract and, alone, shall not be interpreted as such. This RFP only serves as the instrument through which proposals are solicited. The Town reserves the right to make contract awards to the vendor or vendors whose proposal or components of the proposal is, in the opinion of the Town, best suited for use and the best value for the amount expended.

The Town will not necessarily be bound by the lowest bid. Quality, value, and performance of the system shall be considered at all times and the Town shall be the sole judge of such.

1.12. Proprietary Information

The Town recognizes that in responding to this RFP, vendors may submit proprietary information. To the extent allowed by law, the Town will keep confidential such proprietary information provided that the conditions as described in the following paragraph are met.

Proprietary information is submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the proposal, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the proposal that it references. Labeling a complete proposal proprietary, that is general in nature, may be cause for rejection of the proposal.

1.13. Taxes

The Town is tax exempt and will provide appropriate documentation if needed. If taxes do apply, these costs will be covered by the Vendor.

1.14. Additional Information, Pricing, and Negotiation

The price of the equipment in this proposal shall be itemized. Any and all manufacturer provided engineering services offered shall be inclusive. If price excludes certain fees/charges, either recurring or nonrecurring, vendors must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

In the event that information or pricing submitted by the vendor is unclear, the Town may request further explanation and/or pricing breakdowns from the vendor for the purpose of evaluation and decision making. The vendor shall answer requests for additional information or clarification in writing, and these responses will become part of the vendor's proposal. Vendors failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the Town shall be considered unresponsive, and their proposal may be subject to rejection.

2. Mandatory Requirements

2.1. Town Policies

Proposals must meet all requirements of applicable Town policies.

2.2. Added Value

Proposals shall include any added value services provided under a separate section labeled "Added Value". Added value may include manufacturer provided engineering services, as well as any vendor provided engineering services (at no additional cost).

3. Product and/or Service Specifications

3.1 Manufactures

- A. Bids are requested on this inquiry in accordance with brands, specifications and/or testing and are understood to include "or equal." Manufacturer Names and Model Numbers, when named, are for establishing the standard of quality, design, and utility of the article desired.

- B. If any items bid are other than "As Specified," the Respondent MUST:
 - 1. Provide a Sample of the alternate Item bid to the Town of Vernon and Consultant, for preapproval, at least ten (10) days prior to the Bid opening date.
 - 2. Include literature with a picture and specifications of the alternate product, in the Bid Packet.
 - 3. Bids shall include non- equivalent pricing on lines noted as Non Specified Alternate for easy analysis by Consultant and the Town of Vernon personnel,

4. Specify on the Bid Form where there is an exception to the specified item. Failure to do any of the above may constitute grounds for a bid to be rejected as nonconforming.
- C. The Town of Vernon shall govern as to what product is equal to that named, but the burden of proof and costs of any tests shall be the responsibility of the Contractor.
 - D. For equipment identified as optional, the Town of Vernon reserves the right to purchase the items indicated, in the quantity indicated, or other quantities as may be determined by the Town of Vernon in its' own best interests. Optional items shall only be a part of this contract if specifically enumerated by Town of Vernon's purchasing documentation, e.g. purchase order, contract, and letter of agreement or other mutually acceptable document.

3.2. Technical Requirements

3.2.1. Equipment

All equipment provided shall be factory new and not “refurbished”.

Provide the following equipment or approved equal:

Item	Manufacturer	Model	Description	Qty
	<u>Sources</u>			
1.	Extron	26-663-12	HDMI Ultra/12 12' HDMI cable	2
2.	Extron	26-566-03	MVGA-A M-M/12 12' VGA Cable w/ Audio	2
3.	Liberty	DL-AR1077	Adapter ring	1
4.	Vaddio	HD Camera	Camera	OFE
5.	Vaddio	Production VIEW HD	Switcher	OFE
6.	Christie	Brio Team+	Brio base unit - Wireless Video System	1
7.	Crestron	DM-TX-201-C	DigitalMedia 8G+ Transmitter 201	2
8.	Blackmagic Design	Intensity Shuttle	Recording interface	OFE
9.	Middle Atlantic	MS-11	Shelf for CPU and Blackmagic Intensity	2
	<u>Switching</u>			
10.	Crestron	DM-MD8X8	8X8 DigitalMedia switcher	1
11.	Crestron	DMC-4K-C	HDBaseT 4K DigitalMedia 8G+ Input Card	2
12.	Crestron	DMC-DVI	DVI/RGB Input Card	1
13.	Crestron	DMC-4K-HD	4K HDMI Input Card	2
14.	Crestron	DMC-4K-CO-HD	2 Channel 4K DigitalMedia 8G+ Output Card	2
15.	Crestron	DMC-4K-HDO	2 Channel 4K Scaling HDMI Output Card	2
16.	Crestron	CEN-SWPOE-16	16-Port Managed PoE Switch	1
	<u>Control</u>			
17.	Crestron	CP3N	3 Series Control System	1
18.	Crestron	TSW-1052	10.1 inch Display Touch Screen	2
19.	Crestron	TSW 1050 TTK	Table Top Kit for Touch Screen	2

Item	Manufacturer	Model	Description	Qty
	<u>Display</u>			
			Monitors at table	OFE
20.	Samsung	UN7500J6300AFX2A	75" Flat Panel Display	2
21.	Crestron	DM-RMC-SCALER-C	DigitalMedia 8G Receiver & Room Controller	2
22.	Chief Manuf.	LSM1U	Large FUSION Micro-Adjustable Fixed Wall Display Mount	1
23.	Chief Manuf.	PNRUB	Large Flat Panel Swing Arm Wall Display Mount-25" Extension	1
24.	Kramer	VM-16H	1X16 HDMI DA	1
25.	Extron	UTM-100	Under Table Rack Mount Shelf	1
	<u>Audio</u>			
26.	Symetrix	80-0083	Radius 12X8 Open Architecture Dante Scalable DSP	1
27.	Symetrix	80-0091	Radius xIn 12 Audio I/O and Control Expansion	1
28.	JBL	CBT 50LA-1-WH	Compact line array column	4
29.	Ashley	SRA-4150	4-channel Audio Power amplifier	1
30.	Shure	ULXD24/B87A	Wireless handheld with ULXD2 Handheld BETA 87A Microphone	1
31.	Shure	MX412D/S	Super cardioid 12" Desktop Gooseneck Condenser Microphone	14
32.	Listen Tech	LT-800	Assistive Listening System	OFE
33.	Middle Atlantic	MS-11	Shelf for LT-800	1
	<u>Peripherals</u>			
34.	Middle Atlantic	22RU Rack	Existing rack	OFE
35.	Middle Atlantic	D4LK	Drawer, 4RU, w/Lock	1
36.	Surge-X	SX-1120-RT	Surge protector	1
37.	Middle Atlantic	S1	Security Cover for Ashley, ULXD24, LT-800	3

Item	Manufacturer	Model	Description	Qty
			Total Equipment	
			AV Contractor labor and supervision to install	
			Materials to install	
			Freight	
			Training	
			As-built documentation	
			System test and acceptance	
			Total Non-Equipment Services	
			TOTAL SYSTEM COST	

**NOTE CLIENT IS TAX EXEMPT
PROJECT DOES NOT REQUIRE UNION LABOR**

B. Summary

System	Equipment	Labor	Total
Meeting Room	\$	\$	\$
Other	\$	\$	\$
Total	\$	\$	\$

3.3. Execution

3.3.1. Examination

- A. Inspect all site conditions and verify that they are in proper condition to receive the work of this Section.
- B. The beginning of installation means acceptance of existing project conditions.
- C. Review and document existing cabling. The cabling at the tables and lectern will be completely removed under this contract and reinstalled by the AV Contractor to provide a neat and tidy installation. Discuss means and methods with the Town of Vernon and Consultant prior to commencement of this work.

3.3.2. INSTALLATION

- A. Provide and install equipment as specified.
- B. Coordinate with other contractors as necessary to provide a complete and operational system.
- C. Provide the Town of Vernon with hands on training with regards to equipment set-up, operation and adjustment.
- D. Provide system proof of performance tests as outlined.
- E. Set-up and adjust all equipment.
- F. Provide system documentation as outlined herein.
- G. Coordinate furnishings and rack enclosures as required. All visible items shall be approved by the Architect prior to installation.
- H. Provide and install security covers for all power control devices (surge suppressors) to prevent the front switch from being actuated.
- I. Provide fluorescent rack lights for all racks over 24ru.
- J. Provide and install loudspeakers as specified.
- K. Provide and install blocking for video monitors, loudspeakers, cameras and other devices as not provided by others.
- L. Provide and install microphones in ceiling as shown on the plans. Coordinate with other trades.
- M. Provide and install all display mounting hardware whether or not specified herein.

- N. Obtain IP address from Town of Vernon for all networked equipment. Configure equipment to operate on Town of Vernon's local area network as required.
- O. The AVC shall coordinate system shut down procedures in the event of a fire alarm condition. Coordinate so that system audio shuts off when a fire alarm is triggered.
- P. All devices that are mounted on shelves inside an equipment rack, with or without a faceplate, shall be secured to the shelf by screws. Specifically all devices mounted on a Mid-Atlantic RSH series mounts, as well as any other shelf-mounted device shall be secured. All devices shall be furnished with faceplates and complete trim kits. Fill unused openings for partial rack width equipment as required to provide a clean installation.
- Q. Assemble all loose equipment as required to form a functional unit.
- R. Provide the following services relative to the control system:
 - 1. Meet with Town of Vernon and Consultant to review the functionality and layout of touch panel pages.
 - 2. A complete control system shall be provided and installed by the AVC. The purpose of this section is to describe the basic functionality of each piece of equipment. It does not describe the graphical user interface (GUI), menus, sub-menus, page flips or panel layout. The AVC and its sub-contractor shall meet with the Town of Vernon and consultant to review panel functions, graphics, etc. and submit panels for review by the Town of Vernon and Consultant as required. It is expected that there will be several levels of access for end-users, operators and technicians. Wherein control panel functionality is included in other areas of the specifications, they are incorporated here by reference.
 - 3. Provide layout of all touch screens prior to installation for consultant and Town of Vernon approval. Submittals shall be provided in PDF format and/or PowerPoint files with links intact. Submittal of individual jpeg images is not acceptable and will be rejected without review.
 - 4. Provide control system programming.
 - 5. The AVC shall be responsible for determining the power supply requirements for the control system and provide power supplies as required.
 - 6. The AVC shall provide e-control web pages for all functions. The AVC shall provide integration into the Town of Vernon Fusion Room View system as required. The system shall be fully functional through a web browser as well as the touch panels.
 - 7. Provide engraving submittals and buttons for all push-button panels.
 - 8. Upon completion of system, provide print out of all touch panel pages. Provide electronic copies of all software programs to Town of Vernon and Consultant as drafts and as-built.

9. Provide the services of a certified programmer. Programming by non-certified personnel will not be acceptable.
10. Services shall include all control system programming, initial client consultation meeting, touch panel design, e-control design and on-site presence as required for system programming and debugging.
11. By submitting a proposal, you hereby affirm and agree to submit all control system files to the Town of Vernon both as drafts and as-built. Failure to do so will be considered a breach of this agreement and will absolve the Town of Vernon from issuing final payment. Further, you agree to the following:
 - a. The term software shall consist of all commercially and non-commercially available and customized products, codes, user interfaces whether graphical or otherwise, macros, scripts and other components of assembly, machine, logic compilers debuggers, loaders, linkers utilities or compiled software languages meant to run on any type of processor whether enumerated herein or not, or any device whether hard or soft normally considered any part of the Open System Interconnection model with the sole exception of embedded processor code.
 - b. Vendor may incorporate into its work product under this Agreement certain software, programming, documents and other technology that has either previously been authored or created by Vendor or is preexisting and owned by third parties. Such intellectual property shall be deemed "Vendor Intellectual Property," and shall not be owned by the Town of Vernon. Vendor hereby grants to the Town of Vernon a perpetual, royalty-free, nonexclusive license to make, use, and copy any Vendor Intellectual Property, including programming, source code, object code, documentation, upgrades, revisions, modifications, and any related materials. The Town of Vernon does not retain the right to sell or provide copies of "Vendor Intellectual property" to a non-Town of Vernon entity. Vendor agrees that the Town of Vernon shall have the right to modify Vendor Intellectual Property and to use and combine such modifications with the System or other Town of Vernon work product. Vendor is not liable for the effects of modifications of Vendor Intellectual Property by the Town of Vernon.
 - c. The Town of Vernon may supply to the Vendor or allow the Vendor to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have previously been authored or created by The Town of Vernon or are pre-existing and owned by the Town of Vernon. Such intellectual property shall be deemed "Town of Vernon Intellectual Property," shall be owned by the Town of Vernon and shall not be used by Vendor for any purposes other than the Town of Vernon's purposes in keeping with Vendor's obligations under this Agreement.
 - d. The Town of Vernon may make unlimited copies of the software for archive and back up purposes.
 - e. The Town of Vernon may make changes or modifications of the software as they deem fit. It is understood that any changes made to the software by the Town of Vernon voids all warranties in relation to the software and relieves the AV Contractor of any responsibility with regards to the software.

- f. The AV Contractor hereby relinquishes any further rights to the software except as covered and conveyed under warranty or applicable state or federal law.
 - g. The Town of Vernon will not reimburse the AV Contractor for software development costs outside of this contract nor will the Town of Vernon be liable for any damages incurred by the AV Contractor due to the Town of Vernon's use of the software.
 - h. All software as defined herein shall be turned over to the Town of Vernon on removable media for archiving.
- S. Provide volume control for overall program volume. Provide volume control for overall microphone volume.
 - T. Provide control of the audio digital signal processor. Provide a technician panel that will allow the microphone levels to be adjusted by an authorized person.
 - U. Provide control for the Blu-ray player. Include all transport and menu controls.
 - V. Provide present recall for the camera systems.
 - W. Provide routing control of sources of destinations.
 - X. Provide room presets for standard routing configuration.
 - Y. Provide the Town of Vernon with hands on training with regards to equipment set-up, operation and adjustment.
 - Z. Provide system proof of performance tests as directed by the Consultant.
 - AA. Set-up and adjust all equipment.
 - BB. Coordinate furnishings and rack enclosures as required.
 - CC. Provide necessary labor, tools and supplies to complete the installation of all systems enumerated herein. Include labor necessary to assemble the Town of Vernon furnished equipment components as normally received from the manufacturer, into a correctly assembled and functioning equipment item.
 - DD. Provide project management and supervisory personnel to coordinate, manage and oversee all activities
 - EE. Provide technical and clerical personnel to handle equipment procurement, inventory and tracking
 - FF. Provide design and drafting personnel to maintain complete systems documentation, and to provide as-built drawings.

- GG. Provide technical personnel to test and align all equipment and systems, and to support the Town of Vernon through final acceptance.
- HH. Provide manufacturer support personnel, as not covered by other contracts, as required.
- II. Provide tools, construction equipment and machinery.
- JJ. Provide other facilities and services necessary for proper execution and completion of the work
- KK. Pay all required sales or use taxes.
- LL. Secure and pay for all permits, government fees and licenses, as required for proper execution of the work.
- MM. Give any required notices.
- NN. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which relate to the work.
- OO. Within forty-eight (48) hours submitting written notice to the Town of Vernon of observed variances of Contract Documents from legal requirements.
- PP. Enforce strict discipline and order among employees at the job site. The Contractor shall not employ on the work unfit persons or persons not skilled in assigned task.
- QQ. Install and track equipment inventory as provided under “documentation requirements”
- RR. The AV Contractor shall appoint a single person to act as Project Manager. This person will be responsible for all communication between the Contractor, Town of Vernon and Consultant. This person will be responsible for insuring that the schedule will be met. The project manager will be responsible for insuring the quality of the work performed and implementation of the terms of the contract documents.
- SS. The project manager will be responsible for all communications on this project. All communications from the Contractor to other parties shall be through the project manager. All communications on technical issues shall be directed to the Town of Vernon, with copies to the Town of Vernon’s authorized technical representative.
- TT. Provide other work as outlined in the system descriptions and as shown on the drawings.
- UU. Conduits:
1. Conduits will be provided under Division 26
 2. Use separate steel conduits for microphone-level circuits (below -20 dBm), video and line-level audio circuits (up to +30 dBm), loudspeaker circuits (above +30 dBm), control circuits and power

circuits. Space all low-voltage conduit far from power circuits. Insulate all conduits from the equipment rack(s); connect conduits mechanically and electrically to the system ground point.

3. Do not splice lines in conduit. Use only cables that are insulated from the conduit and from each other for the entire conduit length. Connect each input receptacle by an individual, insulated line to the system equipment rack.

VV. Mechanical Requirements

1. Secure equipment firmly in place, including control panels, loudspeakers, conduit, amplifiers, racks, cables, etc. Make fastenings and supports suitable for supporting required loads with a safety factor of three.
2. Install work neatly, with boxes or equipment plumb and square. Install the system in cooperation with other trades in order to achieve coordinated progress and satisfactory result. Watch for conflicts with work of other trades on the job. Execute, without claim for extra payment, moderate moves or changes as are necessary to accommodate other equipment or preserve symmetry and pleasing appearance.
3. Clearly, consistently, logically and permanently mark switches, connectors, jacks, relays, receptacles and electronic and other equipment. Where feasible, engrave directly upon plates and panels on which controls or receptacles are mounted. Use adhesive or screw-attached engraved labels on manufactured assemblies that would otherwise require disassembly for direct engraving. Fill engraving with black or white paint, whichever contrasts best with panel finish, or as directed by the Town of Vernon's authorized representative. Do not use hand lettering for any labels visible to operators or public during normal system operation. Do not use embossed tape (e.g., Dymo) labels.
4. Provide silkscreen labeling for ALL Architectural Adapter Plates. Do not use Kroy or other stick-on labels.
5. Provide printed patch panel labels for each panel specified herein.
6. Install all switching devices and connectors for circuits where hazardous voltages are present in metal enclosures. Provide positive electrical ground for all such enclosures. Provide protective covers, clearly marked to indicate nominal voltage levels, on all terminal strips where such voltages are present.
7. Fabricate resistive networks and other Contractor fabricated assemblies on terminal blocks. Securely support all connections between individual components; do not rely on mechanical strength of components to support other components.
8. Take precautions to prevent electromagnetic and electrostatic interference. Install the equipment to provide safe operation.
9. Provide ventilation as required to maintain equipment within the manufacturers specified temperature limits.
10. Install all relays in sockets or in an otherwise removable manner. Do not solder directly to relay terminals.

11. Locate audio, video, data, control and other receptacles as directed by the Town of Vernon's authorized representative. Except for receptacles mounted in equipment cabinets or in floor boxes or designated as surface-mounted, flush mount other receptacles on cover plates in gang boxes recessed in vertical surfaces. Provide finishes as approved by the Town of Vernon. Submit samples for approval by the Town of Vernon's authorized representative.
12. Where cover plates are not fitted with connectors, provide bushed hole(s) through cover plate in sizes and quantities required. Do not allow cables to enter or exit boxes without cover plates installed.
13. Provide paint, or approved factory finishes, for all system components exposed to public view.

WW.Cabling

1. Use cable products as listed herein or approved equals. Do not change cable types without the direct approval of the Town of Vernon. Note that the cables listed are not suitable for use in an open return air ceiling plenum. Where conduit is not to be furnished, provide plenum rated cable equivalent in electrical characteristics to the cable specified.

XX. General Installation Procedures

1. It shall be the Contractor's responsibility, in conjunction with the Town of Vernon, to insure that all conduits, raceways and ladders are installed correctly and to the specifications. The Contractor shall inform the Town of Vernon of any discrepancies. Should the Contractor wish to alter or replace existing construction, the Contractor shall obtain written approval from the Town of Vernon.
2. Cables running through wall, ceilings or floor plenums or any other interstitial space inclusive shall be bundled in such a way, as the bundle does not contain more than twelve cables. Maintain at least three inches between cable bundles. Where bundles must penetrate walls through fire stops, individual cable bundles may be brought together within a short distance of the fire stop. Then the cable bundles must immediately fan out to provide appropriate separation.
3. Notwithstanding the above, all contractors must conform to ANSI/NFPA 70, National Electric Code.
4. The Contractor shall be responsible for determining the proper length of all cables whether manufactured on or off the job site.
5. Wire and cables shall be installed in a neat and orderly fashion, with like cable types following similar paths.
6. Groups of cables shall be neatly combed or harnessed.
7. Harnessed groups of cables shall be anchored at suitable intervals to reduce and relieve wire strain, especially strain on connections.

8. Lead dress shall be considered from a maintenance standpoint. Suitable service loops shall be provided to remove equipment. When rear access to rack mounted equipment is unavailable, the cabling shall be of sufficient length to enable the removal and replacement of any individual piece of equipment with all others in place.
9. Install cable wrapping on all cable runs of two or more cables that are not in conduit. Place cable wrapping approximately six inches apart inside racks and enclosures. When in cable trays, or free run in ceiling plenum, place cable wrapping approximately twelve inches apart on similar cable groupings. All service/installation loops shall be secured with two cable wraps where they exit from the frame to insure that the service loop of cable shall not be shortened after the device is installed.
10. For all schemes of cable routing, no point in the path shall be subjected to a bend radius of less than eight (8) times the cable diameter.
11. All cables shall be grouped by signal level, and separation shall be maintained between signal levels consistent with established industry practices.
12. Where circuits of different types must cross, they shall do so at right angles and then return to the above-required separations as soon as possible.
13. All video, data and audio line level circuits shall be kept at least three inches away from any parallel AC circuits.
14. All cables without exception shall carry a permanent mechanically printed cable label at each end. Employ a consistent cable-labeling scheme. The labels shall contain the wire number. There shall not be any unmarked cables within the system. Cable labels shall not be made by hand. All cable labels either be self-laminating, or be laminated with clear heat shrink tubing.
15. Label all power cables as to equipment powered.
16. The Contractor shall exercise great care to assure that regardless of cable color-coding; the signal path polarity remains intact. This applies to full signal paths, and all interim connection points. Polarity reversals are not allowed to correct for previous errors.
17. Where jumpers are indicated between pins of the same connector, they shall be installed internal to the connector shell, and shall not have any cable number designations applied.
18. Where there are unused conductors or pairs in a cable assembly, they shall be insulated as a group, left long enough for future termination and folded into the connector hood. Where this is impractical, they shall be cut off flush with the outer jacket prior to putting a sleeve on the outer jacket/conductor interface (if required).
19. All cables shall be prepared in such a way that the individual conductors or shields or their insulation is not nicked or cut in any way.
20. The cable outer jacket shall be cut square.

21. The cable outer jacket shall be cut back only as far as necessary for termination of the internal wires. Sufficient jacket length shall be retained to allow proper interface to the connector housing or other strain relief device.
22. Insulation shall be removed from conductors in such a manner that:
 - a. Conductor strands shall not be nicked to the extent that base metal shows through the plating.
 - b. Wire strands remain in their original lay, and are not combed out.
 - c. The conductor's insulation shall be cut square within 1/4 of the outer diameter of the insulated conductor.
 - d. There shall not be burning or charring the conductor's insulation.
2. If required, the conductor shall be tinned with a minimum amount of 60-40 or 63-37 solder (tin/lead) with resin flux. The solder shall be as manufactured by Kester or Ersin and shall be designed for electronic use.
3. Mechanical connections made to terminals prior to soldering shall be the minimum required to reliably retain the wire. Avoid the practice of multiple wraps on solder terminals, as that practice makes conductor removal very difficult after soldering.
4. Crimping of terminals to conductors shall be performed only by experienced personnel. Only tooling recommended by the manufacturer shall be used. Only pins and connectors of the proper size and design for the cable to which they are to be applied shall be used. There shall be no abnormal deformation of the contact during the crimping operation.
5. There shall be no damage done to the conductor that either severs strands or exposes the base metal of the individual strand by the crimping operation.
6. Audio cables shall be subdivided into three classes: Microphone level circuits, Line level circuits, Speaker level circuits
7. Microphone level circuits shall be kept at least three inches from any other parallel signal circuits and at least six inches from any parallel AC power circuits.
8. All audio connectors must conform to IEC standards; the convention is pin 1 shield, pin 2 HOT and pin 3 low. If any equipment is supplied wired as pin three hot, it should be changed or adapted to conform to the IEC standard.
9. Ground each audio cable shield at one point and one point only. Terminate shields at the "floating" end with insulating collars or heat shrink. Bare shields or wires in the system will not be acceptable. Connect all electronics grounds to a common point on the equipment rack(s). Ground this point and the rack(s) to the building main service ground point using a ground cable sized for a DC resistance of less than 0.1 ohm.
10. Audio cable from the following manufacturers shall be considered acceptable:

- a. Belden
 - b. Canare
 - c. Clark
 - d. Gepco
 - e. West Penn
 - f. Windy City
 - g. Or approved equal
11. Line level and microphone audio cable shall be 100 percent shielded, 22 gauge twisted pair, Belden 9451 or Clark 61801EZ or equal.
 12. Speaker level cable shall be unshielded twisted pair, 12 AWG, Belden 8477 or Clark SPSW12G.
 13. Constant current (70.7 Volt) speaker cable shall be unshielded twisted pair, 18AWG, Clark SPSW18G or equal.
 14. Employ multi-conductor cables appropriate to the system and/or equipment to be interfaced.
 15. Connectors from the following manufacturers shall be considered acceptable. Install connectors appropriate for the equipment interface:
 - a. ADC
 - b. Amp
 - c. Amphenol
 - d. Canare
 - e. H.H. Smith
 - f. Neutrik
 - g. Ponom
 - h. Switchcraft
 - i. Trompeter
 - j. Or approved equal
 16. All video wiring shall use BNC connectors suitable for the cable specified, unless specifically otherwise noted. Crimp connectors shall be installed using manufacturer's approved tooling and procedure.
 17. Where the design requires that a group of cables be specified as equal length, but no length is specified, the Contractor shall determine the longest length required in the group, and match all cables in the group to this length. All RGB cable sets shall have each cable cut to identical lengths within the cable set.
 18. All video cable and connectors employed on this project shall be digital capable. All connectors must have true 75-ohm impedance. Any 50-ohm connectors used, except on manufactured equipment shall be changed to 75 ohm as appropriate for the equipment and signal to be passed.
 19. Video cable shall exhibit the characteristics of Belden 1695A. Triax cable shall be Belden 9267.
 20. Video cable from the following manufacturers shall be considered acceptable:

- a. Belden
- b. Canare
- c. Extron
- d. West Penn
- e. Or approved equal

21. Connectors from the following manufacturers shall be considered acceptable. Install connectors appropriate for the equipment interface:

- a. ADC
- b. Amp
- c. Amphenol
- d. Canare
- e. H.H. Smith
- f. Kings
- g. Ponomo
- h. Switchcraft
- i. Trompeter
- j. Extron
- k. Or approved equal

YY. Displays

1. All displays shall meet manufacturers' published specifications for brightness, contrast, focus, convergence, linearity, distortion and purity, across the entire range of horizontal and vertical scan frequencies for which the display is capable. In the absence of manufacturers' specifications, convergence, linearity, distortion, or purity errors shall be not be visible from a viewing distance equal to the image width. Brightness, contrast and focus shall meet standard performance guidelines.
2. Displays shall be installed and adjusted so that the resultant images are free from all keystone and barrel distortion and vignette.
3. Displays shall exhibit correct color balance, both at black and at peak white, and proper gray scale tracking.
4. All displays shall meet manufacturers' published specifications for horizontal and vertical scan frequency ranges. Where appropriate, adjustments shall be made to allow for automatic scan locking across specified ranges. Image quality specifications shall be met throughout the horizontal and vertical scan frequency ranges.

ZZ. Audio System

1. To meet the acoustical performance criteria, the Contractor shall be responsible for setting the adjustments of loudspeakers, equalizers and other signal-processing equipment, pads and gain controls. During demonstration and acceptance testing, under the direction of the Town of Vernon, make any final adjustment of these items as required. If so directed, provide additional field assembled resistive pads and/or resistor-capacitor equalizers.

2. All ceiling loudspeaker systems shall provide even distribution of the sound throughout the seating area, typically ± 3 dB front to back or side to side for the one octave band centered at 4000 Hz. Total variation from the worst to the best seats shall not exceed ± 4 dB.
3. Provide uniform frequency response for voice and program systems throughout the audience area. Typically, ± 3 dB as measured with 1/3-octave bands of pink noise at positions across the main seating area as selected by the Town of Vernon.
4. Provide adequate dynamic range at an acoustic distortion level sufficiently low to ensure minimum listening fatigue. The system should be capable of delivering 75 dB average program level with an additional 10 dB SPL peaking margin to any seat in the audience area at an acoustic distortion level below 5 percent THD. The articulation loss of consonants shall not exceed 15 percent within the seating area.
5. Adjust all equalizers to realize maximum gain and optimal tonal balance from the sound system throughout the audience area.
6. Output level of all program sources arriving at switching or routing equipment shall be within ± 0.25 dB of each other as measured at the input to the switcher or router. Provide pads, line amplifiers or other gain control devices as required to achieve this specification.
7. System frequency response shall be 20 - 20 KHz ± 3 dB, unless the known, published specifications of a particular piece of mixing, processing, amplification or transducing equipment limit this specification.
8. System signal to noise ratio shall be 60 dB or greater, unless the known, published specifications of a particular piece of mixing, processing, amplification or transducing equipment limit this specification.

AAA.Racks

1. Racks shall be provided for mounting equipment. Racks used shall present a neat unified appearance.
2. Racks shall conform to mounting dimensions for 19-inch racks under EIA standard RS-310 C.
3. Provide at least one vertical power distribution strip in each rack and console. Strips shall be provided with sufficient receptacles for the designed load. All racks and consoles shall have at least two spare outlets. All racks sixty-two inches and taller shall have a work light.
4. Provide side covers or doors on all exposed rack sides. Provide top covers on all racks. Coordinate HVAC requirements with these covers.
5. If any item of equipment includes exposed controls that are not used in system operation, and if those controls cannot be locked, capped or concealed behind a security cover, mount said item of equipment recessed behind a blank rack panel.
6. Provide steel blank and vent panels on all equipment racks to fill any unused rack spaces. Use panels with factory-applied finishes to match the color of the rack itself unless otherwise directed by the Town of Vernon's authorized representative.

7. Install an identification panel with ¼" high engraved characters on the front or side (if visible) of the equipment racks. Rack panels shall not be more than one rack unit high or the equivalent. Identify the Project, System Installation Contractor, and System Designer and date of final installation (month and year only) in the following format:

PROJECT:	Town of Vernon
SYSTEM DESIGNER:	Communications Design Associates, Inc. 437 Turnpike Street Canton, MA 02021 339-502-6551
INSTALLATION CONTRACTOR	Company name Address Telephone
INSTALLED:	Insert date of installation (Month and Year only)

3.4. ROOM DESCRIPTION

- A. The intent is to upgrade the system due to end of life and quality of existing equipment. In the process of upgrades the AVC will address installation issues such as wire management as well as coordinate with the electrical contractor regarding placement of new power infrastructure within the meeting tables. The existing furniture will not be altered.
- B. Under the scope of this contract provide wire management so that all wires at the Council Chamber tables are neatly concealed and wrapped into logical bundles and properly hidden and secured to the underside of the table.
- C. Existing video production with two existing cameras will be incorporated into the control system as shown on the AV flow drawings.
- D. The control system will provide independent video routing to all the displays in the meeting room as well as to the existing 60" display in the lobby.
- E. The system will have a dedicated output which feeds cable access television infrastructure.
- F. The AVC will reuse the existing monitor location within the meeting room adding a new location adjacent to the equipment closet as shown on the architectural drawings. Blocking will be provided by the General Contractor.
- G. The AVC will coordinate with the Town of Vernon to create control screens for the control system.
- H. The control system will have two wired input locations, one at the chairman's position and the second at the lectern position. These locations will provide for analog or digital video with audio transmission. The AVC will provide appropriate cabling as well as adapter ring for a variety of possible interface types.

- I. In addition to wired interface for presentation, a wireless interface for presentation will be provided. The unit shall have two discrete network interfaces, one for the internal private LAN and second for public interface. The AVC will coordinate with the Town of Vernon IT staff to configure into the existing IT infrastructure.
- J. The AVC will upgrade the audio system with a new DSP (Digital Signal Processor) for microphone processing and routing of presentation audio.
- K. New microphones will be located on the meeting tables as shown in the architectural drawings.
- L. Microphone mute control will be via the control system allowing for a global mute/unmute of all microphones from the control screen or the chairman's microphone.
- M. New wireless microphones will be provided for use in the meeting during panel discussions.
- N. The AVC shall re-use the existing ALS (Assisted Listening System) with the new audio DSP.
- O. New four channel audio amplifier will be provided to support four zones of audio within the meeting room.
- P. New speakers are to be installed in the existing locations within the meeting room. Refer to the architectural drawings.

4. Support

4.1. Inquiries:

All inquiries to sales or general administration shall receive a response from the vendor within one (1) business day.

4.2. Additional Agreements:

Additional agreements shall not be allowed. The contract award and corresponding Purchase Order (PO) shall be the only documentation allowed for the purchase of equipment. The PO shall reference this contract and shall not deviate from the goods and services offered under the resulting contract award. Such documents shall be null and void. Any document utilized other than the contract award and corresponding PO(s) shall be invalid and all liability shall be the responsibility of the vendor. Any equipment delivered and installed under any of these null and void circumstances shall be removed immediately by the vendor and at the expense of the vendor.

4.3. Discounted Pricing:

The discount, as awarded in the resulting contract, shall be a minimum discount and shall remain firm for the entire contract period. Additional discounts may be negotiated with the vendor as appropriate. Vendors shall make the Town aware of any Manufacturer's promotions and discounts being offered as they apply to the resulting contract award. Price decreases shall become immediately effective on the date specified in the Manufacturer's printed notice of change. Price decreases shall also include promotional pricing, and the Town shall receive the lower of the promotional pricing, and the negotiated contract discount price. The vendor shall bill the Town at the reduced prices for all deliveries made on and after the date of the manufacturer's price reduction. The vendor shall also promptly provide the Town with a letter of notice concerning the decrease in price of equipment.

5. Terms and Conditions

5.1. Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the vendor makes a request in writing to the Town Administrator, John D. Ward, 14 Park Place, Vernon, Connecticut 06066 prior to the time set for the opening of proposals.

5.2. Proposal Acceptance

The Proposals must remain valid for a period not less than forty-five (45) days to allow for evaluation.

5.3. Incurring Costs

The Town and their technical consultants accept no responsibility for any expense incurred in the proposal preparation and presentation; such expenses are to be borne exclusively by the respondent vendor.

5.4. Collusion Among Vendors

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection by the Town. Reasonable grounds for believing that a vendor is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the vendor is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the vendors. Participants in such collusion may not be considered in future solicitations for the same work. Each vendor, by submitting a bid, certifies that it is not a party to any collusive action.

5.5. Irregular Proposals

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

5.6. Minor Irregularities

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the Town.

5.7. Cancellation of the RFP and Rejection of Proposals

The Town may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response, whenever this action is determined to be in their best interest. In the event of such suspension, termination or modification, the Town shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

5.8. Public Information Act Notice

Vendors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, or to contain proprietary information or trade secrets. Such information should be removed from the general portion of the proposal and submitted under separate cover. Envelopes containing confidential or proprietary information should be conspicuously marked and sealed. Vendors should provide justification why such material upon request, should not be disclosed by the Town.

5.9. Vendor Investigation

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the Town that the vendor will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful vendor from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will

be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful vendor.

5.10. Laws and Regulations

It shall be understood and agreed that any and all articles and/or equipment furnished on this proposal shall comply fully with all Local, State and Federal laws and regulations.

5.11. Acceptance of Terms and Conditions

By submitting a response to this RFP, a vendor shall be deemed to have accepted all the terms, conditions, and requirements set forth in the RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this RFP become the property of the Town. The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserve the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed in the best interest of the Town.

5.12. Non-Conflict of Interest Statement

It is unlawful for any officer, employee or agent of the Town to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful bidder agrees that during the term of the contract and for twenty four (24) months following the exit conference, the successful bidder, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of the Town .

5.13. Non-Discrimination of Employment

The Town actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation. The vendor shall not discriminate in any manner against any employee because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation.

5.14. Order of Preference

In any and all cases of conflict between this document and the attachments, the following order of precedence shall govern;

- a. This solicitation document
- b. Addendum(s) signed by the vendor

5.15. Anti-Bribery Affidavit

Vendors and consultants are required to be aware that any person convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or federal government, or found civilly liable under a State or federal anti-trust statute, shall be subject to disqualification from entering into a contract with the Town for the supply of materials, supplies, equipment, or services by the person

5.16. Confidentiality

Vendor shall treat confidential all information, reports, and documents, hereafter, "data", regardless of form, that vendor receives or is provided access by the Town. Vendor shall take all precautions necessary to prevent disclosure of such data to others except upon the express written approval of the Town. Any third party to whom vendor is authorized to provide data shall be required, as a condition of receiving such data, to execute confidentiality agreement satisfactory to the Town. Vendor shall not use data for any purpose other than the performance of work contemplated under the contract. Upon the Town's request, vendor will return to the Town all copies of data. Vendor shall safeguard against disclosure to all others data in vendor's possession for a period for seven years after completion of the work and only if permitted by law.

If Respondent believes that any information in its proposal shall be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent required by State or Federal Law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

EXHIBIT A

PROJECT REPORTS

FORM PR-1A

File this form in a timely manner as instructed in the contract documents. This form is available electronically or in paper format. It may be reproduced for administration of this project only. Complete all sections. If a section is not applicable, place NA in the appropriate space. Return this form as instructed in the specifications. Reports are due by 3:00PM on the dates indicated in the contract documents.

Project Name	
Report Date	
Division Number	
Report Number	
Contractor Name	
Contractor Project Manager	
Contractor Telephone/e-mail	
Person filing report	

Section 1: Equipment (Use separate sheets as necessary)

A. Percent of all equipment received to date but not on-site	
B. Percent of equipment ordered but not received	
C. Percent of equipment not ordered (explain)	
D. Percent of equipment on-site	
E. Value of all equipment received	\$
F. List any items with procurement/delivery problems. Describe problem	
G. List any equipment that is defective or requires service. Describe problem.	
H. Describe any system integration problems relative to the equipment.	
I. Are there any other equipment-related issues that need to be resolved?	

Section 2: Installation Status (Use separate sheets as necessary)

A) Days of work performed in the last report period	
B) Expected days of work for the next report period	
C) Average number of personnel provided during this report period	
D) Average number of personnel expected to be provided in the next report period	
E) Estimated overall percent of project completed	
F) List areas completed	
G) List areas started but not completed. Provide estimated completion date	
H) List areas not started	

Section 3: Conflicts and Problems:

A) Describe work completed during this report period

B) Document all meetings that took place during this report period. List attendees, items discussed and decisions made. (Attach separate sheets if necessary)

C) Provide a narrative of any problems encountered that require Owner, Owner Manufacturer or others intervention (attach separate sheets if necessary).

D) Provide narrative of conflicts with other trades that may be holding up installation progress:

E) Report any unusual incidents or occurrences:

F) Provide any other information you deem appropriate to aid in the management of this project:

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FORM PR-2

File this form prior to commencing work in a room, or as otherwise instructed. One form shall be filed for each room, and anytime the room condition changes. All surveys must be witnessed either the Owner's representative, or be documented with photographs/videos. This form is available electronically or in paper format. It may be reproduced for administration of this project only. Complete all sections. If a section is not applicable, place NA in the appropriate space. Return this form as instructed in the specifications. Use the back of this form for additional comments

Project Name	
Report Date	
Room Number	
Contractor Name	
Contractor Project Manager	
Contractor Telephone and e-mail	
Division Number	
Room Surveyed by contractor (name/date/time)	
Survey witnessed by Owners representative (name/date/time)	

Section 1: Document Room Condition (attach photos or additional sheets if necessary)

Area	Good	Damaged	Unfinished	Describe
North Wall				
South Wall				
East Wall				
West Wall				
Other Wall				
Floor				
Ceiling				
Doors				
Windows				
Lights				
HVAC				
Tables				
Chairs				
Chalkboards				
Bulletin Board				
Display rails				
Portable Equip				

Release of responsibility: We, an Owners representative have reviewed the condition of this room post-installation, and find it to require repair not require repair (check one), and hereby release do not release (check one) this contractor from liability.

Signed/dated: _____

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