

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6538

Audio Visual Equipment and Installation for 14A-1 District Court

Prepared by:

Washtenaw County
Purchasing Division
Administration Building
220 N. Main B-35
Ann Arbor, MI 48104

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Senior Buyer





WASHTENAW COUNTY FINANCE DEPARTMENT

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6538

May 14, 2010

Washtenaw County Purchasing Division on behalf of the Public Safety & Justice Oversight Committee is issuing a Sealed Request for Proposal (RFP) #6538 for Audio Visual Equipment and Installation for the 14A-1 District Court.

Sealed Proposals: Vendor will deliver **one (1) original and three (3) copies** of the bid proposal to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48104**

By 3:00 p.m. on Thursday, June 3, 2010

A **mandatory pre-bid meeting and site walk** is scheduled for **Friday, May 21, 2010 at 10 am** at the Sheriff Department at 2201 Hogback Road, Ann Arbor, MI 48105 located at the Emergency Services Conference Room Lower Level (734) 973-4900 **must be** attended by all vendors who will be submitting bids.

A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany the bid. The successful bidder will be required to furnish satisfactory insurance in the amounts specified in the contract documents incorporated in section VI. Standard Provisions for Contracts and satisfactory **Performance and Payment Bonds** in the amount of 100% of the contract price will be supplied by awarded contractor.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope should be clearly marked "**SEALED RFP # 6538**".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter, C.P.M. at 734-222-6749 or strietera@ewashtenaw.org.
- Please direct technical questions regarding this RFP to Steve Farat at 734-222-6598 or farats@ewashtenaw.org

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions	“Bidder”	An individual or business submitting a bid to Washtenaw County
	“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
	“County”	Washtenaw County in Michigan

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP’s may be adjusted to allow for revisions. To be considered, **One(1) original and three (3) copies** (one copy unbound and suitable for photocopying) must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR’S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

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III. AWARD

Award:

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

Lowest Bidder:

The award will be made to the lowest responsive, responsible bidder.

IV. PROPOSAL SPECIFICS

A. GENERAL

I. Purpose of Proposal:

The Washtenaw County Information and Technology Services on behalf of the Public Safety & Justice Oversight Committee are soliciting design, engineering and installation services for delivery of a turnkey audio visual solution for the 14A-1 District Court. This solution will involve the delivery of various media content to multiply monitors as well as support of evidentiary display media in a court room environment. The technology will need to be, cost effective, flexible, expandable and dependable as its uses and functionality will be a critical component to the District Courts operations. The contractor will provide a turnkey solution, engineering, implementation, ongoing technical support, additions/changes and customer support as well as training for this system.

V. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Bidder's Qualifications, years of experience. Describe experience in providing the level and type of service specified in the proposal.
(Attach as Attachment A - Qualifications)
- B. At least five (5) references covering similar services. Include company name, contact name, phone number.
(Attach as Attachment B - References)
- C. BIDDER MUST SIGN ATTACHMENT C – Manufacturer Affiliation
(Attachment C – Manufacturer Affiliation)
- D. Bidder must sign and comply with Attachment D – Proposal Security Requirements.
(Attachment D - Proposal Security Requirements.)
- E. Provide the name, title and telephone number of the project manager responsible for the project.
(Attach as Attachment E – Project Manager)
- F. List the number and names of individuals that will be participating in the installation of the 14A-1 technology solution.
(Attach as Attachment F – Project Team)
- G. List three (3) references in Southeastern Michigan for which the company has installed and is currently maintaining audio/visual technology. List contact name and telephone number.
(Attach as Attachment G – SEMichigan References)
 - a. Each reference must be a paying customer external to the Bidder's organization.
 - b. The Bidder must have installed the infrastructure for with the past 12 months.
 - c. State the address of the primary service location, which will serve as the installation address in this RFP.
(Attach as Attachment G(a) – Primary Service Location)
- H. HOURS OF OPERATION- County normal business hours will be from 8:30 am to 5:00 PM Monday through Friday. Off-hours or after hours work is permitted to meet installation deadlines however all after hours work must be approved by Washtenaw County Support Services. Coordination of daily work and schedule is to be confirmed and cleared by the Support Services Project Manager.

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- I. SUBCONTRACTORS-Subcontracting of any services requested under this bid is prohibited, unless those services requested exceed the scope of this bid and are required to effect timely completion of requested service and are agreed to by the County in advance of contract initiation and start of work.

- J. Provide the contractors' qualifications
(Attach as Attachment I - Subcontractors):
 - a. Total years in business, years in the communications business under the name stated on the Signature Page (at the end of the RFP).

 - b. Number of individuals employed in the installation and design of the services outlined in this RFP.

 - c. If the Contractor has less than five (5) years of communications experience, provide a list of three customers in each year of business you have been established in which you have installed and maintained the proposed equipment.

- K. Hardware & Technology- the following hardware and technology components are required for the project. The County has standardized on Crestron controllers and touch screen panels. Alternate manufacturers of equipment will not be accepted for this bid.

Configuration A, Courtroom 1

- a) Media controller
- b) 12" touch screen for media control
- c) 12" evidence preview screen for viewing of all sources of media input from installed document cart.
- d) Two 60" flat panel displays
- e) Two color video cameras with appropriate zoom capabilities for the design and distances involved.
- f) Matrix w/audio switching to accommodate display of Court proceedings and media content to Jury Assembly area.
- g) Two zone room audio system with white/pink noise sidebar capability in jury area. System is to receive input from FTR court recording system.
- h) All courtroom media content will be presented through the installed media cart.
- i) Touch screen will allow for the intuitive selection of media sources to display and preview regardless of content being presented.
- j) Ancillary controls for media screen and projector (if installed) will be controlled from media touch screen.
- k) Accept input from standard Aethra MCU via standard VGA/DVI output.
- l) Display of and number of connections to be outlined in the media display connection matrix documentation to be supplied at the time of the walkthrough.

Add-Alternate Configuration A, Courtroom 1

- a) One (1) projector designed for the purpose to display courtroom media.
- b) Tensioned electric screen w/low voltage controls.

Configuration B, Courtroom 2

- a) Two 60" flat panel display
- b) Two zone room audio system to receive input from FTR court recording system.
- c) Courtroom media connections/displays to receive input from all sources located on media cart.

Add-Alternate Configuration B, Courtroom 2

- a) One (1) projector designed for the purpose to display courtroom media.
- b) Tensioned electric screen w/low voltage controls.

Configuration C, Courtroom 3

- a) Two 60" flat panel displays
- b) Two zone room audio system to receive input from FTR court recording system.
- c) Courtroom media connections/displays to be receive input from all sources located on media cart.

Add-Alternate Configuration C, Courtroom 3

- a) One (1) projector designed for the purpose to display courtroom media.
- b) Tensioned electric screen w/low voltage controls.

Configuration D, Jury Assembly

- a) Two (2) projectors designed for the purpose to display courtroom media, and local media content.
- b) Two, single zone room audio system to receive input from separate input sources.
- c) Configuration to allow for local signal(s) input for display to either projector. Customer provided standard VGA/DVI PC and DVD equipment to used.
- d) Locking equipment cart for system components.

Add-Alternate Configuration D, Jury Assembly

- a) Two 60" flat panel displays w/mounts
- b) Two, single zone room audio system to receive input from separate input sources.
- c) Configuration to allow for local signal(s) input for display to either projector. Customer provided standard VGA/DVI PC and DVD equipment to used.
- d) Locking equipment cart for system components.

Configuration E, Media Cart

- a) 42" Commercial LCD monitor w/RS232 control
- b) ELO 1038L 19" touch panel
- c) Boeckeler PVI-46DU Pointmaker annotation controller
- d) ELMO P30S Document Camera
- e) Extron IN1508 Scaler/8 input presentation switcher
- f) Mixer/amp for stand-a-lone operation
- g) Blu-ray/DVD / VHS combo deck
- h) Add on speakers
- i) Swivel mount for 42" monitor and 19" touch panel
- j) Custom or stock mobile media cart to house all equipment and provide work space to house laptop. All equipment to interface with customers laptop standard inputs(VGA/DVI, etc.) Finishes of cart to coincide with courtroom furniture.

Configuration F, Digital Signage

- a) Turnkey ability to display content involving four separate media types/streams to up 8 monitors from single appliance.
- b) Ability to accommodate multiple monitor screen sizes regardless of content.
- c) Web based management, configuration and content creation.
- d) Template based content creation with canned templates available to modify for quick content deployment.
- e) Ease of use in creation of content as well as scheduling of display is key. System will be managed by non-technical support staff.
- f) 20 hours Training and technical assistance in the creation of content over and above previously stated system training.

Add- Alternate Configuration F, Digital Signage

- a) Ability to display single source content to up to 8 monitors. Typical input will involve standard PC output (VGA/DVI etc.) and DVD/VCR equipment.
- b) Ability to provide content switching for up to 6 single content sources for display to up to 8 monitors simultaneously or any combination thereof.
- c) Ability to accommodate multiple screen sizes regardless of content.

Additional installation details:

1. Installation of Matrix Switch with Audio to allow for selecting video sources and audio sources from any of the 16 Inputs either PC's or Video and Audio from customer provided satellite tuners.
2. Installation of Scalers as required with Auto Sync Function for outputs from the Matrix to the Flat Panels to allow PC, Satellite Video, and cameras to be sent to the displays.
3. Installation of Commercial Grade Flat Panel Monitors with Tilting wall mounts on Walls where instructed.
4. All programming code for any portion of the custom installation is the property of Washtenaw County and will be released to the County at the time of project acceptance.
5. Courtroom installation of (2) zone sound ceiling Speakers and external speakers as required per design.
6. Installation of Control System and touch panel on the counter area that will allow for control of technology from the Clerk of the Court.
7. Design to be Certified by CTS-D class Engineer.

8. All Wiring to be fully documented in CAD Drawing and PDF on Printed and Electronic Form.
9. County has installed Category 6 data cabling to all locations to be considered for installation. All cabling runs back to a central dedicated location and patch panels designed for this installation. Open free standing data four post 23" data racks have been installed for installation of all electronics. The Contractor will supply written confirmation as the acceptability and proper infrastructure installation and configuration prior to deployment of equipment.
10. County has installed dedicated power as well as conditioned power for head end electronics.
11. Installation is to be based upon standard Ethernet cabling and or conversion to utilize Category 6 structured wiring.
12. Contractor will state any additional wiring required for installation not currently installed by the County. (low voltage CTRL, power, etc)
13. Equipment racks have been provided. The Contractor is responsible for providing all rack mounting hardware or shelves required for the installation.
14. The Contractor will not be responsible for making changes to the current data network. However, the vendor will clearly identify in their response the physical and logical requirements for the data network.
15. The latest released electronics hardware and software revisions/version will be provided and installed at the time of delivery. In the event a newer software or hardware revision/version is released after a portion of the proposed system(s) has been installed, but before the entire system(s) are deployed, the awarded bidder shall upgrade the hardware and software of all system equipment to the latest version.
16. The Vendor shall provide a full installation schedule showing the work flow using a graphical representation i.e. Gantt chart or similar. The Vendor must provide a detailed project plan for this project. Pre-Order Site Survey
17. The Vendor will be required to conduct a site survey along with Support Services and Sheriff's Office representative to review the location for the described technology.
18. Training Services- the Vendor will provide 30 hours of training on all systems that are installed as a part of this RFP. The training services will be provided at no additional cost to the Owner. The training services requirements are as follows:

- a) Prior to the “go live” of the systems, the Vendor will coordinate with the Owner on the training that will be provided. A training schedule will be established by the Owner.
 - b) The training shall consist of two training tracks (a) System Administration Training (b) End User Training.
19. Project Documentation- The Vendor shall compile and distribute to Washtenaw County Support Services & the Sheriff’s Office, two (2) complete sets of documentation. The Vendor is required to submit electronic copies of all the documentation provided in an organized format. The Vendor will provide upon project completion, the design and configuration documents.
20. It is our belief that a foundation of proper documentation is the key to the long-term supportability of the video network. The bidders’ documentation package shall include the information described below and will be provided to the customer in both paper and electronic form. Standard format for the files is an appropriate application from the Microsoft Office suite and the Microsoft Visio application suite. To be included in a typical documentation package are:
- a) Network /Security Design Summary
 - b) Logical Network Diagrams
 - c) Appendices –
 - d) Acceptance Testing: A copy of the results of all acceptance testing along with the test procedure.
 - e) Support Plan Summary: A description of the support process and features of the selected support plan with details on how and where to obtain support.
 - f) Product Inventory: Spreadsheet detailing on a per-site product inventory.
 - g) Product Information: Copies of product brochures describing the equipment installed in the network.
 - h) Vendor and/or Manufacturer warranty certificates
21. Installation Assurances- The Vendor will describe the following:
- a) Describe the implementation team and their roles in ensuring a successful project
 - b) Describe the resources that will be available at cutover to address unforeseen problems
 - c) Describe any anticipated disruptions in service during the cutover period
 - d) Responsibilities required of the Owner to help ensure a successful cutover

22. Project Closeout

- a) To facilitate the close out process, the Vendor will present a complete list of project deliverables and their completion dates.
- b) The Owner/Owner's representation will present Sign Off / Closeout documents to the Vendor for signatures. A copy of the document will be given to the Vendor.
- c) The Owner reserves the right to inspect and approve or reject the installation before signoff. If the Owner rejects the workmanship or equipment functionally, the Vendor must repair or replace at their cost.

23. WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

- a) The Vendor will warranty the system for one year from the date of system acceptance at no additional charge. It is the Vendor's responsibility to repair or replace all equipment on location. If the equipment needs to be repaired elsewhere a loaner may be requested at no cost to the County.
- b) The Vendor does hereby warrant all work and materials to be in full and complete accordance with the contract, addenda, specifications and requirements and that all work and materials are free from any and all defects and imperfections, and fully suitable for the use and purpose for which each is intended. The Vendor also agrees that, should any defect develop or appear which the **Purchasing Division** Manager or the **Support Services I.T.** representative finds was not caused by improper use, the Vendor shall promptly, upon demand, fully correct, substitute and make good, any such defective materials without cost to the County. The warranty shall continue to be in full force and effect for the period of one (1) year from the date of final acceptance of the system and any additional equipment.
- c) The County will be entitled to any manufacturer's guarantee or warranty in effect that covers any additional time period/benefits over the requirements stated above.
- d) The Vendor must warrant at the minimum that on the acceptance date the installation of equipment and services shall be in good working order and installed in a workman like manner, shall be free of defects, shall be installed to the manufacturer's official published specifications, and shall be installed and operate in full compliance with this RFP, for a period of at least one (1) year from the acceptance date (Warranty Period).

- 1. The goal of the County is the prompt resolution of problems, not merely prompt response to calls for service.

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- e) The Vendor must perform preventive maintenance and inspect the systems as necessary. Minimum requirements are to meet the manufacturer's recommended standards.

- f) The Vendor must provide full maintenance logistical support, including performance of all tests, system documentation, spare parts inventory, special tools, and test equipment required to promptly and properly perform the work. During the Warranty period, the Vendor shall provide the necessary labor, parts, material, and transportation to maintain all equipment bid in good working order and in compliance with the equipment manufacturer's specifications.

VI. PERFORMANCE SCHEDULE

The awarded bidder will return a signed contract upon 5 business days of receipt that includes all required documents outlined in the bid specifications. The VENDOR will complete the work required for the project within thirty (30) days from the execution of the contract.

VII. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected Vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all Vendors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The CONTRACTOR is to report to Information and Technology Services and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the CONTRACTOR must be dated and bear the CONTRACTOR's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the CONTRACTOR's activities during the term of this contract.

Section 5 - When applicable, the CONTRACTOR will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the CONTRACTOR, the County may review any of the CONTRACTOR's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on (DATE) and ends on (DATE).

ARTICLE V- PERSONNEL

Section 1 - The CONTRACTOR will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The CONTRACTOR will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the CONTRACTOR is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the CONTRACTOR. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The CONTRACTOR will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the CONTRACTOR's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of CONTRACTOR, any sub-CONTRACTOR, or any employee, agent or representative of the CONTRACTOR or any sub-CONTRACTOR.

ARTICLE VII- INSURANCE REQUIREMENTS

The CONTRACTOR will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insurers and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. CONTRACTOR shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by CONTRACTOR and their inadequate insurance coverage. CONTRACTOR shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the CONTRACTOR until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the CONTRACTOR expires or is canceled during the term of the contract, services and related payments will be suspended. CONTRACTOR shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County, Attn: Support Services, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONTRACTOR AND COUNTY

The CONTRACTOR promises that it has no interest which would conflict with the performance of services required by this contract. The CONTRACTOR also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The CONTRACTOR promises that it has not employed or retained any company or person, other than bona fide employees working solely for the CONTRACTOR, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the CONTRACTOR.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The CONTRACTOR will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The CONTRACTOR agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of

the CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES AND CUB AGREEMENT

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project. Contractor further agrees to sign a project labor agreement as provided by the Construction Unity Board ("CUB Agreement"). A copy of the CUB Agreement is attached.

ARTICLE XIII – ASSIGNS AND SUCCESSORS

This contract is binding on the County and the CONTRACTOR, their successors and assigns. Neither the County nor the CONTRACTOR will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 – Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XV – EQUAL ACCESS

The CONTRACTOR shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the CONTRACTOR. During the performance of the services, the CONTRACTOR will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the CONTRACTOR must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII - PAYROLL TAXES

The CONTRACTOR is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the CONTRACTOR, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX – CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

VIII. BID PRICES

All Bids are to include complete bills of material pricing for **each** configuration. Information requested is to include, but is not limited to, quantity, manufacturer, description, manufacturer part number, installation cost, unit cost and total line item cost. Note: any additional wiring must be included and detailed at this time.

Configuration Pricing Summary:	<u>Configuration Costs</u>
1. Configuration A, Courtroom 1	_____
2. Configuration A, Add-Alternate	_____
3. Configuration B, Courtroom 2	_____
4. Configuration B, Add-Alternate	_____
5. Configuration C, Courtroom 3	_____
6. Configuration C, Add-Alternate	_____
7. Configuration D, Jury Assembly	_____
8. Configuration D, Add-Alternate	_____
9. Configuration E, Media Cart	_____
10. Configuration F, Digital Signage	_____
11. Configuration F, Add-Alternate	_____

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Unit prices for the must be provided for the following:

Quantity	Description	<u>Unit Price</u>	<u>Total Cost</u>
1	60" Flat LCD Monitor	_____	_____
1	60" Flat LCD Monitor (Consumer)	_____	_____
1	55" Flat LCD Monitor	_____	_____
1	55" Flat LCD Monitor	_____	_____
1	Monitor Mount & Misc	_____	_____
4	46" Flat LCD Monitor	_____	_____
4	46" Flat LCD Monitor (Consumer)	_____	_____
3	42" Flat LCD Screen Monitor	_____	_____
3	42" Flat LCD Monitor (Consumer)	_____	_____
1	35" Flat LCD Monitor	_____	_____
1	35" Flat LCD Monitor (Consumer)	_____	_____
3	20" Flat LCD Monitor	_____	_____
3	20" Flat LCD Monitor (Consumer)	_____	_____
1	60 x 96 Fixed Tensioned Screen	_____	_____
1	69 x 110 Fixed Tensioned Screen	_____	_____
1	87 x 139 Fixed Tensioned Screen	_____	_____

(Please attach a separate sheet for any additional requirements.)

The County will accept only first quality **“New”** equipment for installation under this bid. Equipment must not be used, pre-owned, returned, remanufactured, reconditioned or have had its serial numbers registered as sold to a previous customer or Vendor. The County reserves the right to verify origin and condition of all equipment at any time. Equipment not in compliance will constitute a breach of this agreement and can result in cancellation of this agreement regardless of fault.

TIME AND LABOR COSTS

These are price for labor costs over and above the scope of the project if needed.

- 1. Minimum Labor charge Per _____ \$ _____
- 2. Additional Labor
(Specify billing increments) Per _____ \$ _____
- 3. Minimum Overtime
Labor charge Per _____ \$ _____
- 4. Additional Overtime
Labor Charge Per _____ \$ _____
- 5. Overtime charge begins _____ and ends _____ M, Tu, W, Th, F
- 6. Overtime charge begins _____ and ends _____ Sat, Sun

SIGNATURE PAGE

_____ Signature	_____ Company Name		
_____ Print Name	_____ Company Address		
_____ Title	_____		
_____ Date	_____ City	_____ State	_____ Zip
_____ Telephone #	_____ Fax #		
_____ Federal Tax ID #	_____ Email Address		

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

By checking this box we hereby certify that we are a Washtenaw County company as defined in paragraph II.,H. above . If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

ATTACHMENT C

MANUFACTURER AFFILIATION

Bidder must either be the manufacturer of the equipment proposed or a factory authorized Vendor/contractor certified for installation, programming and support of this equipment.

If not the manufacturer, the Vendor must have a proven close and long-standing relationship with the manufacturer in order to demonstrate the Vendor's commitment to supporting the products proposed. Proof must be supplied with the bid in the form of a written guarantee from the manufacturer, stipulating the Vendors standing with the manufacturer and that the manufacturer will provide support for the Crestron componenets if the Bidder is either unwilling or unable to do so at any time within 7 years of the acceptance date of the system. This may also include documentation as to the number of years supplying the product, size of inventory, test, design, programming and training center support, and etc.

All respondents must submit a letter of good standing with Crestron from Crestron and attach as Attachment C to their response. No further consideration will be given to a response without this verification from the manufacturer to the respondent providing the equipment and services.

Signature

ATTACHMENT D

Proposal Security Requirements:

- A. Proposal shall be accompanied by bid bond, certified check or cashiers check acceptable to, and payable without condition to owner, in an amount at least equal to five (5%) of bidder's proposal, **including** additive alternates, if any.
- B. Proposal security is required as guarantee that the bidder will enter into a written contract within time outlined in Section V. Performance Schedule, and if successful bidder fails to do so, proposal security will be realized upon or retained by owner.
- C. If bond is given as proposal security, amount of bond may be stated as an amount equal to at least five percent (5%) of proposal, including additive alternates, if any. Proposal bond shall be executed by bidder and by duly qualified surety company.
- D. Proposal security will be retained by owner until a contract has been executed by the contracted bidder. Proposal security of non-awarded bidders will be returned to them within ten (10) days after owner has received signed contract.
- E. It is specifically understood that guarantee above provided shall not be considered as liquidated damages for failure of bidder to execute and deliver contract, nor limit or fix bidders liability to owner for any damages sustained because of failure to executed and deliver required contract.
- F. The successful bidder will be required to furnish satisfactory insurance in the amounts specified in the contract documents incorporated in Section VI. Standard Provisions for Contracts and satisfactory Performance and Payment Bonds in the amount of 100% of the contract price.

Signature

MEMORANDUM OF UNDERSTANDING

1. WORK DISPUTES

In return for the promise made in paragraph (3) below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum. Any jurisdictional dispute shall be resolved through normal procedures.

There will be a job conference with all contractors and sub-contractors prior to starting work.

2. COFFEE BREAKS

There shall be no organized coffee breaks.

3. PAYMENT OF FRINGES

Any Union having a claim against a contractor or subcontractor for unpaid wages and/or fringe benefits for work performed on the project shall give written notice of such claim to such contractor or subcontractor (with a copy of the notice to the Construction Manager or General Contractor) within three (3) business days after such claim has become known. Upon receipt of such written notice, the Construction Manager or General Contractor involved shall withhold an amount equal to the claim from the next disbursement payable to the contractor, pending resolution of the dispute satisfactory to the Construction Manager or General Contractor. In the event of any such dispute, the Union agrees to use its best efforts to pursue any legal remedies available, including litigation by Fund Trustees. It is understood that the intent to this section is to accomplish prompt and effective resolution of any disputes between the Union and any contractor or subcontractor over payment of wages and fringes.

4. UNION WORK

The parties understand and agree that each contractor and subcontractor at all tiers of this project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council.

(Contractor, Owner or Construction Manager)

(Project Description)

(Representative of Washtenaw County Skilled Building Trades Council)

(Date)

THIS MEMORANDUM APPLIES ONLY TO THE PROJECT AND/OR CONSTRUCTION ABOVE DESCRIBED.

- WHITE – Union Copy
- GREEN – Contractor or Construction Manager Copy
- CANARY – Owner Copy
- PINK – CUB Copy
- GOLD – Project Copy