

HARFORD COUNTY PUBLIC SCHOOLS
Purchasing Department
3rd Floor Room 310
102 South Hickory Avenue
Bel Air, MD 21014

BID INFORMATION

BID TITLE: **AUDIO and VIDEO PRODUCTION EQUIPMENT – TELEVISION STUDIO**

BID NUMBER: 10-DGH-026

BID OPENING DATE: February 10, 2010

TIME OF BID OPENING: **2:30 P.M., E.S.T.**

TIMELY DELIVERY OF BID DOCUMENTS FOR BID OPENING: Bidders/Offerors are reminded that not all special delivery carriers (UPS, FedEx, US Mail, etc.) guarantee delivery to zip code 21014 prior to the date and time of the opening of bids or the receipt of proposals, on the date delivery is promised. It is suggested that bidders/offerors verify the limits of guaranteed delivery with the selected special delivery carrier. Bid and proposal packages must be labeled with the bid number and must be directed to the Purchasing Office – 3rd floor. The 3rd floor Purchasing Office is the official location for receipt of bids/proposals. Bids/proposals delivered to the 1st floor reception area may not reach the 3rd floor at the appointed time of the bid/proposal opening. It is the bidder's/offeror's responsibility to see that the bid/offer reaches the 3rd floor Purchasing Office. **Late bids/offers will be rejected and returned unopened.**

PLACE OF BID OPENING: Purchasing Office
Harford County Public Schools
3rd Floor Room 310
102 South Hickory Avenue
Bel Air, MD 21014
(Entrance is on E. Courtland Street, opposite public parking garage)

BID MAILING ADDRESS: Purchasing Department
(Mailing label is provided) Harford County Public Schools
3rd Floor Room 310
102 South Hickory Avenue
Bel Air, MD 21014
Attn: Donald A. Gunther

PURCHASING AGENT: Donald A. Gunther - Purchasing Agent
Jenn Horner - Purchasing Assistant

CONSTRUCTION PROJECT MANAGER: Alice Burley, Assistant Supervisor of Planning and Construction
(410) 638-4091

TELEPHONE: (410) 638-4080

LATE BIDS WILL NOT BE ACCEPTED

Amendments to solicitations often occur prior to bid opening, and sometimes within as little as 24 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing website (www.hcps.org/purchasing) to obtain amendments once they have downloaded a solicitation.

Anti-Discrimination Statement

The Harford County Public Schools system does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Harford County should be directed to the Communications Manager, 410-588-5203.

Board of Education of Harford County, Maryland

**Purchasing Department
102 South Hickory Avenue
Third Floor, Suite 310
Bel Air, MD 21014**

General Terms and Conditions (Supplies and Equipment)

Instructions to Bidders and Offerors Page 1

1. Receipt and Opening of Bids/Proposals

Sealed bids/proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County will be opened at the time and date so specified. Unless otherwise indicated, bids and proposals will be opened in the Purchasing Department, 102 South Hickory Avenue, Third Floor, Suite 310, Bel Air, MD 21014. Bidder/Offerors must submit their bids/offers in a sealed envelope to the attention of the Purchasing Department. The envelope must state "Bid/Proposal Enclosed". **Late bids/proposals will not be accepted under any circumstances.** The Board of Education reserves the right to reject any or all bids/proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Bids/Proposals may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the bids/proposals are opened.

2. Award or Rejection of Bids / Proposals

The contract will be awarded to the lowest responsive and responsible bidder/offeror. All bid and proposal documents will become the property of the Board of Education.

The Board of Education also reserves the right to reject the bid/proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

The Board of Education also reserves the right to reject the bid/proposal of bidders/offerors pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

The Board reserves the right to award a contract within sixty (60) days from the date of opening and all pricing must remain firm during that period and until the time of award. Tabulations and bid abstracts will not be provided.

3. Reservations and Annulments

- A. HCPS reserves the right to reject any or all proposals and readvertise for other bids.
- B. HCPS reserves the right to waive technical defects within submittals.
- C. HCPS may conduct any investigation to determine the ability of the bidder/offeror to perform the work, and the bidder/offeror shall furnish to the HCPS all such information and data requested. HCPS reserves the right to reject any proposals if in its opinion as a result of its inquiry the bidder is not properly qualified to carry out the obligations of the contract.
- D. Conditional proposals will not be accepted.
- E. HCPS reserves the right to terminate any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the awarded bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the contract by the awarded bidder.
- F. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, HCPS reserves the right to purchase the required articles on the open market, or to complete the required work at the expense of the contractor, and to withhold on the open market, or to complete the required work at the expense of the contractor, and to withhold all money that may be due or may become due on order to mitigate its damages in accordance with law.

- G. Contractors and any of its subcontractors, shall advise the HCPS of its intention to use any employees that are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The use of these employees must receive the prior approval of the HCPS. The contractor shall take reasonable precautions when selecting such individuals and provide strict supervision and proper safeguards. Contractor's employees are not permitted inside school buildings when the nature of the contract is for outside work.

4. **Compliance with Specifications**

The contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the bid/offer as non-responsible.

5. **Deviations**

Any deviations to the specifications or statement of work must be clearly noted in detail by the bidder/offeror, in writing at the time of submittal of the formal bid/proposal. Any deviations from the specifications as written is ground for rejection of the material, equipment and or services when delivered and performed.

6. **Waiver of Technicalities**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Purchasing or upon recommendation to the Board of Education.

7. **Omission of Specifications**

The omission of any specification or details of any specification which would normally apply to the products, services or construction described herein, shall not relieve the bidder/offeror from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.

8. **"Or Equal" Clause**

Whenever a material or article required is specified or shown on the plans or specifications by using the name of a particular or proprietary product or of a particular manufacturer or vendor, any material or article which meets or exceeds the general design or performance requirements may be considered as equal to what is so specified subject to evaluation and final acceptance. Any alternates or the submission of "or equal" items must receive final approval from the HCPS.

9. **Contractor's Obligation**

The contractor shall and will, in good and professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

10. **Multi-Agency Procurement**

HCPS reserves the right to extend the terms and conditions of this contract to any and all other public agencies and school districts. This is conditioned upon the contractors' approval and all purchase and payment transactions will be made directly between the contractor and the requesting public agency. HCPS assumes no obligation on behalf of any other agency.

11. Termination for Default / Convenience

- A. The Board of Education reserves the right to terminate any contract if in its opinion there shall be a failure at any time to promptly and faithfully perform any of its terms.
- B. Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education out of such monies as may be due or become due to the contractor, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the Board of Education.
- C. The performance of work under this contract may be terminated by the Board of Education in accordance with this clause in whole or in part, whenever the Supervisor of Purchasing shall determine that such termination is in the best interest of the Board of Education. Any such termination shall be effected by mailing to the Contractor a Notice of Termination specifying the extent to and conditions under which performance of work under the contract is terminated and the date upon which such termination becomes effective. Upon termination of this contract in accordance with this section, the Contractor may be entitled to an equitable adjustment.

12. Bill of Lading / Delivery Tickets

- A. All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered: purchase order number, description/name of article, item number, quantity and vendor name.
- B. All bills of lading will clearly indicate the name of the contractor/bidder/offeror.
- C. Failure to comply with the above may be sufficient reason for rejection of shipment.

13. Political Contribution Disclosure

Contractor shall comply with the provisions of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including agencies or political subdivisions of the State, during the calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

14. Nondiscrimination

The contractor shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, marital status or mental or physical handicap in connection with performance of this contract. The contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. For assistance or questions regarding compliance contact: U.S. Department of Labor at (410) 962-3572.

15. Governing Law

Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

16. Indemnification

To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

17. **Safety**

The contractor shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSHA Standard.

Material Safety Data Sheets shall be submitted for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal or location regulation. The contractor, when required, must submit MSDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the contractor.

18. **Language/Gender**

Bidder, proposer, offeror and contractor all have the same meaning and may be used interchangeably. When used, HCPS means the Harford County Public Schools and Board means the Board of Education of Harford County.

19. **Taxes**

No charge will be allowed for federal, state or municipal sales and excise taxes from which the HCPS is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the bidder. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. The Board of Education of Harford County, Maryland is a political organization of the State of Maryland under the "Code of Maryland – Title 13A". The International Revenue Code Section 501© specifically exempts political organizations from Federal Income Tax. Harford County Public School's Maryland Federal Tax ID is #52-6000955.

20. **Drug, Tobacco, Alcohol**

All HCPS properties are "drug, tobacco and alcohol free zones" as designated by local and state laws. Neither the Contractor or their employees or subcontractors are permitted to have any drugs, tobacco or alcohol product on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the contract.

21. **Contract**

The bid with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the formal contract between the bidder/offeror and the HCPS.

22. **Right of Selection**

The HCPS reserves the right to accept this bid/offer by items or as a whole or lump sum. The HCPS also reserves the right to increase or decrease the estimated quantities by not more than 20%. The HCPS reserves the right to reject any and all bids/offers/proposals which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of the HCPS the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

23. **Insurance**

Please review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company review these insurance requirements prior to submitting a bid or offer. Failure to comply with these insurance requirements may render the bid/offer as non-responsive.

24. **Minority Business Enterprise Participation**

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority sub-contractors. Specific requirements may apply to certain bids when State of Maryland School Construction Program funds are utilized. When applicable, a special section in the bid documents will be included

as "Minority Business Enterprise Procedures-State Funded Public School Construction Projects". When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted and failure to submit may result in a determination that this bid is non-responsive. If the contractor is deemed the apparent low bidder the Minority Business Enterprise documentation described in the bid documents must be submitted within 10 working days of receiving notification of potential award.

25. **Labor and Rates of Pay**

The successful bidder/offeror agrees that it shall abide by all applicable provisions of federal and state law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

26. **Wages/Pay**

The successful bidder agrees to comply with all applicable federal and state law and regulation relating to payment of wages.

27. **Billing and Payment**

Each invoice shall list the purchase order number or contract number of the Board of Education and the items on the invoice shall be listed in the same order as on the purchase order. Invoices must be submitted in triplicate. The original and one copy shall be submitted to the Accounts Payable Office, 102 S. Hickory Avenue, Bel Air, Maryland 21014 and a duplicate should be sent with the material to the person, school or office who ordered the material.

28. **Employment of Child Sex Offenders**

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722© & (D) of the Criminal Procedure Article of the Annotated code of Maryland states, "*A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.*"

If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Harford County Public School property, including the project property. Violation of this provision may result in Termination for Cause as defined in the Amendments to the General Conditions, Article 14.2.1.2.

29. **Dispute Resolution**

Alternate Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid, proposal and subsequent agreement. If a resolution of the dispute can not be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.

30. **Use of Illegal Immigrant Labor**

The use of illegal immigrant labor to fulfill contracts solicited by Harford County Public School is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted

Harford County Public School System – Maryland

Insurance Requirements for Supply Contracts

1. General Insurance Requirements

- 1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of Education of Harford County (the Board) under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.
- 1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.

- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor in connection with this Contract shall belong to and be payable to the Board.
- 1.10 If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. Vendor's Liability Insurance

2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

(\$5,000,000)	Per occurrence;
(\$5,000,000)	Aggregate for other than products/completed operations and auto liability; and
(\$5,000,000)	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and

iii. Employers liability

2.1.5 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Board's general supervision of installation, delivery and/or other services as provided by the Vendor under this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

"This policy is amended to include as insured Board and Board's elected and appointed officials, officers, employees and authorized volunteers, but only for liability arising out of "your product" or "your work" for Board by or for you."

Special Notes: ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. A manuscript endorsement with the above wording is required.

2.1.6 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Vendor's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor's liability insurance policies required herein.)

2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions:

- i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Vendor's Property Insurance**

3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchase by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on

incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

- 3.2 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Vendor's (or subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.
- 3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the supply, delivery or installation of any products or materials provided by Vendor under this Contract.

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or installation of any products or materials provided by Vendor under this Contract. Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

6. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage For Vendor Under Board's Workers Compensation Coverage**

Vendor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's provision of goods or services to the Board. To the fullest extent permitted by law, the Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the Vendor's provision of goods or services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

7. **Damage To Property of The Vendor And Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

HARFORD COUNTY PUBLIC SCHOOLS
Purchasing Department
3rd Floor Room 310
102 South Hickory Avenue
Bel Air, MD 21014

BID NUMBER 10-DGH-026

AUDIO and VIDEO PRODUCTION EQUIPMENT – TELEVISION STUDIO

1. GENERAL CONDITIONS

The following specifications are in addition to, and/or in place of, similar paragraphs in the Board of Education of Harford County (hereinafter Harford County Public Schools) "Instructions to Bidders and Offerors", Pages 1 through 5. These conditions are intended to cover the furnishing, delivery and installation of the AUDIO and VIDEO PRODUCTION EQUIPMENT- TELEVISION STUDIO, including complete system engineering, system installation, system setup and training mentioned herein. The equipment specified herein shall be delivered and installed at one school location, currently under construction in Harford County, Maryland.

The Joppatowne Elementary School is currently under construction. The scheduled delivery and installation of equipment must be coordinated with the construction schedule. Completion of this project is requested by June 30, 2010. Completion of scheduled equipment installation is critical to the successful implementation of the school curriculum.

Bidders are expected to comply with the true intent of the bid specifications and not to take advantage of any errors or omissions. Any irregularities or errors in the bid specifications should be brought to the attention of Donald A. Gunther prior to the bid opening.

2. SCOPE

It is the intent of these specifications to design a complete, fully operational, video production and broadcast studio environment with TV production control room to be utilized in the instructional program. Equipment may be used to teach TV Production classes and for "live" broadcast of announcements on closed circuit channel through the school. The system shall be installed in one location with all components **connected, tested, programmed and ready for service**. Instruction and training of staff, to consist of four (4) two-hour sessions on use, capabilities and operation of equipment shall be part of this contract; such training shall be scheduled as requested by the school principal or his designee.

3. SPECIFIC CONDITIONS

3.1 Bidders must definitely state in their bid form the make and model number of the equipment they intend to furnish. Each bidder shall submit, with their bid form, a brochure properly bound and labeled, showing full illustrations, specifications, and supporting data sufficient in detail to permit evaluation without further reference on each and every item offered. These cuts and specifications are to be arranged and labeled in numerical sequence, according to item number, and attached on separate pages of a brochure. The cover of the brochure shall contain:

Vendor's name, address and telephone number
Bid number
Bid opening date

3.2 Equipment specifications are written based on available information, equipment demonstrations and previous purchases. If the model number of a specified item has been replaced by a more recent model, vendors are encouraged to indicate accordingly in the bidder's description and to offer the latest model available.

Purchaser's Preference: At the time of preparation of this bid document, all specified equipment is available and preferred. All components have been previously evaluated and are acceptable, user friendly, compatible and appropriate for the intended application.

- 3.3 Expandability: System equipment, design and components shall incorporate open architecture design philosophy, with forward and backward compatibility and expandability. Proprietary codes which limit service access are not acceptable.
- 3.4 All items must be delivered to Harford County Public Schools' designated location without charge other than that of the contract price bid per unit of quantity. Prices shall be firm for a period of 120 days following bid opening. Quantities other than those indicated herein may be requested during the firm price period. Harford County Public Schools reserves the right to adjust quantities.
- 3.5 **No proposal will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with Harford County Public Schools, or has been conclusively shown to have failed to perform satisfactorily such contract or agreement.** The successful contractor shall give his personal attention to the faithful fulfilling of this contract and shall not sublet or subcontract any portion of same to another contractor or supplier without express written permission from Harford County Public Schools
- 3.6 Harford County Public Schools will not accept any bid with escalator clauses, unbalanced or irregular features. All unit prices must be FOB DESTINATION. All costs related to the furnishing, delivering and installation of the said equipment, and training of school personnel, shall be incorporated into the bid price per unit of quantity. Cash discounts, quantity discounts or other factors affecting the cost of the work covered by these specifications must be included in the price quoted per unit of quantity.
- 3.7 It is the intent of Harford County Public Schools to purchase the equipment items included in this bid to meet current requirements based on available funding on approved requisitions for Joppatowne Elementary School. Due to budget limitations, however, all items may not be purchased at this time. Bidders are requested to offer individual pricing for each item listed. Quantities in addition to those indicated may be requested.
- 3.8 Additional purchases are often considered throughout the school year. Although not a factor in evaluation, please indicate if, and for how long, you would be willing to extend the bid price offered **beyond** the firm price period of 120 days from the date of bid opening.
- 3.9 Unless otherwise specified, the bidder shall unconditionally guarantee the materials and workmanship of all equipment furnished and installed by him for a period of one year or throughout the manufacturer's warranty period, whichever is longer, from date of acceptance of the items delivered. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Harford County Public Schools are due to faulty design, construction, workmanship and/or materials, upon notification, the contractor at this expense shall repair and/or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of Harford County Public Schools. These repairs, replacements or adjustments shall be made only at such times as designated by the authorized representative of Harford County Public Schools as least detrimental to the instructional program.
- 3.10 Should equipment be delivered by the contractor under this contract which fails to meet specifications, Harford County Public Schools shall have the right to use such equipment until the necessary corrections are made or the item replaced to make the item meet specifications. Such use and replacement shall be without cost to Harford County Public Schools.
- 3.11 All bidders must demonstrate the existence of a service facility with at least one fully qualified, factory-trained service employee within a 50-mile radius of Harford County.
- 3.12 Bidders must be an authorized manufacturer's representative for the products offered, with direct access to parts and technical support backup, or must be partnered with an authorized manufacturer's representative and be able to demonstrate the existence of such relationship. **Documentation supporting manufacturer's authorization to distribute and provide warranty service for a particular line or model or documentation supporting a partnered relationship with a manufacturer's representative may be required.**
 - a. The contractor shall, upon delivery and installation of equipment, furnish Harford County Public Schools a set of illustrations, specifications and engineering data sheets and schematics/wiring diagrams, including

parts list and service manual of the equipment purchased. It is preferred that this material be submitted in CD format. This material is to be sent to the attention of Mr. H. Andrew Moore, Director of Information and Technology, Harford County Public Schools.

- b. The contractor shall furnish one (1) instruction manual detailing safe and proper operation of the equipment by the owner's personnel with the delivery of each piece of equipment. This material must accompany delivery of equipment.
- c. All electrical equipment indicated in this bid shall be properly grounded and carry the appropriate Underwriter's Laboratories label and comply with all standards of the fixed label.
- d. All bids shall be made in accordance with the bid form. All bids which stipulate a condition or combination other than specified may be rejected. No bidder will be allowed to offer more than one price on each item even though he may feel that he has other types or styles that meet specifications. Bidders must determine for themselves which to offer. If said bidder submits more than one price on any item, all prices for that item may be rejected. Unless otherwise specified in the bid form, it is assumed that vendors are bidding items as specified.
- e. Performance: A statement of ability to perform this installation must be included with the bid, since Harford County Public Schools' decision will be rendered on price and ability of the bidder to carry out said installation and agreements without interruptions. **BIDDER SHALL SUPPLY ON PAGE B-7 OF THE BID FORM A LIST OF AT LEAST THREE (3) LOCATIONS WHERE BIDDER HAS PROVIDED LIKE INSTALLATIONS. LOCATIONS LISTED SHOULD BE AS NEARLY AS POSSIBLE THE SAME APPLICATION AND QUALITY AS THE PROPOSED CONTRACT DESCRIBED HEREIN. THE NAME OF THE PERSON TO CONTACT AND HIS TELEPHONE NUMBER SHALL BE PROVIDED FOR EACH LOCATION LISTED.**

All work must be performed in accordance with and must meet all state, local and federal codes, rules and regulations. All components, wires, control switches, panels, connectors, etc., must be UL listed and installed in accordance with electrical standards.

Bidder must operate from a permanent place of business and be in the primary business of installing, repairing and maintaining equipment of this type for a minimum of three (3) years and have technical and test equipment required for this type of installation. Bidder must be an authorized dealer for the items on the equipment list schedule. Bidder must maintain an adequate supply of parts necessary for the maintenance of the system.

All work shall be performed in a neat, workmanlike manner in full compliance with standards acceptable to the construction and electrical trades. Adequate precautions shall be taken for the safety of personnel and for the prevention of damage or defacing of any portion of the buildings and property.

- 3.13 Contractor's Responsibilities: The contractor shall, without additional cost to Harford County Public Schools, be responsible for obtaining any and all necessary licenses and permits and for complying with all Federal, State and local laws, codes and regulations, in connection with the performance of the work.

Permits and License Requirements: Recently passed Harford County legislation requires the issuance of permits for any low voltage wiring in a commercial building. The contractor shall be responsible for making application and obtaining all necessary permits prior to the commencement of work.

The contractor must be licensed for the installation of low voltage wiring and shall be required to provide on the bid form the name of the individual in whose name the license is issued.

- 3.14 Certification Requirements:

Contractor must have in their employ, throughout the term of this contract and installation, a minimum of two General Certified Technology Specialists (CTS) who have successfully completed the InfoComm International Certification Program.

4. INSURANCE

- 4.1 Hold Harmless Agreement – The contractor shall hold harmless Harford County Public Schools from any legal action, civil or criminal, in the execution of installation. The contractor understands that acceptance of the awarded bid and the content of this section, extends to all employees of the contractor engaged with the project and any subcontractors who may participate in the project under the discretion of the contractor.
- 4.2 General Insurance Requirements: Refer to Pages 1 through 4, “Insurance Requirements for Supply Contracts” following the “Instructions to Bidders and Offerors.”

5. SERVICE CONTRACTS / EXTENDED WARRANTY

When available through the manufacturer, bidders are requested to submit in an accompanying letter the price and terms of an extended warranty beyond the initial period as required by the bid specifications or manufacturer’s warranty period, whichever is longer.

When available through the manufacturer, bidders are requested to submit in an accompanying letter the price and terms of a service contract beyond the initial period as required by the bid specifications or manufacturer’s warranty period, whichever is longer.

When offered, the bidder shall provide the details of the extended warranty or service contract program, including annual cost, length of agreement, whether parts and labor are included and whether pickup and return of equipment is included.

The option to purchase the extended warranty or service period shall be at the discretion of Harford County Public Schools and will have no bearing on the basis of award. The determination to include this option will be made when the order is placed.

6. MANUFACTURER INFORMATION

Bidders are required to supply the web page address for each of the manufacturer’s products offered in the bid response, if available.

7. BIDDER’S QUALIFICATIONS (Check List)

In order for the bid to be acceptable, the bidder must meet the following qualifications and provide the information requested on the bid form.

- () 1. Have performed installations of a similar nature and be able to list three (3) locations for reference.
- () 2. At the time of the award have adequate and qualified employees to accomplish the bid requirements.
- () 3. Must have been in the primary business of marketing, servicing, installing and maintaining like equipment for three (3) years or longer.
- () 4. Have in effect insurance coverage on employees providing installation and provide proof of coverage in accordance with the limits set forth.
- () 5. Provide written one (1) year guarantee on installation, parts and labor.
- () 6. Provide names, phone numbers and credentials of individuals who will install, program, demonstrate, and provide training of personnel on operation of equipment.
- () 7. Statement of ability to provide specified training.
- () 8. Provide name and contact information for Customer Service Manager / Project Coordinator.

- () 9. Engineering data sheets, specifications, illustrations and schematic / wiring diagram of the installation upon completion to be provided to Mr. H. Andrew Moore, Director of Information and Technology (CD format is preferred).

7.1 Removal of Debris: The successful contractor shall be required to remove from the site all excess material. All crating and packing materials shall be removed from the site by the contractor.

8. EVALUATION, BASIS OF AWARD and PURCHASER'S RIGHT OF SELECTION

The prices quoted on the bid form shall include all costs for furnishing, delivering, installing and programming said equipment and for training personnel. Grouping of items in the bid form will not be accepted. Cash discounts, quantity discounts or other factors affecting the cost of the work covered by these specifications must be included in the price quoted per unit of quantity.

Due to the complex equipment configuration, installation requirements, specific instruction, training program requested and educational application, it is the intent of Harford County Public Schools to award the contract **in total**, with consideration to other factors including experience, financial security, references and ability to meet the required deadline, to the lowest responsible bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of Harford County Public Schools. For informational purposes only, bidder is requested to provide prices for individual items on the bid form. Harford County Public Schools reserves the right to reject any and all bids and re-advertise. Harford County Public Schools also reserves the right to reject any and all proposals and to accept a higher bid, provided that, in the judgment of Harford County Public Schools, the items offered under the higher bid have additional values or functions which justify the difference in price.

In the event the price offered by the low bidder on any item exceeds the price available through the State of Maryland Department of General Services State Wide Commodity Contract, WSCA (Western States Contracting Alliance) Contracts, US Communities Government Purchasing Alliance Contracts, BRCP (Baltimore Regional Cooperative Purchasing Committee) Contracts, Baltimore City Metro Contract, TCPN or any governmental agency contract, Harford County Public Schools reserves the right to purchase the desired item through that source.

Harford County Public Schools further reserves the right to waive any informality which may be in the interest of Harford County Public Schools

9. PROCUREMENT CARD PURCHASES

Purchases resulting from this solicitation may be made through the Procurement Card (Visa). Contractors are prohibited from charging any additional cost to process such orders. Contractors that do not have procurement card capabilities should note accordingly in the bid response.

10. PAYMENT

Payment will be made upon satisfactory delivery, installation, inspection/acceptance and completion of the training program for each order. Under no circumstances will incomplete purchase orders be processed for payment.

11. **SAFETY AND SECURITY – SAFETY AND SECURITY FOR STUDENTS AND STAFF IS THE FIRST PRIORITY. CONTRACTORS AND VISITORS MUST REPORT TO THE MAIN OFFICE, PRESENT PHOTO EMPLOYEE IDENTIFICATION AND SIGN IN WHEN ENTERING THE BUILDING. SCHOOL-ASSIGNED VISITOR BADGES MUST BE WORN AT ALL TIMES.**

12. QUANTITIES, DELIVERY and SCHEDULING OF WORK

The quantities indicated on the bid form represent the current needs for Joppatowne Elementary, now under construction. The quantities to be delivered will be indicated in the bid purchase order(s); delivery shall be all to one location. Delivery of all equipment specified herein shall be made during the hours of 8:30 A.M. to 4:00 P.M. daily, Monday through Friday, except school holidays, or as specified by the Principal and the Project Manager.

Deliveries shall be made inside of school buildings and set in place designated at the point of delivery. Manpower shall be provided by vendors or their truckers to unload and set in place all equipment delivered under this contract. Harford County Public Schools will not provide labor for these purposes. If bidders are unable to comply with this request, they shall indicate in an accompanying letter the specific delivery requirements upon which their proposal is based.

When applicable, all work under this contract shall be performed during normal business hours. Consideration should be given to pre-scheduled events, and an attempt should be made to accommodate these activities. Coordination of work hours and access to the building is to be coordinated through the school principal or his/her designee: **Mr. Chris Cook, Principal (410) 612-1546**

The Joppatowne Elementary School is now under construction. Deliveries and installation of equipment must be coordinated with the construction schedule. Completion of this project is requested by June 30, 2010. Vendors shall be required to provide a "not to exceed" delivery date by which delivery and installation of equipment can be made. This information shall be provided in the bid form.

Deliveries will not be accepted without prior notification to the school principal or his/her designee (see contact information above).

Equipment may not be shipped to Joppatowne Elementary School for storage prior to installation; equipment must be stored by contractor and delivered to the school at the time of installation. Partial shipments will not be accepted.

13. New Equipment: All equipment supplied under this contract shall be new and shipped unopened in its original shipping packaging. No repackaged equipment, used equipment or equipment previously used for demonstration purposes will be accepted.

14. Specified Item / Discontinued Models / Replacement Models: Contractor is required to supply the exact brand and model item as specified in the bid response. Substitutions upon delivery will not be accepted. In cases in which a particular manufacturer's model is discontinued, vendor will be required to supply the replacement model or comparable model from the same manufacturer as specified

15. MINORITY PARTICIPATION

Minority business enterprises are encouraged to respond to this bid. Refer to "Instructions to Bidders and Offerors," paragraph 24.

16. TIMELY DELIVERY OF BID DOCUMENTS FOR BID OPENING

Bidders are reminded that not all special delivery carriers guarantee delivery to zip code 21014, Bel Air, MD prior to 2:30 P.M., the time of bid opening, on the date delivery is promised. Bids received after the 2:30 P.M. deadline cannot be accepted. It is suggested that bidders verify the limits of guaranteed delivery with the selected special delivery carrier.

Bid packages must be labeled with the bid number and must be directed to the Purchasing Office – 3rd floor. The 3rd floor Purchasing Office is the official location for receipt of bids. Bids delivered to the 1st floor reception area may not reach the 3rd floor at the appointed time of the bid opening. It is the bidder's responsibility to see that the bid/offer reaches the 3rd floor Purchasing Office. **Late bids will be rejected and returned unopened.**

It is the bidder's responsibility to verify that his bid has been received in the Purchasing Department of Harford County Public Schools prior to the bid opening. Bidders may contact Donald A. Gunther at (410) 638-4339 or Peg Wiley (410) 809-6044 to confirm receipt of bids.

17. ANTI-BRIBERY AFFIDAVIT

Bidders must complete the "**Anti-Bribery Affidavit**" and the "**Certification regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion,**" forms which are in front of the bid pages and must attach them to the completed bid forms. Failure to complete these forms and submit them with the completed bid forms will result in rejection of the entire bid proposal.

18. The Harford County Public School System does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Harford County should be directed to the Manager of Communications, 410-588-5213.

19. EMPLOYMENT OF CHILD SEX OFFENDERS / USE OF ILLEGAL IMMIGRANT LABOR

Please review the General Terms and Conditions, Instructions to Bidders and Offerors, paragraphs 28 and 30, concerning the provisions covering the *Employment of Child Sex Offenders* and *Use of Illegal Immigrant Labor*. An assurance statement will be required with your bid response that you have read and acknowledge compliance with these provisions.

News Release by Vendors/Contractors

As a matter of policy, Harford County Public Schools does not endorse the products or services of a contractor. News releases concerning any result of contract from the solicitation will not be made by the vendor/contractor without prior written approval.

20. CONFLICT OF INTEREST

No employee of Harford County Public Schools shall engage in or have a financial interest in any Contract that conflicts or raises a reasonable question of conflict with his duties and responsibilities. Further, Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or part the Contract if a determination is made that obtaining the contract was influenced by an employee of Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.

21. BID FORM

Vendors are required to provide a complete breakdown of all components, including item numbers, manufacturer, descriptions and cost. Individual pricing is required for each item listed, as:

- (1) due to budget limitations, all items may not be purchased at this time.
- (2) additional systems may be configured and purchased from this bid.

22. INSTALLATION OF EQUIPMENT PURCHASED and ON-SITE TRAINING OF SCHOOL PERSONNEL

Installation shall include the delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters or other structures where required, interconnecting wiring of the system components, equipment alignment and adjustment, and all other work, whether or not expressly required herein, which is necessary to result in complete operational systems.

All installation practices shall be in accordance with, but not limited to, these specifications. Installation shall be performed in accordance with the applicable standards, requirements and recommendations of national, state and local authorities having jurisdiction.

Vendor will be required to provide a complete "turn key" installation. Equipment shall be installed in the designated area of the school during normal business hours. Installation is to be performed and training is to be done by a factory-trained, experienced and qualified technician with an electronics background who is experienced in the field and familiar with TV production studio installation. All equipment is to be fully connected, programmed, tested and ready for operation.

Contractor assumes all responsibility for his employees, subcontractors and employees contracted for said work while on school property. Vendor shall be responsible for any damage incurred to school property.

23. INSTRUCTION AND TRAINING

Vendor will be required to provide an **extensive, in-depth, on-site** training program consisting of four (4) two-hour sessions per installation location. Instruction is to be conducted at times designated by the school Principal; instruction is to be provided by a qualified individual, fully experienced, with a minimum of five years broadcast experience.

Instruction and training are to include, but are not limited to:

- A. Studio Operations
 - 1. Camera setup
 - 2. Camera operation
 - 3. Routine care and safety for cameras and personnel
 - 4. General studio maintenance
 - 5. Care and placement of audio equipment
 - 6. Care and placement of lighting apparatus
 - 7. Safety issues concerning lighting equipment
 - 8. Use of sets and props
 - 9. Safety issues with sets and props

- B. Production Instruction
 - 1. Studio
 - a. Camera training
 - b. Composition
 - c. Blocking
 - d. Lighting
 - e. Audio practices
 - f. Staging practices

 - 2. Field
 - a. Camera operation
 - b. Location lighting
 - c. Shooting Styles

 - 3. Post Production
 - a. Linear editing
 - b. Non-linear editing
 - c. Resources

C. Programming Instructions for All Components

The times and the people chosen to attend these instruction/training seminars will be at the discretion of Harford County Public Schools and the school Principal. Bidders are requested to provide a statement in the bid form as to their ability to comply with this condition and to indicate the name and credentials of the individual who will be conducting this training.

24. GENERAL DESIGN FEATURES and REQUIREMENTS

Upon notification of award and prior to the start of installation, the contractor will submit engineering drawings detailing the signal flow between all components of the system to be installed. Drawings will detail both signal type and connection type for all audio, video and control signals as well as proposed rack elevations for all rack-mounted equipment. The drawings will be submitted to Mr. H. Andrew Moore, Director of Information and Technology, for approval. Installation shall not commence until proposed drawings have been approved. These drawings will be the basis of as-built drawings that will be provided to Harford County Public Schools by the contractor at the completion of the project as part of the contract.

The contractor shall be responsible for providing project engineering, installation, interfacing of existing equipment, training, system documentation, wire and cable schedules, service documentation, user manuals, repair manuals, AutoCad disk and paper as-built wiring drawings, and software programming disks.

Television studio system shall consist of two (2) cameras, video switcher, character generator, video record machine(s), video monitors, distribution amplifiers, audio console, audio amplifiers, speakers, headset intercom system and teleprompter system to allow for daily production of announcements, school news, etc.

The two studio camera packages shall consist of cameras mounted on tripods with lenses and a remote zoom controller.

- System shall switch two studio cameras through the Video Switcher to select between the camera and tape machine sources.
- System shall incorporate segment roll-ins from the non-linear video editing system.
- System shall provide direct monitoring of all video sources.
- System shall provide audio and video program monitoring.
- System shall provide four (4) wall microphone jacks and appropriate cables.
- System shall provide program audio to the main record deck, which is to be composed of studio sources, tape sources and pre-recorded audio sources.
- System shall provide discrete intercom to the camera operators, Director, Technical Director, Audio Console Operator, and Floor Manager.
- All equipment specified should incorporate open architecture design philosophy and should incorporate forward and backward compatibility.
- System shall provide a high quality video and audio signal for use in school distribution system.
- Installation: Vendor is required to provide a complete "turn key" installation.
- Training: Vendor shall be required to provide an extensive, in-depth training program.

Harford County Public Schools will provide a total of three (3) PC workstations required in the proposed system. The following will be provided:

- o 1 workstation would be utilized with the video switcher for Character Generation
- o 1 workstation would be utilized for the teleprompter software
- o 1 workstation would have Microsoft Movie Maker installed to allow for editing of the video packages

All equipment and interconnecting cables shall be clearly marked with wrap-around wire labels at each end. Marking codes used on cables shall correspond to codes shown on drawings and/or run sheets. In addition to wire numbers, the source and destination of each wire will be listed on the labels at each end of the cable.

All equipment will be labeled to allow for ease of use by the owner. This includes, but is not limited to, audio console inputs, camera controllers, video tape decks. All physical equipment labels will be consistent with labels on system drawings.

All cables shall be terminated based on industry standards and practices for terminating such cable. Any cable not terminated based on these standards shall be rejected and shall then be terminated at the expense of the contractor.

HARFORD COUNTY PUBLIC SCHOOLS

NO BID REPLY FORM

BID NO. 10-DGH-026

BID TITLE: **AUDIO and VIDEO
PRODUCTION EQUIPMENT – TELEVISION STUDIO**

BIDDER:

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

___ 1. We do not wish to participate in the bid process.

___ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

___ 3. We do not feel we can be competitive.

___ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

___ 5. We do not wish to sell to Harford County Public Schools. Our objections are:

___ 6. We do not sell the items/services on which Bids are requested.

___ 7. Other:

Firm: _____

Signed: _____

___ We wish to remain on the Bidder's List.

___ We wish to be deleted from the Bidder's List.

HARFORD COUNTY PUBLIC SCHOOLS

Dr. Robert Tomback, Superintendent

102 S. Hickory Avenue, Bel Air, MD 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

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

Name and Title of Authorized Agency/Organization Representative

Signature	Date
-----------	------

Agency / Organization

Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.



ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

- 1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- 2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the state or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.
- 3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.) _____

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and where appropriate, to the Board of Public Works and the Attorney General under '16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with '16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____	_____
Witness	Signature

Date	

HARFORD COUNTY PUBLIC SCHOOLS
Purchasing Department
3rd Floor Room 310
102 South Hickory Avenue
Bel Air, MD 21014

BID FORM

AUDIO and VIDEO PRODUCTION EQUIPMENT

BID NO. 10-DGH-026

Bids must be submitted, properly executed, securely sealed, and prominently marked. One (1) copy of this proposal must be received at the Purchasing Office of Harford County Public Schools by 2:30 P.M., E.S.T., February 10, 2010, at which time they will be publicly opened. Bids shall be submitted in a sealed envelope bearing on the outside **the name and address of the bidder, the name and number of the bid, and the bid opening date.** Bids submitted by mail shall be addressed to the Purchasing Department, Harford County Public Schools, 102 South Hickory Avenue, Bel Air, MD 21014, Attn: Donald A. Gunther, Purchasing Agent. Bids delivered in person shall be received at the Purchasing Office, Harford County Public Schools, Room 310, 102 South Hickory Avenue, Bel Air, MD 21014.

The undersigned offers and agrees to furnish the items upon which prices are quoted (Pages B-2 through B-6) in accordance with the accompanying specifications (Pages S-1 through S-9), at the unit price set for each item, delivered to the specified location in Harford County within the time specified.

I/We further certify that this bid is made without previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same supplies, and in all respects is fair and without collusion or fraud.

In compliance with the above, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid be accepted, to furnish all items upon which prices are quoted, at the price set opposite each item, delivered at designated points within the time specified. The address below is given as the address of the office of the contractor to which notice of acceptance and all other correspondences may be sent.

Signature below assures compliance with requirements regarding *Employment of Child Sex Offenders and Use of Illegal Immigrant Labor*. Refer to General Terms and Conditions, Instructions to Bidders and Offerors, paragraphs 28 and 30.

_____		_____	
COMPANY		NAME (Print or Type)	
_____		_____	
ADDRESS		TITLE	
_____		_____	
		SIGNATURE	
_____		_____	
COUNTY		DATE	
_____		_____	
TELEPHONE	FAX	TOLL-FREE TELEPHONE NUMBER	

Name and Email address of Person to contact for questions concerning this bid

Name and contact information - Customer Service Manager / Project Coordinator

Web Site Address

Federal Tax ID Number

Accepts Visa credit card as method of payment: Yes _____ No _____

ITEM NUMBER	QUANTITY	DESCRIPTION
Television Studio Production System, consisting of the following components:		
1	2 ea	Studio System , consisting of: HVR-HD100 Sony Video Camcorder VCTPG11RMB Tripod (which includes the LANC Remote Controller) Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
2	1 ea	Video Switcher to select between the camera and tape machine sources Data Video SE-800AV with 800 SDI Overlay Card and CG-100SKIK-CG CG Software package Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
3	2 ea	Videotape Machine with Hard Disc Recorder, DVD Recorder and Mini TV Tape Recorder, U/L approved. JVC PRO SR-DVM700US , consisting of: DVD Recorder Mini-DV, DVD 250 GB hard drive JVC RKMV-5 rack mount kit Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
4	1 ea	Audio Mixing Console. Allen and Health ZED 14 audio console. Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
5	1 ea	Dual Channel Wireless Microphone System (includes 2 channels of RF Microphones). Shure UHFR UR14D system Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
6	2 ea	Lavaliere microphone for Wireless System. Voice Technologies VT-500 Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____

ITEM NUMBER	QUANTITY	DESCRIPTION
7	1 ea	CD Player. Tascam CD-01U Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
8	1 ea	Program audio system limiter/compressor. Rane DC-22 dual channel audio processor Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
9	1 pair	High Quality Headphones Sony MDR-7506 Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
10	2 ea	High Quality Wall mount speaker. JBL Control 23 wall mount speaker. Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
11	1 ea	Audio Amplifier. Crown D75 Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
12	1 ea	Dual LCD Monitor Marshall V-R82-DP-2 Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
13	1 ea	Quad LCD Monitor Marshall V-R44P Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____

ITEM NUMBER	QUANTITY	DESCRIPTION
14	1 ea	<p>Audio/Video Distribution Amplifier. Kramer VM-1411 Dual 1x5 AV Distribution Amp</p> <p>Bidder's Description: _____</p> <p>Unit Price: _____ Total Price: _____ Delivery ARO: _____</p>
15	1 ea	<p>Teleprompter System – utilizing an LCD display on a cart, consisting of: QTV prompter package that would include the prompter software and controller Samsung LN32B360C5D 32" LCD Display Luxor LE42 AV Cart for the 32" LCD display to sit on Extron P2DA2 plus VGA Distribution Amplifier</p> <p>Bidder's Description: _____</p> <p>Unit Price: _____ Total Price: _____ Delivery ARO: _____</p>
16	1 ea	<p>Headset Intercom System, Telex Audiocom Intercom System, consisting of:</p> <p>1 ea MS-2002 master station and power supply 4 ea BP-1002 beltpack station 5 ea PH-1 headset 6 ea 25 ft. microphone cable 2 ea 50 ft. microphone cable 2 ea 6 ft microphone cable</p> <p>Bidder's Description: _____</p> <p>Unit Price: _____ Total Price: _____ Delivery ARO: _____</p>
17	1 ea	<p>12-Space Equipment Rack. Middle Atlantic RK-12</p> <p>Bidder's Description: _____</p> <p>Unit Price: _____ Total Price: _____ Delivery ARO: _____</p>
18	1 ea	<p>16-Space Equipment Rack Middle Atlantic RK-16</p> <p>Bidder's Description: _____</p> <p>Unit Price: _____ Total Price: _____ Delivery ARO: _____</p>
19	2 ea	<p>Rackmount Power Distribution/ Surge Suppression Modules Surgex SX 1115 Rackmount Power Conditioner</p> <p>Bidder's Description: _____</p> <p>Unit Price: _____ Total Price: _____ Delivery ARO: _____</p>

ITEM NUMBER	QUANTITY	DESCRIPTION
20	2 ea	Battery Backup Modules APC BE650R Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
21	1 ea	Portable Camera for recording elements outside of the TV Studio Canon Vixia HG20 Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
22	1 ea	Modulator to insert in TV Studio Signal into the in house CATV system Blonder Tongue MAVM-60 Agile Modulator Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
23	6 ea	Lighting, Brightline Lighting Fixtures (with 2 lamps per fixture) 3 ea Brightline T-Series Non-Dim Task lights each with: (2) 55W, 3200K Studioline Lamps 2 ea Brightline T-Series Drop/Pan/Tilt Non-Dim 110W Fluorescent lights each with: (2) 55W, 3200K Studioline Lamps Broad Control Screen 1 ea Brightline T-Series Diagonal Rotate 110W Fluorescent light with: (2) 55W, 3200K Studioline Lamps Broad Control Screen Bidder's Description: _____ Unit Price: _____ Total Price: _____ Delivery ARO: _____
24	1 ea	Complete system engineering, system installation, system setup, programming and testing to provide turn-key installation. Estimated number of hours to install: _____ _____ Hourly Rate: _____ Total Installation Cost: _____
25	1 ea	Training, four (4) sessions, two hours each, on site. Bidder's Description: _____ Hourly Rate: _____ X 12 hours = Total Training Price: _____ Scheduling Dates A.R.O.: _____

COMPLETE PROJECT TOTAL PRICE: \$ _____

Pricing extended beyond firm price period (120 days) through: _____ (date)

Days to complete delivery and installation A.R.O.: _____

- Although not a factor in the award of this contract, please provide below a list and pricing of items not included in this bid request, but which Contractor feels are needed to complete turnkey installation of this project (attach additional page if necessary):

Item Description/Part Number	Quantity	Unit Price	Total Price

- Three locations where vendor has provided and installed similar equipment:

Name	Address	Contact Person	Email	Phone	Fax

Executive Summary, including statement of ability to provide delivery, installation, instruction and training as specified (attach additional pages if necessary):

- Name, phone number, email and credentials of person(s) who will provide installation, demonstration and training as specified:

Installation			Demonstration and Training		
Name	Phone & Email	Credentials	Name	Phone & Email	Credentials

- **Name of Insurance Company:** _____

- **Provide Certificate of Insurance coverage.**

- **Location of service facility within 50-mile radius of Harford County:** _____

- Warranty Information:

Length of Warranty – Parts _____ Labor _____

Type of Warranty Replacement _____ Repair _____ Other _____

Approximate turnaround time: _____

Location where warranty work is performed: _____

Party responsible for transportation charges to and from point of service: _____

Conditions of Warranty: _____

- **Low Voltage Wiring Permit Number:** _____

Name of holder of permit: _____

-InfoComm Certification (add supplemental page if necessary):

Name of certified individual: _____

- Level of certification: _____

Name of certified individual: _____

- Level of certification: _____

Name of certified individual: _____

- Level of certification: _____

Name of certified individual: _____

- Level of certification: _____

MANUFACTURER'S WEBSITE ADDRESSES		
ITEM NUMBER	Manufacturer	Website Address
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