

City of Merced

REQUEST FOR PROPOSAL

Council Chamber PEG Audio/Visual Technology

Refresh

PROPOSAL OPENING: *November 10th, 2016*

CITY OF Merced CONTACT:
E-MAIL ADDRESS:

Jeff Bennyhoff, Director of I.T.
[bennyhoffj at cityofmerced.org](mailto:bennyhoffj@cityofmerced.org)

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Merced will receive at the Information Technology Department, Merced, CA 95340 sealed proposals for the furnishing of a Council Chamber Audio/Video Technology refresh for the City of Merced.

All equipment, materials, and supplies shall be furnished F.O.B. City of Merced. Proposals shall be submitted on the proposal sheet provided or can be downloaded from the City's Purchasing website; such proposals shall include all necessary specifications.

Each proposal shall be sealed and filed with the Information Technology Department, 678 W 18TH Street, Merced, CA 95340 no later than **November 10th, 2016 by 2:00pm** at which time proposals will be opened, read and recorded.

Proposals will be received only at the address shown above, **and prior to the time indicated**. Any proposal received at or after said time and/or date, or at a place other than the stated address cannot be considered and will be returned to the proposer unopened.

All proposals, whether delivered by an employee of the proposer, U.S. Postal Service, courier or package delivery service must be received and time stamped at the stated address prior to the time designated. The City of Merced assumes no responsibility for delay in the delivery of the proposal.

On the outside of **both the proposal envelope and courier envelope**, the proposer shall indicate the following:

NAME AND ADDRESS OF PROPOSER
Council Chamber Audio/Video Technology
PROPOSAL OPENING DATE: November
~~2016~~

MAIL TO: Information Technology
Council Chamber
Audio/Video Technology
City of Merced
678 W 18th Street
Merced, CA 95340

The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in a proposal. No proposer may withdraw his/her proposal for a period of one-hundred twenty (120) days after the date set for the opening thereof.

CITY CONTACTS

All questions regarding these specifications, terms, and conditions shall be submitted in writing to Jeff Bennyhoff via email at: [bennyhoffj at cityofmerced. org](mailto:bennyhoffj@cityofmerced.org)

CALENDAR OF EVENTS

Event	Date
Proposal Issued	October 13th, 2016
Written Questions Due	October 27th , 2016
Addendum Issued (if required)	TBD
Response Due	<u>BEFORE</u> 2:00 P.M. on Thursday, Nov 10th, 2016
Top three vendor presentation	Optional
Proposal Award Date	Month of December
Proposed Implementation Date	Month of February

Note: Award and Implementation date is approximate.

Note: Deliver or mail proposals to the referenced address, only, as indicated in the Notice to proposers.

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and the site condition (if applicable). The proposer agrees and acknowledges all RFP/Q specifications, terms, and conditions and indicates the ability to perform by submission of a proposal. By the submission of a proposal, the proposer certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

OFFER AND ACCEPTANCE:

Seller represents his/her acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in City purchase order documents, specifications, supporting data, and these articles. Seller agrees that Seller's Order Acknowledgement terms and conditions received prior to, during, or after order placement by City are hereby rejected. City purchase orders signed by the City's Purchasing Manager or his designated agent and issued to Seller constitutes written notification to Seller of City's rejection of any and all of Seller Order Acknowledgements, counter offers and change to the City's terms and conditions.

PROPOSAL ACKNOWLEDGEMENT

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The City is soliciting proposals from qualified proposers to furnish its requirements per the specifications, terms and conditions contained in the above referenced proposal number. This Proposal Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the proposal response. Obligations assumed by such signature must be fulfilled.

1. **Preparation of Proposals:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing the proposal. (b) Quote price as specified in proposal. No alterations or changes of any kind shall be permitted to the Proposal Form. Responses that do not comply shall be subject to rejection in total.
2. **Taxes and Freight Charges:** (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the proposal. (c) Amount paid for transportation of property to the City is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping paper shows the consignee as one (1) of the Agencies; as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the Agencies are exempt from certain Federal excise taxes. The Agencies will furnish an exemption certificate.
3. **Award:** (a) Unless otherwise specified by the proposer or the RFP gives notice of an all-or-none award, the City may accept any item or group of items of any proposal. (b) Proposals are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful proposer within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
4. **Patent Indemnity:** Proposers who do business with the City shall hold the City, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or un-patented invention, article or appliance furnished or used in connection with the contract or purchase order.
5. **Samples:** Samples of items, when required, shall be furnished free of expense to the City and if not destroyed by test may upon request (made when the sample is furnished), be returned at the proposer's expense.
6. **Rights and Remedies of Agencies for Default:** (a) In the event any item furnished by the proposer in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by the proposer with its proposal, the City may reject the same, and it shall thereupon become the duty of the proposer to reclaim and remove the same forthwith, without expense to the City, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the proposer fail, neglect or refuse so to do the City shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the City. In the event that the proposer fails to make prompt delivery as specified for any item, the same conditions as to the rights of the City to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the proposer. (c) The rights and remedies of the Agencies provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
7. **California Government Code Section 4552:** In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.
8. **No Guarantee or Warranty:** The City makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.
9. **One "Inked" Signed Original Proposal Document Required:** Failure to furnish one "inked" signed original proposal document may result in disqualification.

THE undersigned acknowledges receipt of the referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the proposer indicated below, in accordance with the specifications, terms and conditions of this RFP and Proposal Acknowledgement, for the pricing indicated on the Pricing Schedule.

Firm:
Address:
City/State/Zip:
Signature/Title/Date:

PRICING SCHEDULE

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Proposer shall submit pricing in a separate sealed envelope.

- Pricing proposal shall be the maximum fee to be charged for the proposed services, hardware and software.
- Pricing shall be broken down by task. Proposal shall list projected man hours by task required to complete the work as defined in Scope of Work along with the hourly billing rates for the various levels and staff who will be assigned to the project.
- Bill of Material shall be provided for all hardware and software required.
- Pricing proposal shall also cost summary as listed below.
- Proposal shall be signed.

Cost Summary

Costs	Total
Hardware & Software Licensing	
Third Party Software	
Documentation & Training	
Support/Maintenance	
Installation	
Integration	
Misc.	
Other (specify)	
Other (specify)	
Total:	

The undersigned acknowledges receipt of the referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the proposer indicated below, in accordance with the specifications, terms and conditions of this RFP and Proposal Acknowledgement, for the pricing indicated on the Pricing Schedule.

Company Name (Proposer):
By (Person Submitting Proposal): (Print)
By (Person Submitting Proposal): (Signature)
Title of Person Submitting Proposal:
Business Address (City/State/Zip):
Email Address:
Telephone Number:
Fax Number:
Date:

REFERENCES

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All proposers must provide a list of three (3) current or former clients in the area provided below, identifying prior experience with the same type of project similar in size, application, and scope services requested by the City under **Scope of Work**. References shall have similar projects and requirements to those outlined in these specifications, terms and conditions. Proposer's failing to provide references shall be deemed unacceptable.

The City may contact some or all of the references provided in order to determine the Proposers' performance record on services similar to that described in this proposal. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the award process.

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Email Address:	
Telephone Number:	
Type of Business:	
Date of Installation:	
Contract Value	\$

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Email Address:	
Telephone Number:	
Type of Business:	
Date of Installation:	
Contract Value	\$

Company Name:	
Address:	
City, State, Zip Code	
Contact Person:	
Email Address:	
Telephone Number:	
Type of Business:	
Date of Installation:	
Contract Value	\$

Company Name (Proposer):

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

REQUEST FOR PROPOSAL Council Chamber Audio/Video Technology

Exceptions, Clarifications, Amendments

List requests for proposal clarifications and exceptions below, if any, sign and submit with your proposal response.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Company Name (Proposer):

PROPOSER QUALIFICATIONS STATEMENT

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All vendors must provide the following information in order for their proposal to be considered:

1. A brief outline of the vendor company and services offered, including:
 - a. Full legal name of the company
 - b. Year business was established
 - c. Number of people currently employed
2. An outline of the product line-up they currently support.
3. A description of their geographical reach and market penetration.
4. An outline of their partnerships and relationships to date.
5. An outline of their current and future strategies in the marketplace.
6. Information on current clients, including:
 - a. Total number of current clients.
 - b. Evidence of successful completion of a project of similar size and complexity.

Provide a brief description of the implementation projects for each of the references provide

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SYSTEM CAPABILITIES,
TECHNICAL SPECIFICATIONS, AND SERVICE REQUIREMENTS

1 Introduction

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit an offer to design, configure, and install audio/video cabling/equipment for the council chambers. This RFP provides vendors with the relevant operational, performance, application, and architectural requirements of the organization's system. The ideal vendor shall have qualified experience in implementing an Audio/Video technology upgrades in local government and/or businesses of similar size and scope to City of Merced.

2 General Information

2.1 Original RFP Document

City of Merced shall retain the RFP, and all related terms and conditions, exhibits, and other attachments in original form in an archival copy. Any modifications of these, in the vendor's submission, are grounds for immediate disqualification.

2.2 The Organization

The City of Merced Information Technology Department is a centralized department that provides technology based solutions and service to all departments within the local government agency. The department is responsible for the Audio/Video technology in the council chambers. The audio/video equipment is mainly used to broadcast council meeting on the Public Education Government channel on subscription based TV services.

Currently, the City has 3 main components to the Audio/Video Technology in the Council chambers that connect to each other.

- 1: Audio/Video system (Crestron/Qsys)
- 2: Tri-caster 855 and Vaddio Camera's
- 3: Cisco SX80

The City Goals are:

- Replace the aging audio/video equipment with new equipment
- Provide better viewing experience for citizens with enhanced audio/video
- Provide better connectivity options for citizen's audio/video technology needs
- Move all video signals from a 4:3 aspect ratio to a 16:9 aspect ratio
- Maintain the GUI and button appearance so no additional training is needed for staff
- Provide graphical overlay technology so presenter can highlight information

3 Scope of Work, Specifications & Requirements

The scope of work outlines below is not a detailed engineering document and may require minor changes. See the attach line diagram for audio and video input/output connections, and recommended parts lists. The successful candidate will be responsible to design/deliver/install/configure/validate a complete audio/visual "turnkey system" for the council chambers.

- The successful candidate will be responsible to migrate from the old audio/video system to the new audio/video system with the least impact to City. This includes ensuring the old system is completely function during the transition to the new system. No work shall be performed on the 1st and 3rd Mondays of any month to not conflict with City Council meeting. The Room must be clean and free of all equipment on council meetings days.
- The successful candidate, once acceptance testing has been complete and signed off on, will attend the first two council meetings to help troubleshoot and correct any problems during the meeting.
- Crestron and Q-SYS programming must be performed by a manufacturer certified programmer.
- Crestron and Q-SYS equipment must be purchased through Crestron and Q-SYS authorized dealers/resellers.
- All cabling must be Crestron certified for control and video systems. Any cabling used for Audio must be broadcast quality. All cabling ran through the ceiling, walls, dias, or podium area shall be plenum rated.
- All cables and equipment not used from the old Audio/Video system will be removed and returned to the City.
- All cables installed as part of the project, greater than 6ft, will be label on both ends with self-laminated printed labels
- Asset tag, with City Stickers, all equipment over \$500 and provide spreadsheet with Asset tag, Part number, Product description, and Serial number.

- A poster board (Bond and foam core) 36 x 48 showing the input/output , functional line diagram shall be mounted in the video room on the south wall.
- 3 copies of all source configuration files for all devices shall be provided on CD's.
- The successful candidate will provide a three-hour training on the basic Technical/administrative and troubleshooting steps to the Information Technology Department.
- The successful candidate will provide a two-hour training to the Clerks Departments on the end-user administration of the system.
- All equipment will have the newest firmware installed and loaded unless there is a known issue with the firmware and the vendor gets a waiver from City staff.

In the scope listed below the vendor will physically install/configure the equipment and run the cabling to connect the equipment in a professional and highly aesthetically pleasing manner.

Podium

A: Flip Top connectivity compartment with Retractable HDMI, VGA with 3.5mm audio, and CAT 6 cable. HDBaseT transmitter to send audio/video to Digital Matrix Switcher. HDMI adapter ring with Mini Display port, Display Port, Apple Lighting, DVI-D, and USB-C adapters. This will replace old connectivity compartment.

B: HD Document Camera. Connected via HDBaseT transmitter to send video to Digital Matrix, and format converter HDMI to HD-SDI to supply Tri-caster Video feed. This will replace old Document camera.

C: One 22" touch display for Podium to connect to existing computer located in the video room. USB Extender receiver for computer keyboard and mouse. HDBaseT receiver will provide digital video signal from video switcher. A Digital Graphics engine will be configured/customized and connected in-line between computer and display to allow annotation. This will replace the old podium monitor.

DIAS

A: Two 90" displays installed on the back wall above the dias for the gallery seating to view presentation feed. HDBaseT receivers will provide digital video signal for video switcher and control display.

B: Nine displays, one at each council member location. Each display will be able to display the presentation feed or a dedicated computer display. Source selection will be from existing Crestron six button panels. Nine USB extenders receivers for mouse. HDBaseT received will provide digital video from the video switcher. All non-user equipment must be mounted and hidden behind the fiberboard panels. Each USB extender must be clearly labeled on both sides.

Installation of the monitors must be aesthetically pleasing. The new display must not be vertically higher than the old display.

C: One 10” touch panel for chairperson. Touch panel will provide control and/or feedback of request to speak, note tally, and podium microphone mute.

D: Auxiliary HDMI and audio input/output panel (3.5mm) HDBaseT transmitter to send video/audio to digital Matrix switcher. HDBaseT receiver will provide video/audio signal from Digital Matrix switch. Audio input/output from Audio DSP.

E: One 15” touch panel at clerk station. Touch panel will provide control and/or feedback of presentation system on/off, independent and group microphone mutes, independent volume controls, video routing presents, request to speak, vote tally, and passcode to login. Control programing should closely mirror current design to reduce staff training. There shall be no reduction in functionality when compare to the current touch panel.

F: Core 110f audio processor installed in rack at clerk’s station for local audio connectivity. Core system will handle AEC functions for DIAS area hardwired microphones. Will have same functionality as original audio system when not used for conferencing.

G: Install 12 earthworks microphones, will directly replace current microphones.

Wilbur Room

A: Move one of the old screens mounted behind the dias to the Wilbur room and mount on the north wall.

Rack

A: Rack/Install/Configure main video switcher, 16x16 HDBaseT Matrix switcher (card based) will accept video and audio signals from presentation input and four of the dias computers, Video will be route to displays and/or video conference codec, auxiliary video outputs.

B: Rack/Install/Configure 6X6 HDbaseT Matrix switcher will accept video signals from fire dias computers and presentation feed from main video switcher. Video will be router to dias monitors.

C: Ten USB extender transmitters for dias and podium computer keyboard and mouse.

D: I/O Frame 8s, with cards loaded, installed in main rack for balanced of audio connectivity.

E: Rack/Install/Configure pakedge SX24P for network audio transport functions.

3.1 Overview of Proposed Solution

Provide the name of the proposed audio/video solution as well as its basic form factor (rack size, expansion options, number of ports, kinds of ports, and environmental requirements). Describe in general terms the critical attributes of the solution which will have.

3.2 Technical Specifications and Requirements

Please describe in detail how the proposed solution be provided technical support.

3.2.1 Capacity, Scalability and Physical Size

Please describe the physical U size of the equipment, the overall power requirements, the BTU requirements, and the capability for expansion of the system.

3.2.2 Equipment list

Please Attach a complete equipment list

3.4 Support

The successful candidate, once acceptance testing has been complete and signed off on, will provide 2nd tier technical support, as an augmentation of support by the Information Technology Department, Monday-Friday/8:00am-5:00pm of the system for 1 year. An acceptable call back time window would be next business day.

3.4.1 Service Provider

Please state the name of the company which will be delivering service and on-site support for the proposed solution. If service support is outsourced to another firm, how long has this relationship been in effect? List the name of the outsource firm proposed.

3.4.2 Product History

For each and all major software and hardware component list the end of support date if published by the manufacturer.

Payment Terms

1. All hardware items will have NET 60 payment terms upon receipt of item
2. All non-hardware items will have NET 30 payment terms upon 60 day of acceptance testing.

Evaluation Criteria

Responses should be complete and detailed. However, if relevant information needs to be presented to further support the proposers' case, other appropriate sections may be added in the proposers' submittal.

All proposals submitted will be reviewed by a City of Merced evaluation committee. At the completion of the proposal review, finalists may be asked to provide an in-depth presentation in Merced. Whether or not a presentation shall be performed is wholly within the discretion of the evaluation committee. The committee will select the proposal which best fulfills the City's requirements and represents the best value to the City of Merced as determined by the evaluation committee. No single factor will determine the final award decision.

Overall responsiveness to the Request for Proposal is an important factor in the evaluation process.

Evaluation Criteria	Point Value
1. Price and value of proposal	55
2. Demonstrates the ability to meet the requirements and scope of work	30
3. Relevant experience, qualifications and capabilities of the contractor and key personnel.	10
5. References	5
Total Points	100

GENERAL TERMS AND CONDITIONS

Proposers are urged to read the proposal documents very carefully and to submit their questions in writing by the due date for questions. Misinterpretations of the proposal documents by the proposer shall not relieve the proposer of the responsibility to perform the contract.

Proposers shall submit one (1) “inked” (preferably blue) signed original proposal plus 3 (3) copies.

One complete set of Financial Statements shall be submitted in a sealed separate envelope filed with the **(original proposal document)**.

FAILURE TO FURNISH ONE “INKED” SIGNED ORIGINAL PROPOSAL DOCUMENT MAY RESULT IN DISQUALIFICATION.

All costs associated with the preparation of this proposal shall be borne by the proposer.

All exceptions taken to these specifications shall be specifically and clearly identified on the Exceptions, Clarifications, and Amendments Form. **Failure to comply with this provision is grounds for proposal rejection.**

Exceptions taken shall not affect the overall performance and quality of equipment, materials and/or services required by the City. The City shall make the final decision regarding the acceptability of equipment, materials and/or services with exceptions.

5.1.1 ACCEPTANCE/REJECTION OF IRREGULAR PROPOSALS

A contract shall be awarded to the proposer whose proposal most closely satisfies the needs of the City and is deemed the most advantageous to the City. The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in a proposal.

5.1.2 COMPLETE PROPOSAL SUBMITTAL:

The following documents constitute the makeup of a complete proposal submittal:

- Proposal Acknowledgement **(Signature Form)**
- Pricing Schedule **(Signature Form)**

- References
- Exceptions, Clarifications, Amendments
- Proposers Qualification Statement
- System Capabilities

Failure to furnish any of these documents may result in disqualification.

5.1.3 PROPOSAL PREPARATION

Proposals shall be prepared in the order listed in Section 5.1.2 Complete Proposal Submittal. Proposals should be tabbed with dividers. Tabbed dividers shall be clearly marked indicating the appropriate document.

5.2 COMPLIANCE

Proposers are required to sign the “Pricing Schedule and Proposal Acknowledgement Forms” of this proposal document, thereby acknowledging they are in full compliance with all requirements of RFP and any addendum to such proposal. **Failure to comply may result in disqualification.**

5.3 NON-COMPLIANCE

If you cannot comply with a specification requirement, note as an addendum on the Exceptions, Clarifications, Amendments Form specification paragraph, your exception, and your recommendation. The City will evaluate your recommendation. If after evaluation it is determined that the proposer is not in compliance with the specification, the proposal may be rejected.

5.4 PRICING FORMAT

- A. Pricing shall remain firm for the term of the contract.
- B. Unless otherwise stated, the proposer agrees that, in the event of a price decline, the benefit of such lower pricing shall be extended to the City.
- C. All prices shall be F.O.B. Destination, Merced, CA. Any freight/delivery charges shall be included in the unit price of the item.

5.5 PRICING SCHEDULE

Proposers shall use the Pricing Schedule Form to present their proposed pricing. No other form or format shall be accepted.

5.6 AWARD OF PROPOSAL

Proposals shall be evaluated by a committee and will be ranked in accordance with the RFP section entitled “Evaluation Criteria.”

The committee shall recommend awarding to the proposer(s) who, in its opinion, has submitted a proposal that best serves the overall interests of the City, and attains the highest overall point score. Award may not necessarily be made to the proposer with the lowest price.

The City reserves the right to decline to award a contract if it is determined that the proposed pricing is not competitively priced based on similar contracts with public agencies within the State of California.

5.7 EVALUATION PROCESS

Proposals shall be evaluated using a three (3) step process:

Level 1 – Minimum Qualifications Review: The City shall perform an initial responsiveness review to determine compliance. Proposers that do not meet the “Minimum Qualifications” requirements shall be deemed non-responsive and/or non-responsible to this RFP and will receive no further consideration.

Level 2 – Proposal Content and Cost Ratings: Proposals that meet Level 1 Minimum Qualifications Review shall be evaluated based on the evaluation criteria “Proposal Evaluation Criteria”. Proposer submittals shall be evaluated and scored. Proposer cost information shall be evaluated as part of Level 2 evaluation process.

Level 3 – Short List (Oral Presentations): At the sole discretion of the Evaluation Committee, a “short list” of proposers may be developed of the highest rated written submissions, based on Level 1 and Level 2 rankings. If the Evaluation Committee chooses, these proposers would be invited to give oral presentations. Final scoring of “short list” proposals shall be completed upon the conclusion of oral presentations.

5.8 QUANTITIES

The contract shall remain in effect until the City accepts and pays for all services requested.

5.9 INSPECTION AND ACCEPTANCE

Whenever the product or service provided by the supplier has been delivered to the delivery point, the designated agent shall make the final inspection and acceptance.

If upon initial inspection the product or service is found to be defective in its construction or deficient in any of the requirements of this specification, the supplier shall remedy or remove said product in an acceptable manner at the supplier's expense. No compensation shall be allowed for such correction of product, labor, or transportation of product.

5.10 CITY BUSINESS/DELIVERY LICENSE

Prior to beginning any service that shall be furnished under this specification and proposal, the Proposer shall secure the appropriate Business license from the City of Merced.

5.11 TERMINATION OF SERVICES

The City reserves the right to discontinue services with the provider upon failure to meet contractual expectations and/or obligations, as recommended by the City.

The City reserves the right to review the service providers’ performance at any time with or without the knowledge or consent of the provider.

Cancellation of services shall be determined by the collaborative efforts of the City, and using department after reviewing the incident(s) of failure to perform. Either party may terminate in its unilateral discretion for any or no reason by providing at least ninety (90) days written notice to the other of its desire to terminate.

5.12 OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES:

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

5.13 NON-DISCRIMINATION:

- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment opportunity extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full.
- B. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- D. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

5.14 NON-DISCRIMINATION OF THE HANDICAPPED:

CERTIFICATION OF PROPOSALDER REGARDING NON-DISCRIMINATION OF THE HANDICAPPED

By executing this agreement, the proposer hereby certifies that he/she is in compliance with the Americans with Disabilities Act of 1990, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation, and will continue to do so for at least the duration of the agreement and any extensions thereof.

5.15 DRUG FREE WORKPLACE:

Proposer/Contractor certifies that he/she is in compliance with Sections 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded

a contract/purchase order or grant for the procurement of any property or service from any state agency (City) shall certify to the contracting or granting agency that it will provide a drug free workplace.

5.16HOLD HARMLESS AGREEMENT:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of CONTRACTOR, whether or not the act or omission arises from the sole negligence or other liability of CITY, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under the Agreement.

5.17ASSIGNMENT OF RIGHTS:

CONTRACTOR offers and agrees, and will require all subcontractors and suppliers to agree, to assign to the CITY all rights, title, and interest in and to all causes of action it and they may have under Section 4 of the Clayton Act (15 United States code, Section 15) or under the Cartwright Act (Business and Professions Code, Section 16700 et seq.), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. The assignment made by CONTRACTOR and all assignments made by subcontractors and suppliers shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties (Government Code, Sections 4550-4554).

5.18CITY PROCESS/PROCEDURE APPROVALS:

CITY approval of any process or procedure shall not relieve the proposer of his/her responsibility to furnish the required items and service meeting all specifications contained herein.

5.19PROPOSAL/SELLER REPRESENTATION:

The proposer/seller represents that:

- A. He/She has had an opportunity to examine and has examined any and all of the documents, including specifications, any resultant purchase order and supporting data, and that he/she has, from the information contained in such documents, specifications, and data, fully acquainted him/her with all conditions relevant to the work.
- B. He/She has made all reasonable investigations essential to a full understanding of the difficulties, which may be encountered in performing the work.
- C. He/She will complete the work for the compensation stated above.
- D. He/She assumes full and complete responsibility for all conditions relevant to the work and all risks in connection therewith.
- E. In addition thereto, the proposer/seller represents that he/she is fully qualified to do the work in accordance with the terms of any Purchase Order issued within the time specified in it.
- F. Anything mentioned in the specifications and not in the Purchase Order, or mentioned in the Purchase Order and not mentioned in the specifications, shall be of like effect as if

shown or mentioned in both. In case of difference between the specifications and the Purchase Order, the Purchase Order shall govern.

5.20 FAILURE TO PERFORM SATISFACTORY:

It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, CITY's representative may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, (2) have such required work done by CITY forces or otherwise, and charge the cost thereof to the CONTRACTOR, or (3) recommend termination of contract between said CONTRACTOR and the City of Merced. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence. Unless otherwise negotiated, billing adjustments for this incomplete or uncorrected work shall be permanent retention of 100% of the estimated monthly cost for the work not corrected or completed.

5.21 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES:

If CONTRACTOR damages any property belonging to the CITY, the CITY may either retain from the money due to CONTRACTOR an amount sufficient to repair the damage or require CONTRACTOR to repair the damage to the satisfaction of the CITY at CONTRACTOR's expense.

5.22 LABOR FORCE AND SUPERVISION:

CONTRACTOR shall provide sufficient labor at all times to carry out the project properly and shall ensure that fully experienced competent licensed workers who are skilled in the type of work required are employed. CONTRACTOR shall ensure that supervision is provided at all times while any work under this contract is being performed. If, in the judgment of the CITY, any person is incompetent or disorderly, CONTRACTOR shall promptly remove such person from the work for the duration of the contract.

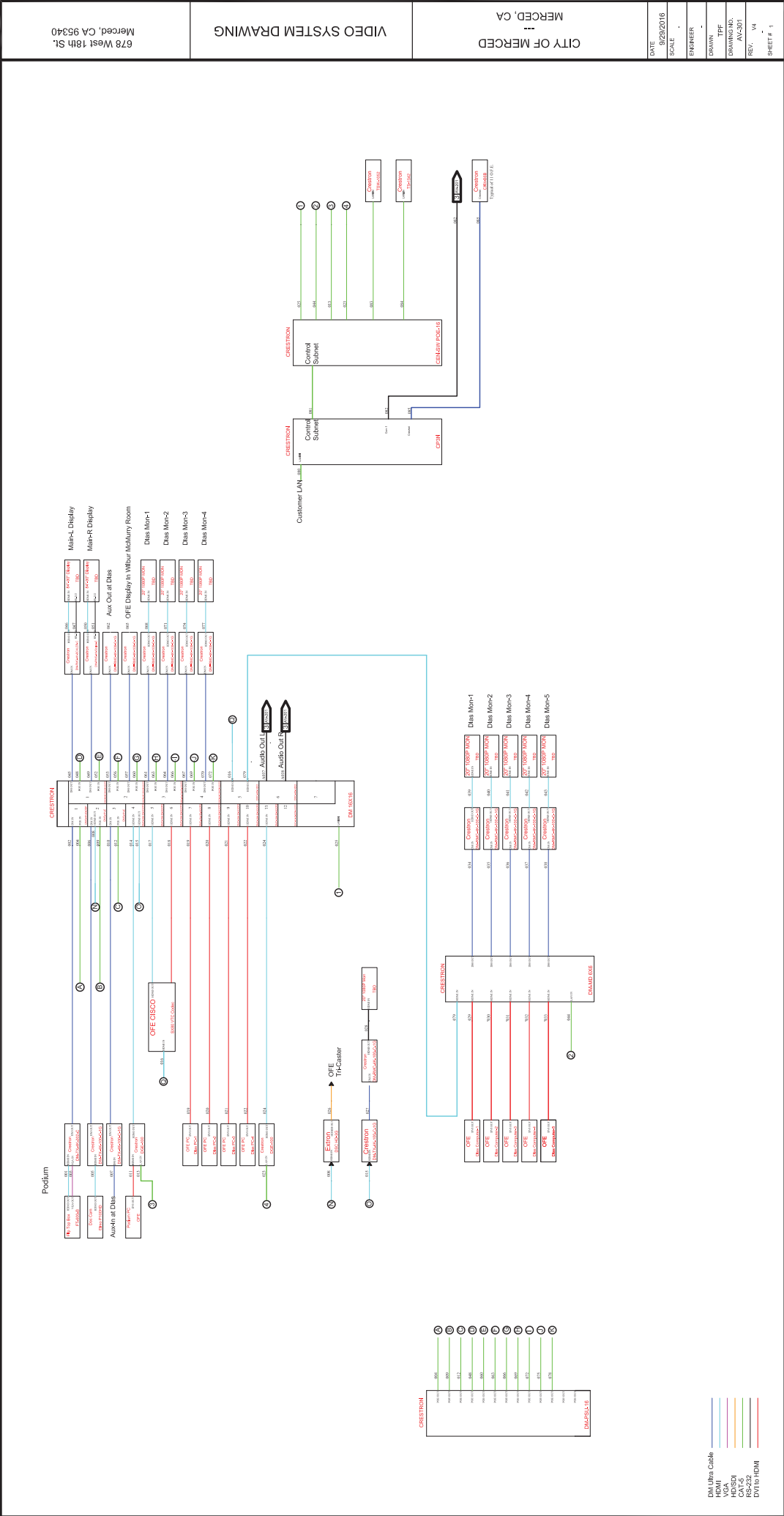
5.23 Registration with California Department of Industrial Relations (DIR) :

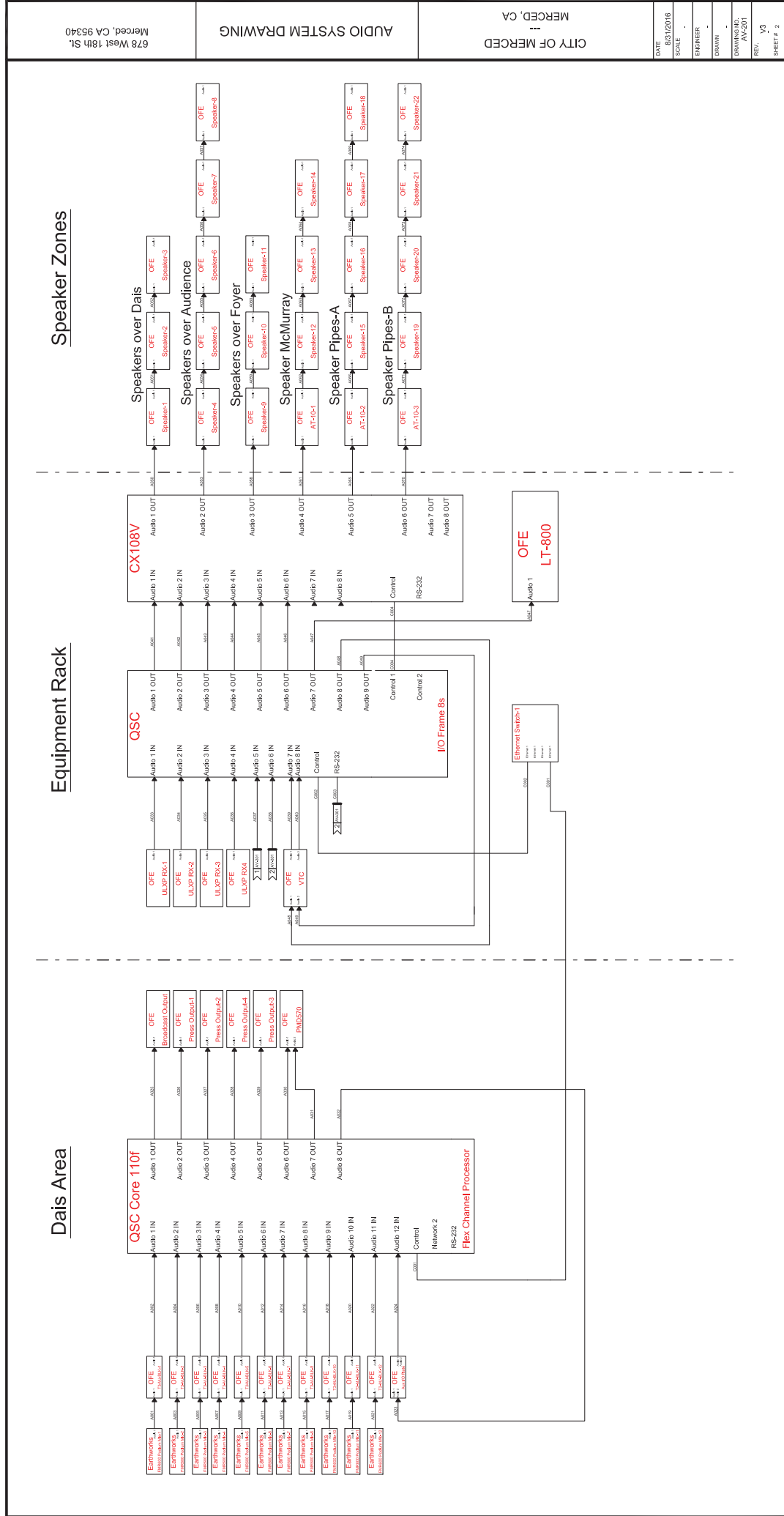
This project is subject to compliance and monitoring by the State of California DIR under the public contracting registration and reporting requirement specified in SB 854. As of July 1, 2014, the DIR established an online registration system which allows contractors and subcontractors to register. The registration form is located on the DIR's website:

<http://www.dir.ca.gov/DLSE/dlsepublicworks.html>

5.24 Prevailing Wages:

Notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the Director or the Department of Industrial Relations, State of California, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.





Parts List.xlsx

Qty	Manufacturer	Item/Part #	Product Description
1	Crestron	TS-1542-TILT-B-S	15.6" HD Touch Screen, Tabletop Tilt, Black Smooth
1	Crestron	TSW-1052-B-S	10.1" Touch Screen, Black Smooth
1	Crestron	TSW-1050-TTK-B-S	Tabletop Kit for TSW-1050 & TSW-1052, Black Smooth
1	Crestron	CEN-SWPOE-16	16-Port Managed PoE Switch
2	Crestron	DGE-100	Digital Graphics Engine 100
1	Crestron	CP3N	3-Series Control System
1	Crestron	FT-600-B	FlipTop Basic, Black Anodized
2	Crestron	FTA-CBLRA-INSERT-2WIRE-102	Cable Retractor Spacer Insert for FlipTop 600
1	Crestron	CBLR2-CAT5E	Cable Retractor for FlipTops, CAT5e
1	Crestron	CBLR2-HD	Cable Retractor for FlipTops, HDMI
1	Crestron	CBLR2-VGA-AUDIO	Cable Retractor for FlipTops, VGA & Audio
1	Crestron	FTA-PWR-102	FlipTops AC Power Outlet Module, Dual, US NEMA 5, Type B
1	Liberty Cable	DL-AR2009	Digitallinx HDMI Adapter Ring
1	Crestron	DM-MD16X16	16x16 DigitalMedia Switcher
2	Crestron	DMC-4K-C	4K DigitalMedia 8G+ Input Card
1	Crestron	DMC-4K-C-DSP	4K DigitalMedia 8G+ Input Card w/ Downmixing
8	Crestron	DMC-4K-HD-HDCP2	4K HDMI Input Card
1	Crestron	DMC-4K-HD-DSP-HDCP2	4K HDMI Input Card w/ Downmixing
4	Crestron	DMC-4K-CO-HD-HDCP2	2-Channel 4K DigitalMedia 8G+ Output Card
2	Crestron	DMC-4K-HDO	2-Channel 4K Scaling HDMI® Output Card
1	Crestron	DM-MD6X6	6x6 DigitalMedia™ Distribution Center
1	Crestron	DM-PSU-16	16-Port PoDM Power Supply for DM 8G+® I/O Cards
2	Crestron	DM-TX-4K-100-C-1G-B-T	Wall Plate 4K DigitalMedia 8G+ Transmitter 100, Black
1	Crestron	DM-TX-4k-302-C	4k DigitalMedia 8G+ Transmitter 302
2	Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+ Receiver & Room Controller W/Scaler
11	Crestron	DM-RMC-4K-100-C-1G-B-T	Wall Plate 4K DigitalMedia 8G+ Receiver & Room
1	Crestron	HD-EXT3-C-B_SYSTEM	4K HDMI over HDBaseT Extender
4	Crestron	DM-CBL-ULTRA-NP-SP1000	DigitalMedia Ultra Cable, Non-Plenum Type CMR, 1000 ft spool□
4	Crestron	DM-CONN-20	Connectors for DigitalMedia Ultra Cable, 20-Pack□

Parts List.xlsx

14	Crestron	DM-CBL-ULTRA-PC-1.5	DigitalMedia™ Ultra Patch Cable, 1.5 ft (0.45 m)
2	Crestron	DM-CBL-ULTRA-PC-3	DigitalMedia™ Ultra Patch Cable, 3 ft (0.9 m)
15	Crestron	CBL-HD-3	Crestron Certified HDMI Interface Cable, 3 ft
15	Crestron	CBL-HD-6	Crestron Certified HDMI Interface Cable, 6 ft
3	Crestron	CBL-HD-30	Crestron Certified HDMI Interface Cable, 30 ft
10	Crestron	CBL-HD-6-DVI-20	Crestron Certified HDMI to DVI Interface Cable, 20 ft
11	Crestron	USB-EXT-DM-LOCAL	USB over Ethernet Extender with Routing, Host Module
11	Crestron	USB-EXT-DM-REMOTE	USB over Ethernet Extender with Routing, 4-Port Device Module
3	Crestron	CNPWS-75	Crestnet Power Supply, 75 watts
1	Crestron	CNXRMAK	Rack Mount Kit
1	Extron	60-1304-01	DSC HD-3G A, HDMI to 3G-SDI Scaler
1	Extron	26-383-13	RG6-BNC/35, RG6 Super High Resolution HD-SDI Cable, 35 ft
1	Elmo	P100HD	Visual Presenter
2	NEC	E905	90" LED Backlit Professional-Grade Large Screen Display
2	Chief Mfg	XTM1U	Micro-Adjust Tilt Wall Mount, X-Large
10	Sharp	LL-S201A	20" Full HD LCD Monitor with Touch
1	Chief Mfg	K1C120B	Kontour Dynamic Desk Mount, Column
9	Chief Mfg	K1D120BXRH	Kontour Dynamic Desk Mount, Reduced Height
12	Earthworks	FMR600	23 inch cardioid podium microphone with rigid center and flex at both ends
1	QSC Audio	Core 110f	Unified Core System Processor
1	QSC Audio	I/O FRAME 8s Kit	I/O frame, eight card slots, 128x128 network I/O channels, dual LAN ports for network redundancy, and 16 configurable GPIO, 2RU.
2	QSC Audio	CIML4	Four channels of microphone / line-level analog audio input with 48V phantom power
3	QSC Audio	COL4	Four channels of balanced, line-level analog output
1	QSC Audio	CODP4	Four channels (2 DataPorts) for connection to DataPort equipped QSC amplifiers
1	QSC Audio	CX108V	8 channels, 100 watts/ch at 70V
1	Pakedge	SX24P	Managed 24 port AV Switch with PoE