

March 29, 2021

# **Request for Proposal**

## **THS Media Center AV**

For

**TSD Bid # 9926**  
**Troy School District**  
**4400 Livernois**  
**Troy, MI 48098**

Prepared by

**Convergent Technology Partners, LLC**  
6197 Miller Rd, Suite 4  
Swartz Creek, MI 48373  
810.720.3820  
[www.ctpartners.net](http://www.ctpartners.net)

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SCHEDULE OF EVENTS

The following is a projected schedule of events for this project. The schedule may change depending upon the results of the responses and a final schedule will be established prior to contracting with the Contractor.

<b>EVENT</b>	<b>DATE</b>
Bid Release	Mar. 29, 2021
Mandatory Pre-bid meeting Date and time – 10:30 A.M. Local	Mar. 31, 2021
Final Date and time for Questions - 12:00 P.M. Local	Apr. 7, 2021
Bid Due Date/time – 2:00 P.M. Local	Apr. 14, 2021
Public Opening – 2:30 P.M. Local (Virtual)	Apr. 14, 2021
Contract Award	May 18, 2021
Project Kickoff – week of:	May 24, 2021
Earliest Project Start Date – TBD coordinated with construction	June 2021
Project Completion and Closeout	Aug. 2, 2021

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BID PROPOSAL FORM

**OWNER:** Troy School District  
Services Building – IT department  
4420 Livernois  
Troy, Michigan 48098  
Attn: Beth Soggs, IT Director

**PROJECT:** THS Media Center AV – Bid #9926

**NAME OF BIDDER:** \_\_\_\_\_

**BASE BID:**

Lump sum bid for all work specified and shown on the drawings as indicated for base bid in the amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

The Bid Proposal amount shall be shown in both words and figures. In the case of discrepancy, the amount shown in words shall govern.

**BASE BID:** The undersigned, having examined the Bid Documents and examined the conditions affecting the Work/Project, hereby proposes and agrees to furnish all of the labor, materials, and equipment and perform all work necessary to complete the Work/Project as required by the Bid Documents for the stipulated sum identified above and detailed in Supplemental A (Cost Analysis Worksheet). The Bid Documents set forth the terms and conditions upon which the Bidder will provide a "turnkey" solution for the installation and operation of the project for use by the Owner and represents and warrants that the design, operation and functionality of the project are in accordance with the Bid Documents. All prices provided by the Bidder on this Bid Proposal Form must include all cables, connectors, equipment etc. that are necessary to the make the project fully operational for the intent and purpose stated in the Bid Documents

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**BID SECURITY**

Enclosed herewith find (Certified Check)/ (Bid Bond) in the amount of \$ \_\_\_\_\_ being five percent (5%) of the maximum Bid Proposal herein, made payable to Troy School District or naming Troy School District as obligee. The proceeds of which are to remain the property of Troy School District, if the Bidder does not, within ten (10) days after notice of the acceptance of Bid Proposal, enter into the Contract.

**TAXES**

Please identify the amount, if any, of this Bid Proposal that has been attributed to sales or use tax. If an amount has been attributed to such tax, please identify which components of the Bid to which the tax has been attributed.

\_\_\_\_\_

**SUBCONTRACTORS**

Bidders must provide attach complete list of proposed subcontractors (one per discipline), if any are proposed to be utilized on the project. Listing two or more subcontractors per discipline will be grounds for disqualification.

\_\_\_\_\_

**EXCEPTIONS**

Any Exceptions to the terms and conditions contained in the RFP or contract are identified below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ADDENDA**

This RFP incorporates the following Addenda:

Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_

**BID PROPOSAL FORM SUPPLEMENTS:**

The following Bid Form Proposal Supplements are attached hereto and are considered an integral part of this Bid Proposal Form:

- SUPPLEMENTAL A – Cost Analysis Worksheet
- SUPPLEMENTAL B – Unit Pricing
  - Bill of Material
- SUPPLEMENTAL C – Voluntary Alternates (if any)
- SUPPLEMENTAL D – Familial Disclosure Affidavit
- SUPPLEMENTAL E – Iran Economic Sanctions Act Compliance Affidavit

**BIDDER NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

TROY SCHOOL DISTRICT

If award is made to our firm based upon our Bid Proposal, we agree to enter into the form of Contract with the School District in accordance with this Request for Proposal, the contract and our Bid Proposal.

My signature certifies that the Bid Proposal as submitted complies with all terms and conditions as set forth in this Request for Proposal, unless specifically enumerated as an exception as part of this Bid Proposal Form.

I hereby certify that I am authorized to sign as a Representative for the Firm:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Authorized Signature)

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COST ANALYSIS WORKSHEET

SUPPLEMENTAL A

Note this form must be returned with bid submission, filled out completely and accurately or the bidder may be disqualified from consideration.

**OWNER:** Troy School District  
Services Building – IT department  
4420 Livernois  
Troy, Michigan 48098  
Attn: Beth Soggs, IT Director

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**BASE BID BREAKDOWN**

	<b>COMPONENT</b>	<b>Cost</b>
AV system	Material	
AV system	Labor	
	Sub Total	
	Shipping (If not included elsewhere)	
	<b>Project Subtotal</b>	
	Performance, Labor and Material Bond	
	<b>Proposal Total</b>	



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UNIT PRICING

SUPPLEMENTAL B

**BILL OF MATERIALS:** All bid proposals shall include a detailed Bill of Materials that notes each item, part number, and installed unit price. Provide this Bill of Materials, attached to and submitted with the Bid Proposal. Bill of Materials pricing will be used for price revisions prior to award.

**UNIT PRICING:** Provide installed unit pricing, which shall be considered firm pricing during the contract period and not subject to change, will be used to determine costs for additions and deletions during the contract period (after award). All unit pricing shall include all labor, materials, licenses, software, fees etc. The Owner reserves the right to adjust any or all quantities at any time.

UP #	Description	Model/ PN	Installed
UP1	Wireless lavalier microphone	Shure SLXD14/85-G58	\$
UP2	Wireless handheld microphone	Shure SLXD24/SM58-G58	\$
UP3	JBL Control 28 speaker pair		\$
UP4	JBL Control 25 Speaker pair		\$
UP5	JBL Control 14c/t Ceiling speaker pair		\$
UP6	86-inch UHD commercial display	LG UT640S	\$
UP7	65-inch UHD commercial display	LG UT640S	\$
UP8	55-inch UHD commercial display	LG UT640S	\$
UP9	Cart for 65-inch display	Chief PFCUB-G	\$
UP10	Crestron DM NVX decoder	Crestron DM-NVX-D30	\$
UP11	Crestron DM NVX encoder/decoder with Dante audio	Crestron DM-NVX-363	\$
UP12	Crestron DM and BX encoder/decoder	Crestron DM-NVX-360	\$
UP13	Chief Medium Fusion Micro-Adjustable Tilt Wall Mount	Chief MTM1U	\$
UP13	75-inch UHD commercial display	LG UT640S	\$
UP14			\$

VOLUNTARY ALTERNATES

SUPPLEMENTAL C

**Voluntary Alternate 1:**

Add/Deduct \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Voluntary Alternate 2:**

Add/Deduct \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Voluntary Alternate 3:**

Add/Deduct \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

FAMILIAL DISCLOSURE AFFIDAVIT

SUPPLEMENTAL D

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Troy School District (the "School District") Request For Proposals, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Bidder, and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

Name of Bidder:

By:

Title:

Date:

STATE OF Michigan

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_, Notary Public \_\_\_\_\_ County,

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

SUPPLEMENTAL E

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below named applicant (the "Applicant"), pursuant to the compliance certification requirement provided in the Troy School District (the "School District") Request For Proposals for Data Network and Wireless Upgrades (the "RFP"), hereby certifies, represents and warrants that the Applicant (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Applicant is awarded a contract as a result of the aforementioned RFP, the Applicant will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract.

The Applicant further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

APPLICANT:

Name of Applicant

By:

Title:

Date:

STATE OF Michigan

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_, Notary Public \_\_\_\_\_ County,

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

## BIDDING REQUIREMENTS & INSTRUCTION TO BIDDERS

### PART 1 - GENERAL

- 1.1 The Troy School District is seeking bids and proposals for Media Center AV renovations in Troy High School.
- 1.2 **Bid documents may be obtained from the purchasing page (under Departments, Business Services) of the District's web site at [www.troy.k12.mi.us](http://www.troy.k12.mi.us).**
- 1.3 **Due on or before date and time indicated on the schedule of events ("Due Date"),** the Owner will receive bid proposals for the project. The Owner will not consider or accept a bid proposal received after the due date for bid proposal submission. All bid proposals received after the due date will be returned by making them available to the respective Bidder, unopened, for said Bidder to pick-up at their sole cost and expense. Bid proposals shall be submitted to:

Todd Hensley, Purchasing Supervisor  
c/o John Foster, Project Consultant  
Convergent Technology Partners  
6197 Miller Rd, Suite 4  
Swartz Creek, Michigan 48473

Bid opening will be virtual, to join via MS Teams:

[Click here to join the meeting](#)

Or call in (audio only)

[+1 734-412-4950,8323615#](tel:+173441249508323615)

Phone Conference ID: 832 361 5#

- 1.4 PROPOSALS/QUOTES
  - A. Bidders must submit a complete set of all bid documents as indicated herein. Proposals or bids that are incomplete or missing required documents will not be accepted. Proposals must consist of the original forms in the original format to be accepted.
  - B. Three (3) "hard" copies and two (2) "soft" (electronic) copies on a USB "flash" drive of the proposals is to be submitted in sealed packaging, clearly marked: "THS MEDIA CENTER AV RFP #9926" and shall be identified with the Bidder's name and address and the date and time of the bid proposal opening. The Owner is not responsible for any postal or delivery delays. No email, facsimile or other electronic bid proposals will be accepted.

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- C. Proposals will be opened publicly on the time and date specified in Schedule of Events at the Owner's facility.

1.5 PROPOSAL FORMAT

- A. The Bid response shall be structured as follows in both the hard and electronic copies:
  - 1. Section 1:
    - a. Proposal Form
    - b. Bid Bond and Pricing
    - c. Submittal Letter & Executive Summary
    - d. Iran Sanctions Affidavit
    - e. Familial Disclosure
    - f. Voluntary Alternates
  - 2. Section 2:
    - a. Cost Analysis Worksheet
    - b. Unit Pricing
    - c. Bill of Material and installed pricing
  - 3. Section 3 – Narratives & System Description, Information, and Brochures
    - a. Comprehensive Narrative/System Description of the proposed System/Solution
    - b. Information, Diagrams or Schematics supporting the System/Solution Narrative
    - c. Catalog Cut sheets, Brochures, Equipment Configuration
  - 4. Section 3 - Resume of Qualification, References
    - a. Bidder's qualifications (Company and proposed Staff)
      - 1) Company's Level of Manufacturer's Certification (Included in cover letter)
    - b. Resume of Qualification including:
      - 1) Three (3) verifiable references demonstrating direct experience on recent systems of similar type and size, including contact names and phone numbers of projects that qualify
      - 2) Technical resumes of experience for the vendor's Project Manager and on-site installation supervisor who will be assigned to this project.
      - 3) A list of subcontractors and their training and certification
  - 5. Section 4 – Proposed Contracts

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- a. Maintenance Contract and pricing if desired for consideration
6. Section 5 – Alternate System/Solution Proposal (If Applicable)
  - a. Alternate solutions will be accepted provided the base bid requirements are met first. Alternate proposals must meet all base bid performance requirements to be accepted. The Owner may review alternate solutions but is under no obligation to consider or award them regardless of cost.
  - b. Comprehensive Narrative/System Description of the proposed Alternate System/Solution
  - c. Information, Diagrams or Schematics supporting the proposed Alternate System/Solution Narrative
  - d. Bill of Material and installed pricing, Catalog Cut sheets, Brochures, Equipment Configuration
- B. The “hard copy” Bids shall be submitted on 8 1/2" by 11" paper, single sided, single spaced using 10 to 12-point print, in 3 ring binders, clearly labeled to show the Bidder's name.
- C. The “soft copy” Bid shall be in the same structure as the “hard copy” Bids, bound in a .pdf file, submitted on an USB drive with the hard copies.
  1. The Electronic Copy must be formatted in the same manner as the hard copy format, with separate PDFs per section, and contain an exact copy of the Hard Copy.

1.6 SECURITY

- A. The Bid Proposal shall be accompanied by a Bid Security of a certified check or cashier's check payable to the Owner or by a satisfactory Bid Bond Entity naming the Owner as the obligee and executed by the Bidder and a surety company authorized to do business in the State of Michigan, in an amount identified in the Instructions to Bidders. The check or amount of Bid Bond shall be forfeited to the Owner upon failure of the Contractor to enter into the Contract. The Contractor's Bid security will be retained until the Contractor has signed the contract and has furnished the required Certificates of Insurance and other required Bonds and documents required by the RFP. Bonds signed by an Attorney-In-Fact must be accompanied by a certified and effectively dated copy of their Power of Attorney.
- B. The Owner reserves the right to retain the Bid security of all Bidders until the Contractor enters into the contract or until ninety (90) days after bid opening, whichever is later. If the Contractor refuses to enter into the Contract, the Owner may retain their Bid Security as liquidated damages but not as a penalty.

1.7 PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS

- A. At or prior to delivery of the signed Contract, the Owner will require the Contractor to secure and post a Labor and Material Payment Bond and a Performance Bond including bonding for all subcontractors, each in the amount of 100% of the Contract Sum including bonding for all subcontractors. Surety shall be

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a company incorporated in the United States and must appear on the U.S. Treasury Departments approved surety list and be adaptable to the Owner. The Contractor shall obtain such bonds in a manner consistent with Michigan law.

### 1.8 FAMILIAL DISCLOSURE AFFIDAVIT

- A. Each bid proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board of education or the superintendent of troy school district. The board of education will not accept a bid proposal that does not include this sworn and notarized disclosure statement.

### 1.9 AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS

- A. Each bid proposal must be accompanied by the Iran economic sanctions affidavit of compliance in compliance with Michigan public act no. 517 of 2012. The board of education will not accept a bid proposal that does not include this sworn and notarized disclosure statement.

### 1.10 RESERVATION OF RIGHTS

- A. The Owner reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all bid proposal with or without cause, to waive any irregularities or informalities in this RFP process or any bid proposal, and to award the contract to other than the low bidder, when in the opinion of the Owner, such action will best serve the Owner's interests.

### 1.11 WITHDRAWAL OF BID PROPOSALS/QUOTES

- A. Bid proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the due date for receipt of bid proposals set forth above.

### 1.12 REQUESTS FOR CLARIFICATION

- A. Bidders may request that the Owner clarify information contained in this RFP. All such requests must be made in writing via email to Mr. Eric Helsel, Convergent Technology Partners, at ehelsel@ctpartners.net. Requests for clarifications and inquiries may only be made via email.

### 1.13 CONFLICTING INFORMATION

- A. In the event of ambiguities, conflicts or inconsistencies between or among any of the provisions of this project's Request For Proposals (RFP), the provisions shall govern in the following order of precedence with each taking precedence over those listed subsequently:
  1. Project Agreement/Contract
  2. RFP Specifications which are incorporated into the agreement by reference
  3. RFP drawings which are incorporated into the agreement by reference



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- B. The provisions of amendments in writing to this project agreement or project documents shall govern and take precedence only over those specific provisions of this project agreement expressly amended.
- C. Any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service.

1.14 CONTRACT

- A. The form of contract that the successful bidder (“contractor”) will be expected to sign with Troy School District is attached as Exhibit 1.

1.15 BOARD OF EDUCATION APPROVAL

- A. Implementation of the proposed project is fully contingent on the approval of the Troy School District Board of Education.

1.16 RESTRICTION ON COMMUNICATION

- A. From the issue date of this RFP until a Contractor is selected and the contract is awarded a prospective Contractor shall not communicate about the subject of this RFP or a Contractor’s bid proposal with the Owner, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for additional requests for clarification in accordance with the paragraph above.

1.17 RELEASE OF CLAIMS

- A. Each Bidder by submitting its Proposal releases the Owner from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

1.18 PROPOSAL COST

- A. Respondents of this RFP are responsible for any and all costs incurred by them or others acting on their behalf in preparing or submitting a bid proposal, or otherwise responding to this RFP, or any negotiations incidental to its bid proposal or this RFP.

1.19 COLLUSIVE BIDDING

- A. All Bidders certify that its bid proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

1.20 INSURANCE REQUIREMENTS

- A. The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted doing business in the state of Michigan and acceptable to the Owner. The requirements below should not be interpreted to limit the liability of the contractor:

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1. Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state of Michigan.
  2. Commercial general liability insurance on an "occurrence basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (a) contractual liability; (b) products and completed operations; (c) independent contractors' coverage; (d) broad form general liability extensions or equivalent; (e) explosion, collapse, and underground, if applicable.
  3. Automobile liability, including Michigan no-fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury, and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  4. Additional insured: policy(ies) and coverages as described above, excluding workers' compensation insurance, shall include an endorsement stating the following shall be additional insureds: The Owner, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Owner as additional insured, coverage afforded is primary and any other insurance the Owner may have in effect shall be considered secondary and/or excess.
- B. Proof of insurance coverage: the contractor shall provide the Owner at the time the contracts are returned by him/her for execution a certificate of insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

### 1.21 DEFINITIONS

- A. Bid Documents are defined as the Instructions to Bidders, Schedule of Events, this RFP, including any Supplemental forms, Attachments, Appendices, Specifications, Drawings and, Other Information as noted herein (Narratives, diagrams, etc.), Addenda and the Contract.
- B. Addenda are written or graphic instruments issued prior to the due date of bid proposals which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections. All Addenda issued to Bidders prior to the due date of bid proposals shall become part of the Bid Documents and all bid proposals are to include the Project/Work therein described. Each Bid Proposal submitted shall list all Addenda that have been received prior to the due date of bid proposals.
- C. As used in these Instructions to Bidders, the term "Bid Proposal" means a bid proposal prepared and submitted in response to this RFP.
- D. As used in these Instructions to Bidders, the term "PSC" refers to the Professional Service Contractor and means Convergent Technology Partners and its assigned representative.

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- E. Throughout this RFP and Contract, the “Owner” will be used to refer to Troy School District and bidders submitting bid proposals will be referred to as “Bidders” or “Vendors” and a successful Bidder or Vendor will be referred to as a “Contractor”.
- F. Throughout this RFP and Contract the Project may also be referred to as “Media Center Technology”, “AV System” or “Media Center AV”.

1.22 BIDDER’S REPRESENTATION

- A. Each Bidder, by submitting a Bid Proposal, represents that the Bidder has read and understands the Bid Documents and is familiar with the local conditions under which the project is to be performed. Bidders will be held to have compared the Sites with Bid Documents and have satisfied themselves to all conditions affecting the execution of the Work/Project.

1.23 EXAMINATION OF BID DOCUMENTS

- A. A mandatory bidder’s conference will be held per the schedule of events for answering questions from the Bidders and reviewing the site and existing conditions/system. The location of the Bidder’s conference is:

Troy High School

Media Center

4777 Northfield Pkwy, Troy, MI 48098

(Enter through the main entrance and someone will direct you to the Media Center)

- B. Before submitting a Bid Proposal, each Bidder shall examine the RFP documents carefully and shall read the Specifications and the Bid Documents. Each Bidder shall gather complete information prior to bidding as to existing conditions and limitations under which the Work/Project is to be performed and shall include in its Bid Proposal a sum to cover the cost of items necessary to perform the Work/Project as set forth in the Bid Documents.
- C. No allowance or additional fees will be made to a Bidder because of lack of such examination or knowledge. The submission of a Bid Proposal will be considered as conclusive evidence that the Bidder has made such examination. An on-site-inspection of the Sites during the Bidder’s Conference will be for all Bidders and their subcontractors, if any. Vendors may use subcontractors in connection with the Work/Project performed under this RFP provided the Owner has approved the subcontractors. In using subcontractors, the Vendor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

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### 1.24 REQUESTS FOR CLARIFICATION

- A. Bidders may request that the Owner clarify information contained in this RFP. All such requests must be made in writing via email to Eric Helsel, Convergent Technology Partners, at [ehelsel@ctpartners.net](mailto:ehelsel@ctpartners.net). Only a written interpretation or correction by Addendum shall be binding on Bidders. No explanations or interpretations requested or made orally will be considered binding. All questions will be responded to in writing. Requests for Clarifications and inquiries may only be made via email – **please note in the subject line the RFP name**. The deadline for all Requests for Clarification is per the Schedule of Events. The aggregated answers to all Requests for Clarification will be provided in an addendum to the RFP which will be issued and posted on the District’s web site at [www.troy.k12.mi.us](http://www.troy.k12.mi.us) no less than three (3) business days prior to the bid opening date for all potential proposers to view.

### 1.25 BIDDING PROCEDURES

- A. All Bids Proposal must be submitted on the Bid Proposal Forms provided as part of the Bid Documents and in accordance with the Advertisement to Bid and Instructions to Bidders. Bidders must provide a complete list of proposed subcontractors (one per discipline) as indicated on the Bid Forms. Listing two or more subcontractors per discipline will be grounds for disqualification.
- B. All Bidders must provide a proposal for the Base Bid that meets or exceeds the specifications set forth in this RFP. However, all Bidders may suggest Alternates if it is felt that the Alternate proposal better suits the intent of this RFP. Any Alternate must be listed as such with separate pricing sheets. Any variance of the feature/functionality of the Base Bid must be identified in any Alternates proposed.
- C. Prior to the due date for bid proposals, all Addenda will be available for inspection wherever the Bid Documents are kept available for that purpose. No Addendum will be issued later than three (3) days prior to the due date for bid proposals. It is each Bidders responsibility to ascertain prior to submitting a Bid Proposal that he/she has received all Addenda issued and shall acknowledge their receipt in their Bid Proposal Form.
- D. All Bids must be signed as follows:
1. Corporations: Signature of an officer of the firm who is authorized to bind the corporation.
  2. Partnerships: Signature of one partner who is authorized to bind the firm and all of its Partners.
  3. Bids submitted by Joint Ventures shall be signed by one of the Joint Ventures and shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all the Joint Ventures. If a certified copy of the Joint Venture's certificate submitted with the Bid Proposal indicates that all Joint Ventures have signed, no authorization is required.

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4. Individuals signing on own behalf: No authorization is required.
  5. Individual signing on behalf of another: Power of Attorney or comparable evidence of authority shall accompany Bid.
- E. Bid proposals shall be prepared on unaltered Bid Forms which are a part of this RFP. Beyond listing of exceptions, bidders shall make no additional stipulations on the Bid Form nor qualify the Bid Proposal in any other manner. Unauthorized conditions, limitations, or provisions attached to the Bid Proposal will be cause for rejection of the Bid Proposal. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the Bidder. No additional charges, other than those listed on the Bid Proposal Form and other Bid submissions, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all Sites, insurance, payment and performance bonds, unpacking, setup, installation, operation, testing, cleanup, training and all other requirements contained in the bid documents.
- F. Bids shall be submitted in a sealed envelope. Identified on the face of the envelope:
1. Project name
  2. Name and address of Bidder
  3. Notation "THS MEDIA CENTER AV RFP #9926"
- G. No responsibility shall attach to the PSC, the Owner, or the authorized representatives of either one, for the premature opening of any Bid Proposal which is not properly addressed, delivered and/or identified. In such event, that Bid Proposal will not be considered, and the Bidder will be automatically disqualified from consideration.
- H. Negligence in preparation, improper preparation, errors in and/or omissions in the Bid Proposal shall not relieve the Bidder from fulfillment of all applicable obligations and requirements of contained in the Bid Documents.
- I. The Owner or PSC in making copies available of the Bid Documents to Bidders do so only for the purpose of obtaining bid proposals on the project and do not confer a license or grant of use to a Bidder for any other purpose.
- J. All Bidders must complete, sign and return the attached "FAMILIAL DISCLOSURE AFFIDAVIT" and "IRAN SANCTIONS AFFIDAVIT" with their Bid Proposal.
- K. Bidders must include a Bill of Material (BOM), along with installed line item pricing for all components proposed, including maintenance and support, with the total listed where indicated in the Bid Proposal Forms. Failure to provide the BOM with line-item pricing may result in disqualification of the Bid proposal.
- L. The Owner considers this RFP legally binding and will require that this Request for Proposal and the Bid Proposal be incorporated by reference into any subsequent Contract between the Contractor and the Owner. It should be understood by the

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Bidder that this means that the Owner expects the Bidder to satisfy all requirements and specifications contained in the RFP. Any exceptions to the RFP must be explicitly noted in the Bid Proposal. Lack of listing all exceptions will be considered acceptance of all specifications as presented in this RFP.

### 1.26 SUBSTITUTIONS

- A. Each Bid Proposal shall be based upon equipment described in the Bid Documents.
- B. In addition to the Base Bid, the submission of Alternates is acceptable. If a Alternate is submitted for consideration, it shall be expressed on the Bid Form as an "add" or "deduct" amount from the Base Bid. If a Alternate is submitted, the Bidder shall also submit enough information in the form of drawings, specifications, and a complete description of the proposed substitute, the cost savings or advantages. Additionally, provide the name of the material or equipment for which it is substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation, enough for analysis of the Alternate. The Owner reserves the right to unilaterally accept or reject, in whole or in part, any Alternates.

### 1.27 CONSIDERATION OF BIDS

- A. The Bidder acknowledges the right of the Owner to accept or reject any or all Bid proposals, in whole or in part, with or without cause, to waive any irregularities or informalities in this RFP process or any Bid Proposal, and to award the contract to other than the low bidder. In addition, the Bidder recognizes the right of the Owner to reject a Bid Proposal:
  - 1. If the Bidder fails to furnish any required Bid Security, or to submit the data required by the Bid Documents; or
  - 2. If the Bid Proposal is in any way incomplete (see checklist on bid form) or irregular; or
  - 3. If the Bidder's performance was unsatisfactory under a prior contract for the construction, repair, modification, or demolition of a facility with the Owner, or a contractor in privacy of contract with the Owner, which was funded, directly or indirectly, by the Owner
- B. The Owner shall have the right to accept Alternates in any order or combination and to determine the lowest qualified Bid based on the sum of the base bid and the Alternates accepted.
- C. Once the contract is awarded to the Contractor, the contract is contingent upon Owner's Board approval and the Contractor providing the Owner with all documents required by the RFP prior to commencement of the Work/Project (i.e. Insurance Certificates, etc.). Further, the Owner reserves the unrestricted right to modifying the contract amount by changing the scope of Work/project and/or components. Any such action will be taken before specific work on a building or on a project component has commenced. Contract amount shall be reduced or increased based on the unit pricing values.

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- D. Bidders to whom an award of a contract is under consideration shall submit to the Owner upon his/her request a properly executed Contractor's Qualification Statement, AIA Document A305 or other information format specified by the Owner.

1.28 TAXES

- A. Installation services for the tangible personal property purchased by the Owner is not subject to sales taxation. Moreover, the Owner is exempt from taxation on all tangible personal property purchased by the Owner for its use and consumption; however, this exemption would not apply to any materials required under the Bid Documents that are deemed to be a component of a construction/improvement project to the Owner's Sites/Facilities. All prices submitted on the Bid Proposal Form shall be inclusive of all applicable taxes.

1.29 PERMITS AND FEES

- A. All prices submitted on the Bid Proposal Form shall be inclusive of any and all Applicable and/or required permits and fees.

1.30 MICHIGAN RIGHT-TO-KNOW LAW

- A. All Contractors must conform to the provisions of the Michigan Right-To-Know Law, 1986 PA 80, which requires employers to:
  - 1. Develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers, and development and availability of Material Safety Data Sheets.
  - 2. Provide training for employees who work with these chemicals; and
  - 3. Develop a written hazard communications program.
- B. The law also provides for specific employee rights. These include:
  - 1. The right to be notified (by employer or Contractor posting) of the location of Safety Data Sheet (SDS);
  - 2. The right to be notified (by employer or Contractor posting) of new or revised SDS no later than five working days after receipt; and
  - 3. The right to request copies of SDS from their employers or Contractors.
- C. Provisions of Michigan's Right-to-Know Law may be found in those sections of the Michigan Occupational Safety and Health Act (MIOSHA), which contain Right-to-Know provisions, and the Federal Hazard Community Standard, which is part of the MIOSHA Right-to-Know Law through adoption.

1.31 QUALIFICATIONS

- A. The system Contractor must be a factory-authorized representative or distributor of equipment used in the system(s) bid. Further, this contractor must have a minimum of five years of experience in the specific application of the equipment proposed for these systems.

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- B. The contractor shall maintain permanent service facilities within 150 miles of the owner's facility capable of furnishing adequate inspection and service to the system. The facilities shall include a permanent source of factory trained service technicians experienced in servicing the associated system bid and shall provide warranty and manufacturer suggested maintenance service to afford the Owner maximum coverage. The contractor shall also provide a central source of support to guarantee immediate answers to Owner's problems and questions.
  - 1. The Vendor shall maintain at their facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the equipment being supplied.
- C. The contractor shall be experienced in all aspects of this work and shall be required to demonstrate direct experience on recent systems of similar type and size. The contractor shall own and maintain tools and equipment necessary for successful installation and testing of the systems bid and have personnel who are trained and certified in the use of such tools and equipment.

1.32 WITHDRAWAL OF BIDS

- A. A Bidder may withdraw its Bid Proposal by written request from an authorized Bidder representative, at any time prior to the due date of bid proposals.
- B. No Bidder may not withdraw a Bid Proposal for a period of ninety (90) calendar days, following the due date for receipt of bid proposals, and all bid proposals shall be subject to acceptance by the Owner during this ninety (90) day period.

1.33 EXECUTION OF CONTRACT

- A. The Contractor to whom the contract is awarded shall, within ten (10) calendar days after Notice of Award and receipt of the contract from the Owner, execute and deliver required copies to the Owner.
- B. At or prior to delivery of the executed Contract, the Contractor to whom the contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Bid Documents and such Labor and Materials Payment Bonds and Performance Bond as are required by Owner and any other documents required by this RFP.
- C. **The Owner shall approve the provided Bonds and Certificates of Insurance before the Contractor may proceed with the Work/Project.** Failure or refusal to provide Bonds, Certificates of Insurance or any other documents required by this RFP in a form(s) satisfactory to the Owner shall subject the Contractor to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

1.34 POST BID INFORMATION

- A. Bid Form(s) shall be submitted as indicated in the Bid Documents. The Bid Form(s) requires all proposed subcontractors for the project to be named; no more than one per discipline.



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1.35 TIME OF COMPLETION

- A. The Bidder agrees to complete the Work within the timeframes listed in the Schedule of Events.

1.36 EQUAL OPPORTUNITY

- A. The Contractor and all its subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

PART 2 - PRODUCT – NOT USED

PART 3 - EXECUTION

3.1 SITE REQUIREMENTS

- A. No systems will not be taken off-line or removed from service during normal working hours or scheduled board room usage without coordination of the Owner's representative, and the staff of the affected building. Arrangements must be made by the Contractor to coordinate any such activities.
- B. Applicable Codes, Standards, Best Practices, Industry Norms
  1. All Work performed on this Project will be installed in accordance with Audiovisual and Integrated Experience Association™ (AVIXA) best practices and standards, the current edition of the National Electrical Code®, the current edition of the BICSI Telecommunications Distribution Methods Manual, the current edition of the BICSI Cabling Installation Manual, the latest issue of the ANSI/TIA/EIA Standards as published by Global Engineering Documents as TIA/EIA Commercial Building Telecommunications Standard, and all local codes and ordinances.
  2. All ceiling or wall hung equipment (i.e. - Displays) must meet all ADA requirements.

3.2 QUALITY ASSURANCE

A. Project Manager

1. The Contractor will provide a full-time Project Manager will who will act as a single point of contact for all activities regarding this Project. The Project Manager must be a management employee and will not be involved in personally performing craft installation Work
2. The Project Manager is required to attend necessary meetings for coordination.
3. The Project Manager will be required to make on-site decisions regarding the scope of the Work and any changes required by the Work.
4. The Project Manager will be totally responsible for all aspects of the Work and shall have the authority to make immediate decisions regarding implementation or Owner approved changes to the Work.

B. Compliance with Laws and Regulations

1. The Contractor performance of the Work shall comply with all applicable federal, state, and local laws, rules, and regulations and Owner policies, procedure, rules and regulations. The Contractor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to the Owner, all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, the Contractor shall pay all fines and penalties; including attorney's fees and other defense costs and expenses in connection therewith.

C. Federal Communications Commission

1. Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

D. Codes, Standards, and Ordinances

1. All Work shall conform to the latest edition of the National Electrical Code®, Michigan Electrical Code, the Building Code, and all local codes and ordinances, as applicable. ANSI/TIA/EIA-568 and ANSI/TIA/EIA-569 shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation. The Contractor is wholly responsible to meet or exceed all codes, standards, regulation, manufacturer installation standards and industry best practices.

3.3 SAFETY

- A. The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the Work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the Owner from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on the Owner because of the Contractor, or its subcontractor, or supplier's failure to comply with the regulations stated herein.

3.4 INSPECTION, ACCEPTANCE, AND TITLE

- A. Inspection and Acceptance will be upon successful installation unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the Owner, unless loss or damage results from negligence by the Owner. If the materials or services supplied to the Owner are found to be defective or do not conform to the specifications, the Owner reserves the right to cancel the Contract upon written notice to and return products at the Contractor's expense, based upon the terms of the Contract.

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1. When the Owner is referred to in this section of the RFP relative to inspections, the Owner has designated the PSC as the party to perform such inspections on behalf of the Owner. Notwithstanding the above, the Owner may also perform such inspections along with the PSC.
- B. The Owner shall at all times have access to the Work wherever it is in preparation or in progress and shall provide proper facilities for such access and for inspection.
- C. The Contractor shall not close up any Work until the Owner or AHJ (if applicable) has inspected the Work. Should the Contractor close up the work prior to inspection by The Owner or AHJ (if applicable), the Contractor shall uncover the Work for inspection at no cost to the Owner, and then recover the Work according to the specifications contained herein. The Contractor shall notify the Owner or AHJ (if applicable) in writing when the Work is ready for inspection. The Owner or AHJ (if applicable) will inspect the Work as expeditiously as possible after receipt of notification from the Contractor.

### 3.5 STATUS REPORTS, MEETINGS AND COORDINATION

- A. It shall be the Contractor's responsibility to provide the Owner / PSC with written weekly project status reports while actively engaged in craft work and a summary report at the beginning of periods of inactivity between phases or construction delays noting status at that time and expected date of return to work in addition to the requirements listed below. These reports are required and shall include, but not be limited to:
  1. Project completion percentage.
  2. All problems that were encountered.
  3. Any foreseeable problems that may arise.
  4. Work completed during the previous period and work scheduled for the next period.
  5. General status of the project
- B. The Owner / PSC reserves the right to hold additional status meetings on a regular basis with the Contractor's Project Manager.

END OF SECTION

## COMMON WORK RESULTS FOR COMMUNICATIONS

### *REFERENCE*

PART 1 - GENERAL

1.1. SUMMARY

A. The successful bidder/contractor (hereafter referred to as the Contractor) shall supply equipment, materials, labor, and services to provide the following systems including, but not limited to:

1. Grounding of communications systems components.
2. Labeling of all cabling, terminations and equipment
3. Testing and test documentation as indicated in each Section.
4. Fire stopping.
5. Extended warranty and manufacturer's certification of systems, products, and labor.

B. Provide all equipment, materials, labor, whether specifically mentioned or not, which are necessary to complete or perfect all parts of the installation. Ensure that they are in compliance with requirements stated or reasonably inferred by the contract documents.

1.2. RELATED SECTIONS

A. Section AV TECHNOLOGY

1.3. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this section.

B. As indicated in each section.

1.4. REFERENCES

A. Local Codes and Standards - all applicable

1. Anywhere low-voltage cabling Standards conflict with electrical or safety Codes, Contractor shall defer to NEC and any applicable local codes or ordinances, or default to the most stringent requirements listed by either. Knowledge and execution of applicable codes is the sole responsibility of the Contractor. Any code violations committed at the time of installation shall be remedied at the Contractor's expense. Contractor is responsible to bring any perceived conflicts between project documents and referenced Standards or Codes to the attention of the PSC for resolution.

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- B. Contractors shall adhere to latest ratified editions of the following; this list is not all inclusive:
1. American Society for Testing and Materials (ASTM)
  2. American National Standards Institute (ANSI)
  3. Insulated Cables Engineers Association (ICEA)
  4. National Electrical Manufacturers Association (NEMA)
  5. Institute of Electrical and Electronics Engineers (IEEE)
    - a. National Electric Safety Code (NESC IEEE C2)
  6. American National Standards Institute (ANSI) Telecommunications Industry Association (TIA)
    - a. ANSI/TIA 455-78 - Optical Fibers – Part 1-40: Measurement Methods and Test Procedures – Attenuation
    - b. ANSI/TIA-526-7 (OFSTP-7)- Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant – OFSTP-7
    - c. TIA/TSB 140 - Additional Guidelines for Field-Testing Length, Loss and Polarity of Optical Fiber Cabling Systems
    - d. ANSI/TIA-568- Commercial Building Telecommunications Cabling Standard
    - e. ANSI/TIA-568 - Balanced Twisted-Pair Telecommunications Cabling and Components
    - f. ANSI/TIA-568: Optical Fiber Cabling Components
    - g. ANSI/TIA-569 - Telecommunications Pathways and Spaces
    - h. ANSI/TIA-598- Optical Fiber Cable Color Coding
    - i. ANSI/TIA-606 - Administration Standard for Telecommunications Infrastructure
    - j. ANSI/TIA-607 - Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises
    - k. ANSI/TIA-758 – Customer-Owned Outside Plant Telecommunications Cabling Standard
    - l. ANSI/IEE E 1100 Recommended Practice for Powering and Grounding Electronic Equipment
    - m. ANSI NECA 1 Standard For Good Workmanship In Electrical Construction

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7. ISO/IEC 11801– Information Technology – Generic Cabling For Customer Premises
  8. NFPA 70 National Electrical Code (NEC) As adopted by the State of Michigan 2019
  9. Rural Utility Services (USDA – RUS)
  10. Restriction of Hazardous Substances Directive 2002/95/EC (RoHS)
  11. Underwriters Laboratories (UL)
    - a. UL 2024A Optical Fiber Cable Routing Assemblies for non-metallic cable pathways
  12. NEMA VE1/CSA22.2 Metal Cable Tray systems for ladder rack and cable tray systems
  13. Building Industry Consulting Services International (BICSI)
    - a. Telecommunications Distribution Design Manual (TDMM)
    - b. Information Technology Systems Installations Methods Manual (ITSIMM)
    - c. BICSI – Outside Plant Design Reference Manual (OSPDRM)
- C. Federal, state, and local codes, rules, regulations, and ordinances
1. The Contractor shall perform all work according to Federal, State, and local codes, rules, regulations, and ordinances governing the work. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply. OSHA Standards and Regulations – all applicable
  2. Anywhere low-voltage cabling Standards conflict with electrical or safety Codes, Contractor shall defer to NEC and any applicable local codes or ordinances, or default to the most stringent requirements listed by either. Knowledge and execution of applicable codes is the sole responsibility of the Contractor. Any code violations committed at the time of installation shall be remedied at the Contractor’s expense. Contractor is responsible to bring any perceived conflicts between project documents and referenced Standards or Codes to the attention of the Owner and Owner’s PSC for resolution.
- D. Manufacturers’ Recommendations
- E. Best Practices and Industry Norms
- F. Others as indicated in each section.

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1.5. QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled, meeting the National Electrical code or National Building Code and tested by a qualified testing agency, and marked for intended location and application
- B. Telecommunications Pathways and Spaces: Comply with TIA-569, the National Electrical Code and the National Building Code.
- C. Grounding: Comply with ANSI/TIA-607 and the National Electrical Code.
- D. Warranty
  - 1. See Section 270500 "Common Work Results for Communications".

1.6. PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior equipment cable until spaces are enclosed and weather-tight, wet work in spaces is complete and dry, and work above ceilings in IT spaces is complete.
- B. This contractor shall examine the conditions under which the system installation is to be performed and notify the Owner's Representative or Design Professional in writing of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to provide a workmanlike installation.
- C. Review areas of potential interference and resolve conflicts before proceeding with the work. Coordinate ceiling layout and wall layout and other work that penetrates or is supported throughout the space of the building. All work shall be flush and workmanlike in all finished areas.

1.7. COORDINATION

- A. Coordinate layout and installation of communications equipment with Owner's telecommunications and LAN equipment and service suppliers.
- B. Coordinate service entrance arrangement with local exchange carrier.
- C. Meet jointly with other equipment suppliers, local exchange carrier representatives, and Owner to exchange information and agree on details of equipment arrangements and installation interfaces.
- D. Coordinate all work with:
  - 1. Owner and Construction Manager for available work hours, existing credential holder data base transition and programming.
  - 2. Owner IT department for integration with the Owner's network and installation of the Central database server in the server room

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3. Others as required – Fire Alarm Vendor, Intrusion Detection Vendor, Elevator Vendor etc.
  - E. Record agreements reached in meetings and distribute them to other participants.
  - F. Adjust arrangements and locations of distribution frames, cross -connects, and patch panels in equipment rooms to accommodate and optimize arrangement and space requirements of telephone switch and LAN equipment.
  - G. Adjust arrangements and locations of equipment with distribution frames, cross-connects, and patch panels of cabling systems of other communications, electronic safety and security, and related systems that share space in the equipment room.
  - H. Coordinate location of power raceways and receptacles with locations of communications equipment requiring electrical power to operate.
- 1.8. PERMITS, FEES, and CERTIFICATES OF APPROVAL.
- A. The Contractor SHALL make application and pay for all required permits.
  - B. As prerequisite to final acceptance, the Contractor shall supply to the owner certificates of inspection from an inspection agency acceptable to the owner and approved by local municipality and utility company serving the project.
  - C. As indicated in each section.
- 1.9. DEFINITIONS
- A. PSC – Professional Services Contractor (Convergent Technology Partners)
  - B. As indicated in individual sections
- 1.10. SUBMITTALS
- A. Shop Drawings:
    1. Provide cable routing diagrams.
    2. Provide logical fiber optic diagrams.
    3. Show patch panel numbering for all patch panels.
    4. Provide a schedule of materials list with quantities and manufactures indicated for all materials installed in the project.
    5. Provide system block diagram including interconnection and numbering of all connections.
    6. Provide fabrication drawings for any proposed custom-built equipment.
    7. Submit for initial review 3 weeks after notice to proceed and for final review at substantial Completion.



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B. Product Data:

1. Provide manufacturer's product data specifications sheets indicating products being submitted and any long lead time items.
2. Provide submittals for products with long lead times (4) weeks prior to ordering the materials.
3. Provide submittals (3) weeks after receiving notice to proceed and prior to installation of any of the product.

C. Schedule

1. Submit a coordinated schedule (3) weeks after notice to proceed to include the following:
  - a. Preconstruction meeting and walkthrough.
  - b. Start and duration of system milestones.
  - c. Punch List.
  - d. Final Punch List.

D. Cable Test Results:

1. Category X UTP cable: test per current version of TIA 568 and associated addenda, TSB and errata using the Permanent Link method.
2. All Fiber Optic Testing shall be submitted to the engineer and copies to the Owner's Representative for all fibers furnished as part of this installation
  - a. Submit manufacturer's test reports for each reel of cable provided prior to installation, including on-reel test results at 1310 and 1550nm for single-mode.
  - b. Submit Contractor's OTDR or Power Meter/Light Source test results after bundled fiber terminations are installed. (Required for 4th Level Extended Warranties)
  - c. All optical fibers shall be tested for continuity and attenuation both before and after installation.
  - d. All newly installed fiber optic cable and components for network equipment use must be rated and installed to comply with the IEEE 802.3z1000Base-X Ethernet Gigabit Standard.
  - e. All fiber optic backbone cables shall home-run either through conduit, utilize an interlocking armor outer jacket or inner duct from each Entrance Facility (EF) to the Main Telecommunications Equipment Room (ER), which houses the data switching equipment. The standard inter-

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building fiber optic backbone shall consist of single- mode fiber optic cable to all buildings. All OSP fiber optic cable installed underground shall be waterproofed utilizing dry waterproofing compounds, no gel filled cables will be allowed.

- f. Submit soft copy of test results for all fiber optic cable OTDR test results on USB or other suitable electronic format and in pdf format. Test results in comma separated variable (CSV) format shall be used whenever possible. Provide proprietary software on the digital media to enable viewing of the soft-copy test results. (Required for 4th Level Extended Warranties)
- E. Project Record Drawings
1. Submit project record documents at Contract Closeout.
  2. The contractor shall deliver three (3) sets of as-built drawings to the owner within four (4) weeks of completion of the project. A set of as-built drawings shall be provided to the owner in suitable electronic form (i.e., USB) and utilizing software that is acceptable to the owner and PSC. The contractor shall deliver the digital media to the owner/PSC within six (6) weeks of completion of the project.
    - a. As-built Drawings must contain;
      - 1) Distances for segments/cable runs
      - 2) Labeling
      - 3) Cable locations by type, with optical fiber showing strand count
- F. Submit, within 3 weeks after notice to proceed, the names and qualifications of those persons who will have management and supervisory positions over the employees on the job site. Submit the name of the supervisory person who will be on the job site daily and have responsibility for day-to-day decisions. Submit the name of the person who will attend meetings and have authority to make decisions for issues and requirements that arise from such meetings.
- G. Upon request by the engineer/designer (PSC), the Owner, and/or the Owner's representative will furnish a list of references with specific information regarding the type of project and involvement in providing other products and/or support equipment used on this project.
- H. Where equipment and materials have industry certification, labels, or standards (i.e., NEMA-National Electrical Manufacturer's Assn.), this equipment shall be labeled as certified or complying with the standards.

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- I. Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout.
  1. All hardware proposed must be the current offering of the manufacturer and receive the highest level of standard support offered by the manufacturer. Factory refurbished hardware which is in "new condition" as well as used, shopworn, prototype, demonstrator models, etc. are not acceptable.
  2. The System must consist of standards-based products or components whose performance, reliability, and maintainability can be demonstrated.

1.11. QUALITY ASSURANCE

- A. Submit documentation with the bid listing the names of employees that will be used on this project indicating their experience, level of expertise, and certificates of training.
- B. Complete Quality Assurance requirements.
- C. Submit documentation from the manufacturer of the optical fiber cable and components that they are either ISO 9000 or TL9000 Certified.

1.12. WARRANTY

- A. Submit at project closeout, a signed and registered product warranty and applications assurance. See individual (system) Sections for warranty requirements.
- B. All software required to run or view the test data must accompany the application.
- C. Copies of as built drawings must be submitted to the manufacturer via electronic or hard copy. (Drawings must be in AutoCAD or Visio)
- D. Submit a statement, at notice to proceed, of any Contractor warranties in addition to the manufacturer's stated and supplied warranties. Submit at closeout signed copies of the Contractor provided warranties that are in addition to manufacturer's stated and supplied warranties.

1.13. DELIVERY, STORAGE, AND HANDLING

- A. Protect equipment during transit, storage, and handling to prevent damage, theft, soiling, and misalignment. Coordinate with the owner for secure storage of equipment and materials.
- B. Do not store equipment where conditions fall outside manufacturer's recommendations for environmental conditions.

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- C. Follow manufacturer's recommended procedures for storage of materials & equipment.
- D. Do not install damaged equipment; remove from site and replace damaged equipment with new equipment.

1.14. SEQUENCE AND SCHEDULING

- A. Refer to Schedule of Events and Submittals Section above.
- B. Coordinate schedule and activities with Owner/ PSC/ General Contractor / Construction Manager.

1.15. USE OF THE SITE

- A. Use of the site shall be at the owner's direction in matters in which the owner deems it necessary to place restriction.
- B. Access to building wherein the work is performed shall be as directed by the owner.
- C. The owner will occupy the premises during the entire period of construction for conducting his or her normal business operations. Cooperate with the owner to minimize conflict and to facilitate the owner's operations.
- D. Schedule necessary shutdowns of plant services with the owner and obtain written permission from the owner.
- E. Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits, and operations of the owner.

1.16. CONTINUITY OF SERVICES

- A. Take no action that will interfere with, or interrupt, existing building services unless previous arrangements have been made with the owner's representative. Arrange the work to minimize shutdown time
- B. Owner's personnel will perform shutdown of operating systems. The contractor shall give three (3) days' advance notice for systems shutdown.
- C. Should services be inadvertently interrupted, immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service.

PART 2 - PRODUCTS

2.1. MANUFACTURERS

- A. Provide products as indicated in individual articles.
- B. Where no manufacturer is specified, provide products of manufacturers in compliance with requirements.

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- C. Provide proof the manufacturer selected has successfully had these same products installed at other facilities and provide references with name, title, address, phone number & e-mail address of each point of contact within each referenced account.
- D. Provide proof the manufacturer has 20 years or more of designing, manufacturing and providing fiber optic cables, within the continental United States.
- E. Provide proof the manufacturer is located within the U.S., is incorporated within the U.S. and that the major products (fiber optic cables, cable assemblies and termination hardware) are manufactured within the U.S.
- F. Substitutions: Substitution requests will be considered only if submitted to Owner's Representative not less than 7 working days prior to project bid date. Acceptance or rejection of proposed substitution is at Owner's Representatives sole discretion. No exceptions. Requests for substitutions shall be considered not approved unless approval is issued in writing by Owner's Representative.
- G. Rejection: For equipment, cabling, wiring, materials, and all other products indicated or specified as no substitutions or no Alternates, Owner does not expect nor desire requests for substitutions and Alternate products other than those specified. Owner reserves right for Owner's Representative to reject proposed substitution requests and submissions of Alternates without review or justification.

PART 3 - EXECUTION

3.1. PRE-INSTALLATION SITE SURVEY

- A. Prior to the start of systems installation, The Contractor will meet at the project site with the owner's representative and representatives of trades performing related work to coordinate efforts. Review areas of potential interference and resolve conflicts before proceeding with the work. Facilitation with the general contractor shall be necessary to plan the crucial scheduled completions of the equipment rooms and telecommunications rooms.
- B. Examine areas and conditions under which the system is to be installed. Do not proceed with the work until satisfactory conditions have been achieved.
- C. Exact location cable terminations shall be field verified with owner.

3.2. HANDLING AND PROTECTION OF EQUIPMENT AND MATERIALS

- A. The contractor shall be responsible for safekeeping own materials and subcontractor's property, such as equipment and materials, on the job site. The owner assumes no responsibility for protection of above-named property against fire, theft, and environmental conditions.

TROY SCHOOL DISTRICT

3.3. CLEANUP

- A. Touch-up, repair or replace damaged products before substantial completion.
- B. All work materials shall be removed at the end of each workday and the work area left in the same condition as found. Upon completion of the work, the Contractor must remove all tools, equipment and all rubbish and debris from the premises and must leave the premises clean and neat.

3.4. FIRE STOPPING SYSTEMS

- A. Comply with TIA 569 and BICSI "Fire stop Systems" chapter

3.5. PROTECTION OF OWNER'S FACILITIES

- A. Effectively protect the owner's facilities, equipment, and materials from dust, dirt, and damage during construction.
- B. Protect installed products until completion of project
- C. Remove protection at completion of work.
- D. Should it be found by the engineer that the materials, or any portion thereof, furnished and installed under this contract fail to comply with the specifications and drawings, with respect or regard to the quality, amount of value of materials, appliances, or labor used in the work, it shall be rejected and replaced by the contractor, and all work distributed by changes necessitated in consequence of said defects or imperfections shall be made good at the contractor's expense.

3.6. INSTALLATION

- A. Prior to pulling cable through conduit, mandrel the conduits to remove foreign material before pulling commences.
- B. Only install cable in conduits or sleeves that have been reamed and bushed. If bushings are not present, provide and install same.
- C. Beginning installation means contractor accepts existing conditions.
- D. Contractor shall furnish all required installation tools to facilitate Cable installation without damage to the cable jacket. Such equipment is to include, but not be limited to, sheaves, winches, cable reels, cable reel jackets, duct entrance funnels, pulling tension gauges, and similar devices. All equipment shall be of substantial construction to allow steady progress once pulling has begun. Makeshift devices that may move or wear in a manner to pose a hazard to the cable or employees shall not be used.
- E. Cable pulling shall be done in accordance with cable manufacturer's recommended procedures and ANSI/IEEE C2 standards. Manufacturer's recommendations shall be a part of the cable submittal. Recommended pulling tensions

## TROY SCHOOL DISTRICT

and minimum bending radii shall not be exceeded. Any cable bent or kinked to a radius less than recommended shall not be installed.

- F. During cable pulling operation, an adequate number of workers shall be present to allow cable observation at all points of duct entry and exit as well as to feed cable and operate pulling machinery.
- G. Pulling lubricant shall be used to ease pulling tensions. Lubricant shall be of a type that is non-injurious to the cable material used. Lubricant shall not harden or become adhesive with age. (i.e. - Polywater)
- H. Avoid abrasion and other damage to cables during installation.
- I. All exposed cable shall be labeled at 35-foot (maximum) intervals with tags indicating ownership, cable type, and fiber type installed.

### 3.7. LABELING

- A. All labeling shall be in accordance with ANSI/TIA-606 unless otherwise noted by the owner or in individual sections.
- B. Mark up floor plans showing Cable routes, segments, Cable type, and marking of cables. Turn these drawings over to the owner two (2) weeks prior to move-in to allow the owner's personnel to connect and test owner-provided equipment in a timely fashion.
- C. The contractor shall deliver three (3) sets of as-built drawings to the Owner's Representative within four (4) weeks of completion of the project. A set of as-built drawings shall be provided to the owner in digital form (i.e., CD-ROM or other suitable format) and utilizing software that is acceptable to the owner. The contractor shall deliver the digital media to the owner within six (6) weeks of completion of the project.

### 3.8. COOPERATION

- A. The contractor shall cooperate with other trades and owner's personnel in locating work in a proper manner. Should it be necessary to raise or lower or move longitudinally any part of the work to better fit the general installation, such work shall be done at no extra cost to the owner, provided such decision is reached prior to actual installation. The contractor shall check location of electrical outlets with respect to other installation before installing.

### 3.9. TESTING AND ACCEPTANCE

- A. The equipment must meet or exceed the agreed acceptance criteria during a 30-day acceptance period, which begins on the installation (cut-over) date. The system will then be accepted following this successful 30-day period.
- B. Test procedures must meet manufacturer's standards and other standards as noted herein.

TROY SCHOOL DISTRICT

- C. The Contractor shall correct, in a timely manner, any failure to comply with Contract Documents as reasonably determined by Owner.
- D. If final acceptance is significantly delayed because of defective new equipment or because the installation is not in accordance with the Contract Documents, the Contractor shall pay for all the Owner's additional time and expenses resulting from the delay and any extensions of Acceptance Testing.
- E. As additionally indicated in each Section.
  - 1. The contractor shall provide written reports of all test data in written form to the owner and PSC.
    - a. All test data shall be submitted to the PSC/engineer for approval. The contractor shall notify the PSC/engineer at least one week in advance of the test date so that the PSC/engineer may be present.
  - 2. In the event that test results are not satisfactory, the contractor shall make adjustments, replacements, and changes as necessary and shall then repeat the test or tests that disclosed faulty or defective material, equipment, or installation method, and shall perform additional tests as the engineer deems necessary.
    - a. Tests related to connected equipment of others shall only be done with the permission and presence of the contractor involved. The contractor shall perform only that testing as required to prove the fiber connections are correct.

END OF SECTION



## AV TECHNOLOGY

### PART 1 - GENERAL REQUIREMENTS

#### 1.1 SUMMARY

- A. The Owner is seeking proposals for a 100%, turnkey AV Technology system for the Media Center in Troy High School. The successful bidder shall be required to design, furnish and install all equipment, accessories, and materials in accordance with these performance specifications and drawings to provide a complete and operating system.
- B. The AV Technology System shall be new, of modern design, and current standard production of the manufacturer(s).

#### 1.2 DESCRIPTION

- A. The Troy High School media center is currently being renovated and requires an AV system to support the new layout of the space. The renovation creates four spaces which include: Large Group Instruction, Mobile Technology, Café/Coffee Bar and a Tech/Genius Bar. All locations will include a local HDMI input to the display(s). There is a single presenter location in the large group instruction area that shall be able to overflow audio and video content to the Mobile Technology and Café/Coffee Bar displays from the one (1) presenter location.
- B. Presenter control shall be through a wall mounted programmable touch panel.
- C. Video - The following will be used to display content in each of the areas:
  - 1. Large Group Instruction – One (1) ceiling mounted projector and motorized screen (projector screen and installation by others)
    - a. Additionally, will have the ability to overflow to the mobile technology and Café/coffee bar displays.
  - 2. Mobile Technology – One (1) cart mounted flat panel display.
  - 3. Café/Coffee Bar – One (1) wall-mounted flat-panel display.
  - 4. Tech/Genius Bar – Two (2) wall-mounted flat-panel displays.
- D. Audio inputs
  - 1. Presentation content
  - 2. Wireless lavalier microphone
  - 3. Wireless handheld microphone
- E. Audio output
  - 1. Wall-mounted speakers for Large Group Instruction.
  - 2. Wall-mounted speakers in the Mobile Technology Area
  - 3. Speakers integral to flat panel displays Tech/Genius Bar

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4. Sound bar connected to display in a Café/Coffee Bar

1.3 WORK INCLUDED

1. Final system design
2. Provision of all labor and hardware, equipment, wiring and speakers and system programming required for a complete, 100% turn-key solution.
  - a. Includes raceway as required.
3. Any additional required data gathering.
4. Configuration and programming
5. Integration of motorized projector screen control within Crestron control system
6. Commissioning and demonstration

B. Work by Others:

1. Electrical
2. New projector screen in the new soffit at south end of large group instruction (Da-Lite Part Number: 29911L [https://www.legrandav.com/products/da-lite/screens/electric\\_screens/ceiling\\_recessed\\_electric\\_screens/tensioned\\_advantage\\_series?ID={FB8793A1-0110-4F67-9F76-10A869F5CBFF}](https://www.legrandav.com/products/da-lite/screens/electric_screens/ceiling_recessed_electric_screens/tensioned_advantage_series?ID={FB8793A1-0110-4F67-9F76-10A869F5CBFF}))

1.4 PROPOSALS

- A. The Bidder's proposal must also state in detail the extent to which the quoted system meets, exceeds, or fails to meet the following requirements. Provide as part of the bid proposal, a complete bill of materials with installed unit pricing, including catalog cuts and equipment configurations.
- B. The Contractor shall provide the services necessary to design, furnish, install, test, train, and to provide maintenance to support the AV Technology System conforming to acceptable industry standards. All work shall be in accordance with the intent of the specifications, and as required herein, to leave the AV Technology System 100% complete and in satisfactory operating condition, excluding those items listed under "Work by Others."

1.5 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract apply to this Section.

1.6 APPLICABLE CODES AND STANDARDS

- A. All devices of the system shall be listed by UL (Underwriters Laboratory). All components of the system shall bear the UL label.
- B. The system shall be installed in strict accordance with all the requirements of the NEC.
- C. The system shall be installed in strict accordance with the requirements of the Americans with Disabilities Act (ADA).

TROY SCHOOL DISTRICT

D. The system shall be installed in strict accordance with the requirements of all other applicable codes as well as all Federal, State and local codes.

E. Per Section *COMMON WORK RESULTS FOR COMMUNICATIONS* included herein

1.7 QUALITY ASSURANCE

A. All items of equipment shall be designed by the manufacturer to function as a complete system and shall be accompanied by the manufacturer's complete service notes and drawings detailing all interconnections. System components shall be the standard product of one manufacturer to maintain continuity in manufacturer. Establish common sources for equipment of all systems.

1. The Vendor shall show satisfactory evidence, upon request, that the Vendor maintains a fully equipped service organization capable of furnishing adequate inspection and service to the system. The Vendor shall maintain at his facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the equipment being supplied.
2. Installation and startup of all systems shall be under the direct supervision of a local Vendor regularly engaged in installation, repair, and maintenance of such systems. The Vendor shall be accredited by the proposed equipment manufacturers.
3. The Vendor providing equipment shall be responsible for providing all specified equipment and mentioned services for all equipment as specified herein. The Vendor must be a local authorized distributor of all specified equipment for single source of responsibility and shall provide documents proving such. The Vendor must provide written proof that the Vendor is adequately staffed with factory-trained technicians for all of the specified equipment. The Vendor must have established business for and currently be providing all services for the equipment.
4. The Vendor shall guarantee availability of local service by factory-trained personnel of all specified equipment from an authorized distributor of all equipment specified under this section. Support and Maintenance shall be provided at no cost to the purchaser for a period of one (1) year (parts and labor) from date of acceptance unless damage or failure is caused by misuse, abuse, neglect, or accident.
5. The Vendor shall, at the Owner's request, make available a service contract offering continuing factory authorized service of the system after the initial warranty period.
6. The Vendor is responsible for all cost associated with proper installation, termination, configuration, programming, impedance and load matching of all system components.

1.8 ADMINISTRATIVE REQUIREMENTS

TROY SCHOOL DISTRICT

- A. Co-ordination: Co-ordinate work of this Section with communications and electronics work and with work of other trades for proper time and sequence to avoid construction delays.
  - B. Pre-installation (Kick-off) Meeting: Convene pre-installation meeting after Award of Contract and before starting work of this Section to verify project requirements, final system design, schedule, coordination with other construction trades and to review manufacturer's written installation instructions.
  - C. Notify attendees two weeks prior to meeting and ensure meeting attendees include as minimum:
    - 1. Owner
    - 2. Consultant
    - 3. Subcontractor
  - D. Ensure meeting agenda includes review of methods and procedures related to insulation installation including co-ordination with related work.
  - E. Record meeting proceedings including corrective measures and other actions required to ensure successful completion of work and distribute to each attendee within 1 week of meeting.
- 1.9 SUBMITTALS
- A. Pre-installation
    - 1. System-wide design schematics
    - 2. Shop drawings: These drawings shall include the manufacturers' specification sheets, including all component parts.
    - 3. Wiring diagrams, detailing wiring for power, signal, and control
    - 4. Data sheets of proposed equipment
      - a. All material and/or equipment necessary for the proper operation of the system, even if not specifically identified in the contract documents, shall be deemed part of this contract.
  - B. Post installation
    - 1. Post installation test results and reports as indicated herein
    - 2. As-built drawings: They should include up-to-date drawings including any changes made to the system during installation. Circuit diagrams and other information necessary for the proper operation and maintenance of the system shall be included.
    - 3. Submit a certificate of completion of installation and service training.
    - 4. Manuals, Maintenance and Operations information
    - 5. Warranty information

## TROY SCHOOL DISTRICT

### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in factory boxes. Store in clean, dry space in original boxes. Protect products from fumes and construction traffic. Handle carefully to avoid damage. The District will not accept deliveries or store equipment.
- B. Contractor shall provide off-site storage – the district will not accept deliveries or provide storage. The Contractor shall deliver to sites as equipment is needed for the installation.

### 1.11 IN-SERVICE TRAINING

- A. The Vendor shall provide training with this system. These sessions shall be broken into segments that will facilitate the training of individuals in the operation of this system. Operators Manuals and Users Guides shall be provided at the time of this training.
- B. The contractor shall supply up to 2 hours of onsite user training. User training shall consist of operation of all system functions and scheduling software.
  - 1. All training shall be on a live and fully operational system.
- C. The contractor shall supply up to 2 hours of technical training for District Technology staff for routine administration, maintenance, and troubleshooting.
  - 1. Train Owner's maintenance personnel in the procedures and schedules involved in operating, troubleshooting, servicing, and preventative maintenance of the system. Operators Manuals and Users Guides shall be provided at the time of this training.
  - 2. All training shall be on a live and fully operational system.
- D. Schedule training with Owner, with at least seven (7) days advance notice

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. The intent of this performance specification is to establish a standard of quality, function and features. It is the responsibility of the bidder to ensure that the proposed product meets or exceeds every standard, feature and functionality set forth in these specifications.
- B. The Vendor is responsible for all patch cords, connecting cords/wiring required.
- C. The Vendor for this work shall be held to have read all Bidding Requirements, the General Requirements, and Contract Proposal Forms; and in the execution of this work, he will be bound by all the conditions and requirements therein.
- D. The Vendor shall be responsible for providing a complete functional system including all necessary components whether indicated in this specification or not.
- E. In preparing the bid, the bidder should consider the following:
  - 1. No claim will be made against the Owner for any costs incurred by the bidder for any equipment demonstrations which the Owner requests.

TROY SCHOOL DISTRICT

2. Any prior approval of an Alternate system does not automatically exempt the Vendor from the intent of these specifications. Failure to comply with the operational and functional intent of these specifications may result in the total removal of the Alternate system at the expense of the Vendor.

2.2 MANUFACTURERS

- A. Control system and touch panel
  1. Crestron
- B. Processor
  1. Crestron
- C. Wireless audio system
  1. Shure
  2. Approved equivalent
- D. Projector and lens
  1. Epson PRO L1490
  2. EPSON Middle Zoom Lens #3 for Pro G7000 and L1000 (ELPLM10)
  3. Approved equivalent
- E. Projector mount
  1. Chief
  2. Approved equivalent
- F. Displays
  1. LG UT640S series
  2. Approved equivalent
- G. Display adjustable tilt wall mount
  1. Chief
  2. Approved equivalent
- H. Display cart
  1. Chief
  2. Peerless
  3. Approved equivalent
- I. Audio mixer/amplifier
  1. Crestron
  2. Harman
  3. QSC

- 4. Approved equivalent
  - J. Wall mount speaker
    - 1. JBL
    - 2. QSC
    - 3. Approved equivalent
  - K. Dolby® Atmos Sound Bar for 65" Display
    - 1. Sonos
    - 2. LG
    - 3. Approved equivalent
- 2.3 TRAINING
- A. Provide a up to two (2) hours user and two (2) hours administrative training on system.
    - 1. Training shall be to the Owner's satisfaction.
- 2.4 WARRANTY AND SUPPORT
- A. Manufacturer supplied products must be covered by three (3) year limited warranty from the date of purchase. All equipment covered by this warranty shall not be purchased later than three months prior to acceptance, thus providing the Owner with a 33-month warranty. All materials shall be provided at no expense to the owner during the warranty period. Any warranty less than three years shall not be considered.
  - B. The Contractor shall provide a one-year warranty against defects in material and workmanship. The warranty period shall begin on the date of acceptance by the owner/engineer.
  - C. The Contractor supplying the equipment shall show satisfactory evidence, upon request, that they maintain a fully equipped service organization capable of furnishing adequate inspection and service to the system, including replacement parts. The vendor shall be prepared to offer a service contract for the maintenance of the system after the guarantee period. The bidder shall produce evidence that they have a fully experienced and established service organization for at least five years and proven satisfactory installations during that time.
  - D. The user shall have access to telephone support from the manufacturer at no additional cost for the life of the product.

PART 3 - EXECUTION

3.1 EXAMINATION AND COORDINATION

- A. The Contractor shall inspect areas where work is to be performed prior to start of installation to ensure spaces are ready, there are no anomalies or conditions that would affect installation, and any modifications that need to be made to the installation of equipment v. project documents.

## TROY SCHOOL DISTRICT

1. The Contractor shall immediately bring any issues, anomalies and modifications or revisions required prior to installation.
    - B. Coordinate final locations and mounting heights of displays, including height of display on mobile cart.
    - C. Coordinate working hours with Owner and other contractors.
    - D. Coordinate with construction trades during renovation for power requirements, final locations, and workflow.
- 3.2 INSTALLATION
- A. Contractor will coordinate work hours with the Owner. Before and after normal work hours, and second shift work may be required to work around scheduled school activities.
  - B. A manlift will be required for most of the work in the Large Group Instruction area and is to be provided by the Contractor and coordinated with the Owner for access to the building.
  - C. Rack space will be made available in the Head-end/MDF room adjacent to the Media Center for AV equipment.
- 3.3 CAFÉ/COFFEE BAR
- A. The display in this area will be primarily used as digital signage and for overflow from large group instruction area.
  - B. Overflow audio will be through the display's soundbar.
  - C. Provide and install a 65-inch wall-mounted monitor as indicated on drawings that will accept local inputs as well as the audio and video from Large Group Instruction.
  - D. Coordinate final location on wall with Owner.
- 3.4 TECH/GENIUS BAR
- A. The primary use of this area is for two "pods" of students for collaboration. These displays are for local inputs only and will not be used as overflow from Large Group Instruction.
  - B. Provide and install two (2) 55-inch displays, location as indicated on drawings.
  - C. Provide and install 10-foot HDMI cables at each display, with cables coiled neatly and secured with Velcro behind each display.
  - D. There will be no overflow audio in this space.
- 3.5 MOBILE TECHNOLOGY AREA
- A. This area will be used for small group instruction and collaboration, as well as audio and video overflow from the large group instruction area.
  - B. Provide and install one (1) 65-inch six display on a mobile cart that will connect to a floor box for video overflow from Large Group Instruction.



## TROY SCHOOL DISTRICT

- C. Provide and install wall-mounted speakers as indicated on drawings for overflow audio only.
- D. Provide and install 10-foot HDMI cables at each display, with cables coiled neatly and secured with Velcro behind each display.

### 3.6 LARGE GROUP INSTRUCTION

- A. This area will be used for large group instruction and presentations. The audio and video overflow to mobile technology in the Café/of the bar, as selected from a wall-mounted touch panel display at the presenter location.
- B. Provide and install projector as indicated on project drawings and connectivity for video content from presenter location. This is the primary video display for the presenter.
- C. Provide and install wall-mounted speakers as indicated on project drawings connectivity for audio content from presenter location.
- D. Provide and install one (1) wireless lavalier microphone for the presenter and (1) wireless handheld microphone. Coverage for the wireless microphones shall be throughout the large group instruction area.
- E. Provide and install all cabling, antennas, antenna extensions (if required) for wireless microphone system.

### 3.7 LARGE GROUP INSTRUCTION AREA PROJECTOR

- A. Provide and install a ceiling mounted projector. The projector shall be suspended from the hard ceiling and pass through the architectural “cloud” suspended below location as indicted on project drawings.
- B. The projected image shall be clearly visible when used on bright sunny days (high ambient light)
- C. The projected image shall completely fill the display area of the projection screen.

### 3.8 AV SYSTEM CONTROL

- A. Control of the displays in the Café, Tech Bar and Mobile Technology areas will be local on the display or display remote for normal use. When in overflow mode the displays will automatically receive the audio and video from the AV system in the Café and Mobile Technology areas.
- B. The system shall be controlled via a wall mounted 7” Crestron touch panel at the presenter location.
  - 1. Coordinate touch panel look and functionality with the Owner.
  - 2. The system shall be integrated with the Projector controls to allow “one touch” presentation where a single soft button on the touch panel will lower the screen (and raise when presentation is complete), turn on the projector with the correct output selected, and turn on the wireless microphones and system audio.
  - 3. The system programming shall have available on the touch screen:
    - a. Raise or lower the projection screen only.

TROY SCHOOL DISTRICT

- b. Turn on wireless microphones and audio system for presentations without video.
- c. Ability to choose to overflow to the Mobile Technology area and Café/Coffee bar either individually or to both simultaneously.

3.9 FIELD QUALITY ASSURANCE

A. Vendor Field Service:

- 1. Provide services of a service representative for this project location to supervise the field assembly and connection of components and the pre-testing, testing, and adjustment of the system.

B. Inspection

- 1. Make observations to verify that units and controls are properly labeled, mounted properly, all equipment is plumb and level.

C. Testing:

- 1. Rectify deficiencies indicated by tests and completely re-test work affected by such deficiencies at the Vendor's expense. Verify by the system test that the total system meets the specifications and complies with applicable standards.

3.10 CLEANING AND PROTECTION

A. Prior to final acceptance, clean system components

B. Provide adequate protection to Owner facilities to protect from damage.

C. All spaces associated with this work shall be left clean at the end of each day's work, and at the end of the project. Trash, boxes, packing material, debris and litter shall be removed daily and disposed of

- 1. Large quantities (i.e.- equipment boxes and packing material) shall be disposed of off-site.

D. Restoration of, or compensation for, damage to the facility or Owner's contents by the Vendor is the Vendor's sole responsibility. Examples include paint, wall and ceiling damage.

3.11 TESTING AND COMMISSIONING

A. Upon completion of the installation, the system devices shall be fully tested for proper connectivity and operation with the Owner's time server. Demonstrate the same to the Owner or Owner's Representative (PSC) for final acceptance.

B. The Contractor shall correct, in a timely manner, any failure to comply with Contract Documents as reasonably determined by Owner.

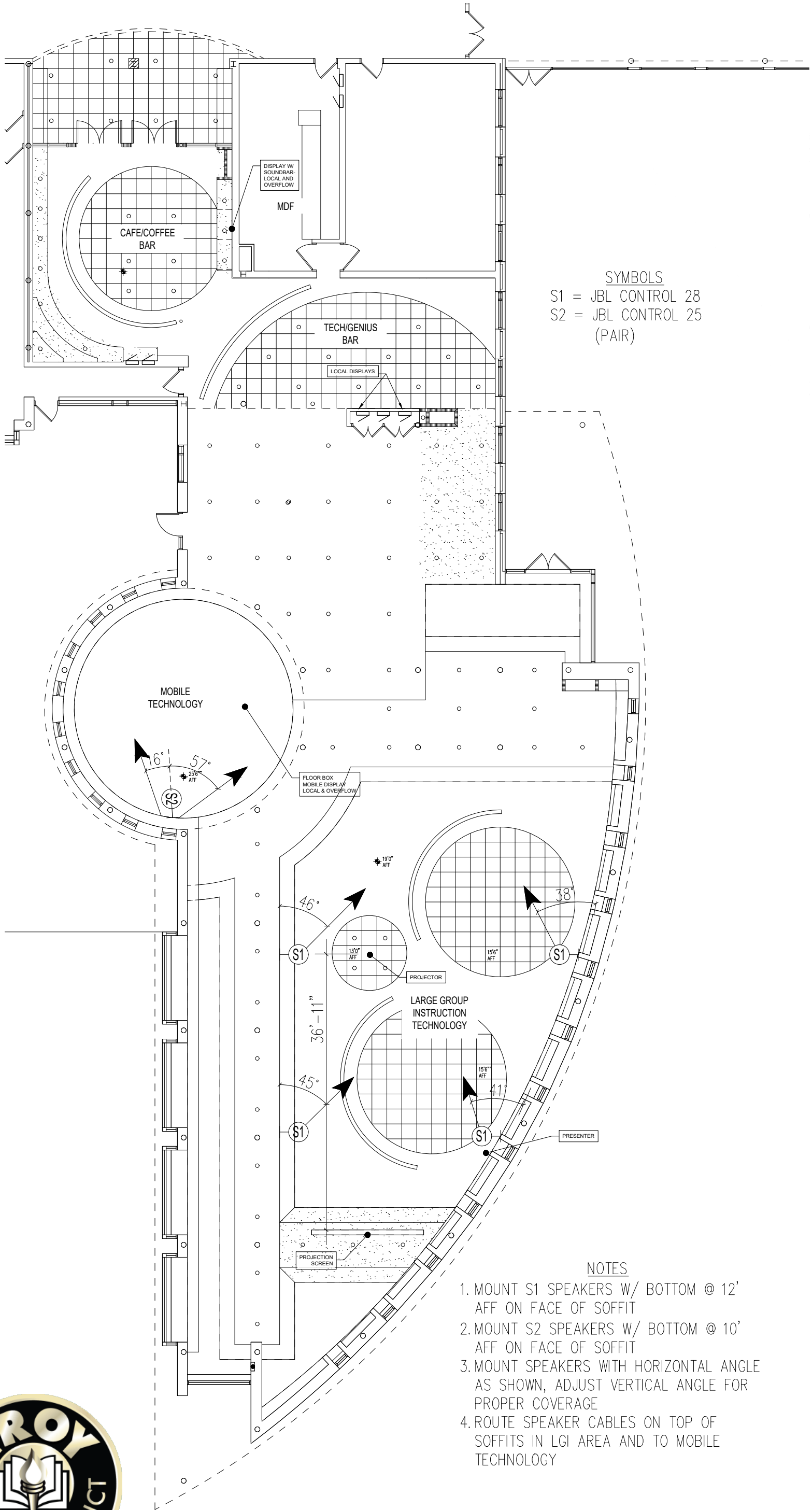
C. If final acceptance is delayed because the installation is not in accordance with the Contract Documents at the scheduled final inspection, the Contractor shall pay for all the Owner's additional time and expenses resulting from the delay, additional inspections, and any extensions of Acceptance Testing at the rate of \$150 per hour.

3.12 DOCUMENTATION

A. Provide the following minimum closeout documentation:

1. As indicated in Part "Submittals" above
2. Final system programming.
3. "As-built" system schematics for all buildings and overall system.
4. Warranty documents as required herein.

END OF SECTION



SYMBOLS  
 S1 = JBL CONTROL 28  
 S2 = JBL CONTROL 25  
 (PAIR)

NOTES

1. MOUNT S1 SPEAKERS W/ BOTTOM @ 12' AFF ON FACE OF SOFFIT
2. MOUNT S2 SPEAKERS W/ BOTTOM @ 10' AFF ON FACE OF SOFFIT
3. MOUNT SPEAKERS WITH HORIZONTAL ANGLE AS SHOWN, ADJUST VERTICAL ANGLE FOR PROPER COVERAGE
4. ROUTE SPEAKER CABLES ON TOP OF SOFFITS IN LGI AREA AND TO MOBILE TECHNOLOGY



TROY HIGH SCHOOL MEDIA CENTER  
 RENOVATION  
 AV SYSTEM - RFP #9926

TROY SCHOOL DISTRICT

EXHIBIT 1 SAMPLE CONTRACT

**TROY SCHOOL DISTRICT  
\_\_\_\_ SYSTEMS**

This Paging and Classroom Audio System Agreement ("the Agreement") is made on the Effective Date, between\_\_\_\_ (hereinafter called "the Contractor") whose address is\_\_\_\_, and **Troy School District** (hereinafter called "the Owner") whose address is 4400 Livernois, Troy, Michigan 48098.

**RECITALS**

- A. The Contractor shall provide the Owner with all of the necessary equipment, components, materials, technology, Documentation, installation, migration services, labor, testing and other related Services for a fully functioning \_\_\_\_ as contemplated in the Request for Proposal (the "RFP").
- B. The Owner desires to obtain \_\_\_\_, including the System(s) and associated Services from the Contractor upon the terms and conditions set forth herein, in the Contract Documentation, in the Request for Proposal, Contractor's Response to the RFP, and subsequent clarifications.
- C. The parties agree that where there is a conflict between terms of this Agreement and the other Contract Documentation, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the other Contract Documentation, to the extent accepted by Owner, all terms and conditions in the RFP and the Contractor's Response to the RFP shall be incorporated by reference into this Agreement and shall be binding upon the parties to this Agreement.
- D. The order of precedence for the Contract Documentation has been set forth in Paragraph 1.1. The parties also agree that where there is not a conflict between this Agreement and the information or terms presented in the other Contract Documentation that all terms and conditions in the other Contract Documents shall be incorporated by reference into this Agreement and shall be binding upon all parties to this Agreement.
- E. Owner and the Contractor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.
- F. It is expressly agreed that the Contractor is not an agent or employee of Owner but an independent contractor. Where the term "Contractor" is used, it includes all employees, subcontractors, consultants and agents of the Contractor. The Contractor shall not pledge or attempt to pledge the credit of Owner or in any other way attempt to bind the Owner.

NOW, THEREFORE, IN CONSIDERATION FOR THE FOREGOING AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. DEFINITIONS AND EXHIBITS**

- 1.1. Contract Documentation. "Contract Documentation" shall mean (i) this Agreement, (ii) bid bulletins and clarifications attached hereto, (iii) the Owner's Request for Proposal dated \_\_\_\_, (iv) the Contractor's Response to the RFP dated \_\_\_\_, and (v) the Implementation Schedule attached hereto as **Exhibit A**. Said documents shall take precedence in the order set forth in this Paragraph.
- 1.2. Documentation. "Documentation" shall mean (i) all written materials or information relating to the System(s) or its operation, including without limitation, user-oriented and technical operation, reference and training manuals and (ii) the documentation as outlined in the Contract

Documentation.

- 1.3. Effective Date. "Effective Date" shall mean the last date on which both parties hereto have executed this Agreement.
- 1.4. Purchase Price. "Purchase Price" shall mean the aggregate amount payable by the Owner for (i) the purchase of the System(s) and (ii) the Services to be provided by the Contractor in accordance with the RFP and to the extent accepted by Owner, the Contractor's Response to the RFP. The Purchase Price is inclusive of all taxes, shipping, handling, material bond(s), payment bond(s), performance bond(s), insurance, and all options as listed on the Price Schedule attached hereto.
- 1.5. System(s): "System(s)" shall mean any and all paging and classroom audio equipment, components, cable, materials, connectors, operating systems, jumpers, installation, documentation, testing, miscellaneous items and materials necessary for a fully functioning solution to achieve the requirements contained in the Contract Documentation.
- 1.6. Services. "Services" shall mean any and all labor, design, installation, testing, documentation, training, debugging and acceptance testing activities.
- 1.7. Site. "Site" shall mean the locations set forth in the Contract Documentation.
- 1.8. Term: "Term" of this Agreement shall commence on the Effective Date and shall terminate sixty (60) months from the date of Final Acceptance of the System.
- 1.9. All provisions contained in the Recitals of this Agreement are binding upon the parties to this Agreement.

## **2. TURNKEY SOLUTION**

- 2.1. Turnkey Solution. This Agreement and the other Contract Documentation set forth the terms and conditions upon which the Contractor will provide a "turnkey" solution for installation and operation of the System(s) for use by the Owner. The Contractor agrees that it will provide a complete "Turnkey Solution" to the Owner. The Contractor shall be responsible for the successful installation and operation of the System(s) in all phases of design, acceptance testing and Documentation of the System(s) as detailed in the Contract Documentation.
- 2.2. The Contractor's Obligation. In consideration of the payment of the Purchase Price, it is agreed and understood that the Contractor shall be obligated to provide the products, System(s) and Services in accordance with the terms and conditions contained in the Contract Documentation.
- 2.3. Guarantee. Contractor will guarantee its design, operation and functionality of the System(s), in accordance with the Contract Documentation.
- 2.4. Walk-Through. Contractor has had an opportunity to review the Site and acknowledges that it has no concerns with its proposed design that would prohibit Contractor from guaranteeing the installation and operation of the System(s), as contemplated in the Contract Documentation.
- 2.5. Turnkey Solution. Contractor will supply all labor, materials, equipment and Services necessary to provide the System(s) in accordance with the Purchase Price set forth in Paragraph 3.1 and in **Exhibit B** attached hereto. The Contractor represents and warrants that the purchase of the System(s) and installation Services provided to the Owner will constitute a fully operational solution as contemplated by the Contract Documentation.

## **3. PAYMENT**

- 3.1. Purchase Price. The Contractor agrees to sell to the Owner and the Owner agrees to purchase the System(s) and Services upon the terms and conditions set forth in this Agreement at a price not to exceed \$\_\_\_\_\_. (Details are provided in Exhibit B)
- 3.2. Payment Terms: Payment shall be in accordance to the following schedule:
- (A) Progress billing shall be submitted monthly for Services-to-date expended by the Contractor and/or System(s)/equipment that is delivered **and/or** installed, based on a mutually agreed upon percentage of completion between the Owner and the Contractor. Total progress payments shall not exceed 90% of the total Purchase Price. Progress billings shall reflect the 10% retainage referenced below.
- (B) The remaining 10% will be payable within (30) thirty days of Final Acceptance of the completed System(s) by the Owner or its designated representative in accordance with Paragraph 5.5 (a) and (b) Acceptance of Installation. The retainage shall be payable based upon the Final Acceptance of all Sites.
- 3.3. Request for Payment. The Contractor shall submit to Convergent Technology Partners the contractor's standard invoice or AIA Application for Payment forms upon completion of the payment terms referenced in Paragraph 3.2 above. Approved invoices shall be paid within thirty (30) days from date of approval of the invoice. In the event of disputes an invoice is not approved, Owner shall notify Contractor within thirty (30) days of receipt of the invoice. Failure to give such notice does not constitute a waiver of such a dispute.
- 3.4. Taxes. The Purchase Price is **inclusive** of any applicable taxes. The Owner, however, is a tax-exempt entity except if the Project makes additions and/or enhancements to real property.
- 3.5. Performance Bonds. The parties acknowledge that the System(s) falls within the performance and payment bond statute for public works. Contractor shall provide a performance bond and a labor and materials payment bond upon award of this Agreement in a form acceptable to the Owner. The bonds shall be equal in amount to the total Purchase Price. The bonds shall, at a minimum, remain in effect for one year after Acceptance of Installation in accordance with Paragraph 5.5 (A) and (B). Said bonds shall be provided by a Surety having a rating of A- or better from A. M. Best and Co. and said Surety shall be authorized to do business in the State of Michigan. In the event that the Contractor fails to perform its obligations under any contract between the Contractor and the Owner, the performance bond shall be paid to the Owner. The Contractor further agrees to save and hold harmless Owner and agents from all liability and damages of every description in connection with any subsequent contracts with any third parties. The Contractor shall submit both the performance and payment bonds to the Owner's Business Office within two weeks of the Effective Date of this Agreement or prior to the start of Work, whichever comes first. This Agreement shall be unenforceable by Contractor against Owner until the terms of this Paragraph have been satisfied. The cost of said bonds is included in the Purchase Price referenced in Paragraph 3.1 above.
- 3.6. Purchase Quantities. The Owner reserves the right to adjust upward by two (2) times, or downward by twenty-five (25%) percent, the quantities of items purchased without altering the unit Purchase Price upon award and throughout the Term of this Agreement until Final Acceptance of the Project.
- 3.7. Payment Disputes. Disputes regarding requests for payments will be communicated to Contractor by Owner, in writing, within thirty (30) days of the receipt of invoice. Payments will not be delayed unless Contractor is unable to resolve the matter to Owner's satisfaction ten (10) days prior to payment due date.



#### 4. INSTALLATION AND ACCEPTANCE

- 4.1 Installation Plan. The Contractor shall install the System(s) in accordance with the Implementation Schedule that will be developed and agreed to by the parties prior to awarding of the Bid Proposal. Installation may occur in phases in order to meet the requirements of the Implementation Schedule. The Contractor shall deploy additional resources necessary to meet the Implementation Schedule. In the event the Contractor is unable to adhere to the attached Implementation Schedule or complete the Implementation Schedule as attached, the Owner shall have the option to terminate this Agreement, award the remaining work to another contractor or negotiate a final completion date. In the event the Owner so terminates this Agreement and awards the remaining work to another contractor, the Contractor shall be responsible for and shall hold Owner harmless from any costs or fees to complete the Project which exceed the amount of the Purchase Price remaining unpaid at the time of termination. Any changes or deviations to the Implementation Schedule caused by failure of the Owner or any third parties to meet the completion date set forth therein, shall result in a Implementation Schedule adjustment in the same magnitude which shall be subject to the Contractor's approval, which approval shall not be unreasonably withheld. Contractor shall not be entitled to monetary recovery for delays in installation caused by failure of the Owner, Owner's employees or the Owner's independent contractors.
- 4.2 Project Manager. The Contractor must designate an on-site Project Manager for the duration of the Project. Project Management will be within the guidelines as defined in the RFP.
- 4.3 Legal Compliance. The Contractor shall comply fully with all federal, state and local laws, statutes, ordinances, rules, regulations and codes applicable to the Work performed as well as all applicable provision of the Occupational Safety and Health Act. This includes, but is not limited to the Federal Davis-Bacon Act, 40 U.S.C. 3141, et seq., as applicable. The Contractor shall be responsible for adhering to all local and state fire codes and shall be responsible for firestopping all penetrations utilized.
- 4.4 Employee Qualification. All Contractor's employees shall be thoroughly experienced in the particular class of work in which they are employed. In the event Owner determines that Contractor's employees are unqualified, unresponsive or otherwise unacceptable, Contractor will remove and replace said employees from the Project in consultation with the Owner. In the event that an employee of the Contractor is, in the reasonable opinion of the Owner, uncooperative, incompetent or otherwise unacceptable, the Contractor agrees to remove such person from responsibility in the Project. In the event of such a removal, the Contractor shall, within fifteen (15) days, fill this representative vacancy in consultation with the Owner. Regardless of whom the Contractor has designated as the Project Manager, the Contractor remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.
- 4.5 Status Meetings. The Contractor shall coordinate and participate in regular status meetings between the Owner's Project Coordinator (Convergent Technology Partners) and the Contractor's Project Manager; at which time a list of open items with targeted responsibility and due dates will be established.
- 4.6 Access to Sites. The Contractor will coordinate access to the Sites per the procedures outlined by the Owner.
- 4.7 Compliance with OSHA. Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act throughout the duration of the Project. Contractor shall also comply with all applicable laws, statutes, regulations, ordinances, codes, orders, rules and regulations in existence as of the date of this Agreement.
- 4.8 Testing. The Contractor shall perform all testing as to meet the specifications identified in the

RFP and applicable bulletins.

- 4.9 Documentation. The Contractor shall provide all Documentation as required in the RFP and applicable bulletins.
- 4.10 Site Damage. The Contractor shall be responsible for restoring the physical Site to its original status for any damage resulting from the actions or omissions of the Contractor, its employees, subcontractors and consultants. The Owner shall determine whether the Contractor shall remedy the damage or a third party shall remedy the damage, to be compensated by the Contractor. The Owner shall have the authority to back-charge the contract amount or receive reimbursement from the Contractor related to remedying such damage.

## 5. WARRANTY

### 5.1 Warranties on Equipment.

- (A) The Contractor shall provide all warranties as identified in the RFP and, as accepted by the Owner, the Contractor's Response to the RFP and all applicable bulletins and clarifications. All warranties are effective from the date of the Final Acceptance of the System(s).

### 5.2 The Contractor Representations and Warranties. In addition to the warranties set forth above, the Contractor represents and warrants that:

- (A) The Contractor possesses full power and authority to enter into this Agreement and to fulfill its obligations hereunder;
- (B) The performance of the terms of this Agreement and of the Contractor's obligations hereunder shall not breach any separate agreement by which the Contractor is bound; and
- (C) The Contractor is financially sound to perform its obligations hereunder, and agrees that any material adverse change in such status shall be immediately communicated in writing to the Owner.

### 5.3 Warranty of Fitness For A Particular Purpose. The Owner has presented detailed technical specifications of the particular purpose for which the System(s) is intended. The Owner has provided detailed descriptions and criteria of how the System(s) can be defined to accomplish the particular purpose. The Owner has also defined the procedures and techniques to be employed in testing whether the System(s) has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about the Owner's particular purpose, the Contractor at the time this Agreement is executed has (1) reason and opportunity to know the particular purpose for which the System(s) are required, and (2) that the Owner is relying on the Contractor's experience and knowledge of the System(s) to provide a System(s) that is most suitable and appropriate. Therefore, the Contractor warrants that the System(s) is fit for the purposes for which it is intended as described in the Contract Documentation.

### 5.4 Warranty. The Contractor warrants that all components provided under this Agreement, whether installed initially or under subsequent purchase orders, shall be: newly manufactured equipment or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, will be free from defects in workmanship or material for a period as specified in the RFP, Contractor's Response to the RFP, and all bulletins and clarifications from the date of Final System(s) Acceptance. During this warranty period, the Contractor shall furnish all new replacement parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the Owner. At the conclusion of the warranty period, the Owner will consider Contractor support under a separate maintenance agreement. Contractor shall pass-through to Owner all warranties of the third-party manufacturers of any such components.

## 5.5 Acceptance of Installation.

- (A) Within thirty (30) days of receipt of written notice from Contractor that installation and testing of the System(s) is completed and upon receipt by Owner of the Contractor's documentation including, but not limited to, "as-builts", warranty certification and test results verifying successful testing of the System(s) the Owner shall either accept or reject such System(s) by written notice to Contractor based upon determinations made by Owner's Technology Designer or Project Coordinator. Failure to give written notice of acceptance or rejection of System(s) within thirty (30) day period shall constitute acceptance. Any rejection shall expressly state the deficiencies giving rise to the rejection. Upon rejection of the System(s) by Owner, the Owner shall provide Contractor with reasonable access to correct deficiencies identified, which correction shall be completed within ten (10) days of the date of access. Upon correction, Contractor again shall provide written notice to Owner that installation and testing is completed and the acceptance/rejection process set forth above shall be repeated. This procedure shall continue until the installation of the System(s) is accepted or finally rejected by Owner.
- (B) Upon final rejection by Owner of the System(s), Owner may without prejudice to any other rights or remedies of Owner and after giving Contractor and Contractor's surety seven (7) days written notice, terminate this Agreement with Contractor and may, subject to any prior rights of the surety take possession of the materials and finish the Project by whatever method Owner may deem expedient. If the Owner terminates this Agreement pursuant to this Paragraph, Contractor shall not be entitled to receive further payment until the Project is finished and accepted by the Owner. If the unpaid balance of the Purchase Price and any other costs and/or expenses due to Contractor exceeds costs of finishing the Project, such excess shall be paid to Contractor. If such costs exceed the unpaid balance of the Purchase Price, Contractor or Contractor's surety shall pay the difference to Owner. Nothing in Paragraph 5.5 shall be construed to limit Owner's remedies under any warranty set forth below with respect to System(s).

5.6 Final Acceptance of the System(s). The System(s) proposed shall be defined to be finally accepted by Owner after meeting all requirements of this Agreement and the other Contract Documentation. The Owner or Owner's representative shall be the sole judge of whether all conditions for Final Acceptance have been met.

## 6. TERMINATION

6.1 Right to Terminate on Breach. Each party shall have, in addition to all other remedies available to it, the right to terminate this Agreement immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein

and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same.

6.2 Events upon Termination. Upon termination of this Agreement by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement. Upon termination of this Agreement, the Contractor shall immediately provide the Owner with all current drawings and Documentation regarding this Project. In the event of termination, title to all equipment purchased by the Contractor for integration into the Project shall pass to Owner, and Contractor shall deliver possession of said equipment to Owner at a location to be designated by Owner.

## 7. GENERAL

- 7.1 Risk of Loss. The Contractor assumes all risk of loss or damage to the equipment prior to acceptance. Title to the equipment will pass at that time.
- 7.2 Governing Law. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan.
- 7.3 Assignment. This Agreement and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.
- 7.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- 7.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties, supersedes all previous agreements, written or oral, and there are no understandings, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.
- 7.7 Non-Waiver and Modification. Waiver by either party of any default or breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent default or breach. No extension of time for payment or other accommodation granted to a party shall operate as a waiver of any of its rights under this Agreement. No provision of this Agreement may be modified by a party without the prior written consent of the other party.
- 7.8 Insurance. During the Term of this Agreement, Contractor will maintain the following insurance coverage for itself and its employees: (a) Commercial General Liability covering bodily injury and tangible property damage liability with minimum limits of \$2,000,000.00 per occurrence; (b) Workers' Compensation under applicable state workers' compensation laws with minimum statutory limits; (c) Technology Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by its employees in the performance of this Agreement in the amount of \$ n/a per occurrence and actual liability with \$ n/a minimum limit per occurrence; (d) Automobile Liability with limits of \$1,000,000.00 for each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned automobile coverages, as applicable. Contractor shall provide certificates of insurance to Owner prior to the commencement of any Services. Troy School District shall be named as an "Additional Insured" on all such Policies and each policy shall be endorsed to provide Troy School District with at least thirty (30) days written notice prior to any material reductions to, or termination of, any such policies. Contractor shall include the insurance coverages, limits and requirements contained in this Paragraph in any and all contracts Contractor may have with any of its subcontractors.
- 7.9 Survival. All provisions of this Agreement which, by their nature, should survive termination shall survive termination of this Agreement.
- 7.10 General Indemnification. The Contractor agrees to indemnify, hold harmless and defend the Owner, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees, subcontractors, consultants and agents, (ii) any breach of the terms of this Agreement by the Contractor, its officers, directors, employees, subcontractors, consultants and agents or (iii) any breach of any representation or warranty by the Contractor under this Agreement. Owner

agrees to notify Contractor by certified mail, return receipt requested, of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement. Contractor shall have the sole right, but not the obligation, to control the defense of any such claim. Owner agrees to provide reasonable assistance to Contractor, at Contractor's expense, in defense of same.

- 7.11 Shipping of Equipment. All shipping and insurance costs to and from the Site shall be included in the Contractor's Bid Proposal. All payments to shipping agents and for insurance fees shall be made directly by the Contractor. The Owner shall make no payments to any firm concerning the shipment, installation and delivery of equipment which is not a part of this Agreement and for which exact payments are not described. Contractor shall be responsible for all arrangements for the shipment and receipt of equipment to Owner's Site. The Contractor shall provide all properly trained representatives to unpack all items of equipment and place the equipment in the proper locations. The Contractor shall also be responsible for removal of all debris and packing materials from the Site resulting from the installation of the equipment.
- 7.12 Non-Waiver of Agreement Rights. It is the option of any party to this Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in this Agreement. Under no circumstances, however, shall any parties to this Agreement forfeit or cancel any right presented in this Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to this Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Contractor by Owner should in no way be interpreted as acceptance of the System(s) or the waiver of performance requirements.
- 7.13 Intellectual Property Indemnification. The Contractor agrees to indemnify, hold harmless and defend, at its sole expense, the Owner from any claim or suit brought against the Owner arising from claims of violation of United States patents or copyrights or claims of misappropriation or misuse of trade secrets resulting from the Contractor or the Owner use of any equipment, System(s), Documentation, and/or data developed in connection with the Services and products described in this Agreement. The Owner will provide the Contractor with a written notice of any such claim or suit. The Owner will also assist the Contractor, in all reasonable ways, in the preparation of information helpful to the Contractor in defending the Owner against this suit. In the event that the Owner is required to pay monies, in defending such claims, resulting from the Contractor being uncooperative or unsuccessful in representing the Owner's interest, or in the event that the Owner is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Contractor agrees to fully reimburse for all monies expended in connection with these matters.

The Owner retains the right to offset against any amounts owed Contractor any such monies expended by the Owner in defending itself against such claims.

Should a court order be issued against the Owner restricting the Owner's use of any product, and should the Contractor determine not to further appeal the claim issue, at the Owner's sole option the Contractor shall provide, at the Contractor's sole expense, the following:

- (a) Purchase for the Owner the rights to continue using the contested product(s), or
- (b) Provide substitute products to the Owner which are, in the Owner's sole opinion, of equal or greater quality.

If (a) or (b) are not commercially feasible, Contractor will refund all monies paid to the Contractor for the product(s) subject to the court action. The Contractor shall also pay to the Owner all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

- 7.14 Nondiscrimination By Contractor Or Agents Of Contractor. Neither the Contractor nor anyone with whom the Contractor shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Contractor responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Contractor of this Agreement.
- 7.15 Subcontractors. When using any subcontractors, the Contractor must obtain the Owner's prior written approval. In using subcontractors, the Contractor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Contractor.
- 7.16 Effect of Regulation. Should any local, state, or national regulatory authority having jurisdiction over the Owner enter a valid and enforceable order upon the Owner which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Owner of a material part of its Agreement with the Contractor. In the event this order results in depriving the Owner of materials or raising their costs beyond that defined in this Agreement, the Owner shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end this Agreement term upon thirty (30) days written prior notice to the Contractor. Should this Agreement be terminated under such circumstances, the Owner shall be absolved of all penalties and financial assessments related to cancellation of this Agreement.
- 7.17 Non-Collusion Covenant. The Contractor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the Contractor agrees that a duly authorized Contractor representative will sign a non-collusion affidavit, in a form acceptable to Owner, acknowledging that the Contractor firm has not received from any incentive or special payments, or considerations related to the provision of System(s) and Services described in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the date first set forth above.

**OWNER:** Troy School District

**CONTRACTOR:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT A**

**Implementation Schedule**



**EXHIBIT B**

**Price Schedule**

Subtotal	
Performance, Labor and Material Bond	
Total Contract Price	