

REQUEST FOR PROPOSAL

REGION 7 MULTIMEDIA SYSTEMS

RFP # 08-10

DELIVER SEALED PROPOSALS TO:

Region 7 Education Service Center

Attn: Katie Chenoweth

1909 North Longview Street, Kilgore, Texas, 75662

DUE DATE:

September 3, 2010

## 1.0 GENERAL INFORMATION:

Region 7 Education Service Center (ESC) is soliciting sealed proposals (RFP) for Is seeking qualified vendors to deliver and install MULTIMEDIA SYSTEMS in our new building. The specifications are to be used to design a fully functional integrated managed system. We are not providing a parts list but rather a list of components that will provide Region 7 Education Service Center with state-of-the-art presentation capabilities. It is the awarded vendor's responsibly to deliver a fully functional integrated managed system. The awarded vendor will deliver a turn-key system with full training and support. This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which Region 7 Education Service Center intends to govern the relationship between it and the selected Vendor. It is the intention of Region 7 Education Service Center to award the contract to the company or companies that appears most advantageous to the ESC.

- Contact Person: Katie Chenoweth, Coordinator, Purchasing/Marketing/Communications, 903-988-6778
- **Proposals will be received NO LATER THAN 1:30 pm, September 3, 2010, in the Purchasing Department of Region 7 ESC, 1909 N. Longview Street, Kilgore, Texas 75662.**
- **A PRE-BID CONFERENCE WILL BE HELD AT 9:00 A.M. ON WEDNESDAY, August 25, 2010 IN ROOM VC1 ON THE FIRST FLOOR OF THE REGION 7 ESC BUILDING, 1909 N. LONGVIEW STREET, KILGORE, TEXAS 75662.** All room drawings will be available online at <http://hugmandesignbuild.com/files.php>, you will receive login information at the pre-bid conference. Attending the pre-bid conference is mandatory if you are submitting an RFP.
- **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

1.1 Communication with Region 7: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Region 7 will not be bound by oral responses to inquiries or written responses other than addenda.

Please direct all inquiries to:

Katie Chenoweth, Coordinator, Purchasing/Marketing/Communications  
Region 7 ESC  
1909 N. Longview Street  
Kilgore, Texas 75662  
[kchenoweth@esc7.net](mailto:kchenoweth@esc7.net)

1.2 Award of Proposal: Region 7's objective is to award the proposal to one bidder. However, Region 7 reserves the right to award this proposal on an item-by-item basis or a group of items. Region 7 reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal. Should Region 7 determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.3 Confidentiality: The information contained in proposals submitted for Region 7's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Region 7 will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Bidders should clearly mark any information considered confidential and/or proprietary.

1.4 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.5 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder (or any sub-vendor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any City, State or Federal department or agency. Submission is also agreement that Region 7 will be notified of any change in this status.

1.6 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the bidder's proposal.

1.7 Proposal Validity: Unless otherwise specified, all proposals shall be valid for 90 days from the due date of the proposal.

The envelope must be clearly identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP #08-10

1.8 Errors: Proposals may be withdrawn or amended by bidders at any time prior to the proposal opening. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of fulfilling the contract at the proposed price or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

## **2.0 GENERAL TERMS AND CONDITIONS:**

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Vendor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of Region 7 and the Vendor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: If the Vendor needs clarification of, or deviation from the terms of the contract, it is the Vendor's responsibility to obtain written clarification or approval from Katie Chenoweth, Coordinator, Purchasing/Marketing/Communications, Region 7, [kchenoweth@esc7.net](mailto:kchenoweth@esc7.net).

2.4 Litigation: The Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of laws principles. The Vendor agrees that any litigation action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Texas.

2.5 Tax Exemption: Region 7 ESC is a Non-Profit 501(c)(3) organization and is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Vendor and sub vendor shall

quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required.

2.6 Equal Opportunity: In the execution of the contract, the Vendor and all sub vendors agree, consistent with Region 7 policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request. Upon request from the Region 7 ESC, Bidder agrees to provide: (a) A listing of the names of its owners, officers, key employees, major stockholders, any partners of the company, any subcontractors; and a financial statement that shows the present and historical financial condition of Bidder.

2.7 Independent Vendor: Whether the Vendor is a corporation, partnership or other legal entity, the Vendor is an independent vendor. The manner in which services are performed shall be controlled by the Vendor, however, the nature of the services and the results to be achieved shall be specified by Region 7. The Vendor is not to be deemed an employee or agent of Region 7 and has no authority to make any binding commitments or obligations on behalf of Region 7 except as expressly provided herein.

2.8 Indemnification: The Vendor agrees to be responsible for, and to protect, save harmless, and indemnify Region 7 and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by Region 7 or for which Region 7 may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Vendor or any sub vendor under this agreement.

2.9 Quantities: The quantities shown on this request are based on estimated needs. Region 7 reserves the right to adjust quantities to meet actual needs.

2.10 Payment: Payment will be made upon receipt of correct invoice for goods that have been delivered, installed and accepted. A vendor may not submit an invoice for partial installation. All materials must be installed and inspected prior to final payment. If materials are damaged during installation vendor must replace product with like product prior to final payment.

2.11 Cancellation: REGION 7 ESC reserves the right to cancel this contract without pecuniary risk or penalty upon written notice of the intent. The board reserves the right to cancel this contract upon written notice of the intent. If at any time the vendor fails to fulfill or abide by the terms, conditions, or specifications of this contract, REGION 7 ESC reserves the right to cancel upon thirty days written notification of the intent.

### **3.0 INSURANCE:**

3.1 Liability Insurance: **Vendor MUST provide evidence of liability and workers comp insurance with this proposal.** REGION 7 ESC retains the right of approval for insurance coverage. Region 7 shall be named as an Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with Region 7. Certificates shall be filed prior to the date of performance under this Agreement.

3.2 Bonds: IF THE PROPOSAL IS IN EXCESS OF \$25,000, A PAYMENT BOND IN THE AMOUNT OF THE PROPOSAL IS REQUIRED AND MUST BE SUBMITTED BY THE AWARDED COMPANY (IES). FOR A PROPOSAL IN EXCESS OF \$100,000 A PERFORMANCE BOND SHALL BE EXECUTED IN THE AMOUNT OF THE CONTRACT CONDITIONED ON THE FAITHFUL PERFORMANCE OF THE WORK ACCORDING TO THE PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS.

#### **4.0 EVALUATION PROCESS:**

REGION 7 ESC will award the contract to the responsible service provider who best meets the needs of REGION 7 ESC. To determine this service provider, REGION 7 ESC will apply the best value concept. Criteria will include, but is not limited to:

1. The ability, capacity, and skill of the service provider to provide the service and support as described.
2. The service provider's familiarity with REGION 7 ESC requirements and attendance at the pre-bid conference.
3. The service provider's character, integrity, reputation, judgment, experience, and efficiency.
4. Performance on previous purchases or contracts with REGION 7 ESC.
5. A proposal that is functional, but is also flexible enough to offer alternatives and future opportunities.
6. A solution that can interface and integrate with existing systems and equipment.
7. A solution that can be supported and maintained without excessive cost to the district.
8. No preference on projectors. Vendors are welcome to explain the pros and cons of the type they specify in the bid so that Region 7 can make a final decision.
9. Screen sizes are 16:10 format and the projector image should completely fill the screen. Vendors need to explain in writing why they deviated from the RFP specification.

#### **5.0 CONFIDENTIAL INFORMATION:**

Vendors to the RFP are advised that materials contained in their proposals are subject to the Public Information Act and may be viewed and/or copied by any member of the public, including news agencies and competitors. REGION 7 ESC reserves the right to reject any, parts of, or all proposals received. One or several vendors may be selected through this RFP. Therefore, the proposal should contain the vendor's best price and technical response based on the RFP.

#### **6.0 REGION 7 ESC OBLIGATIONS:**

REGION 7 ESC accepts no obligations for costs incurred by vendors responding to this RFP or on being awarded the contract. REGION 7 ESC reserves the right to select a proposal without discussion with the vendors. It is understood that proposals shall become part of REGION 7 ESC's official files. Retention of these proposals does not obligate REGION 7 ESC to any action. REGION 7 ESC reserves the right to reject any and all proposals received.

#### **7.0 REFERENCES:**

Provide a list of three references including company name, contact name, address, telephone number, and email address. References should be companies or institutions that have purchased and installed items for a project similar in scope. (Not necessary for Region 7 Purchasing Cooperative vendors)

#### **8.0 DEFAULT CONDITIONS:**

If the contracted service provider breaches any provision, becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, REGION 7 ESC will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five days written notice to the service provider. REGION 7 ESC will then be relieved of all obligations, except to pay

the value of the service provider's prior performance (at not exceeding the contract rate). The service provider will be liable to REGION 7 ESC for all cost exceeding the contract price that REGION 7 ESC incurs in completing or procuring the service as described in this document. REGION 7 ESC's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance or course of dealing.

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with another bidder or with any competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
- e) **THE FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID TO BE REJECTED.**

\_\_\_\_\_

Company Name

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

**BID FELONY CONVICTION/DEBARMENT NOTICE FORM**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states that “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before termination of the contract. This notice is not required of a publicly-held corporation.

Company Name: \_\_\_\_\_

\_\_\_\_ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

\_\_\_\_ My firm is not owned or operated by anyone who has been convicted of a felony.

\_\_\_\_ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s) \_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

I hereby further certify that my company has not been disbarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register Rules and Regulations.

Signature of Company Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:** \_\_\_\_\_

**9.0 SPECIFICATIONS:**

All cabling and above/in-ceiling equipment installed must be plenum rated.

- All installations include equipment to be rack-mounted in the presentation desk, with rack-mounted power supplies, appropriate cable management, labeling and documentation.
- All Crestron units to be programmed according to customer specifications and satisfaction.
- Include warranty and support for two (2) years for each room unless specifically stated otherwise. Provide a written statement of warranty and support details.
- Include training for three (3) days of support for up to six (6) people on-site. Support staff to be fully trained on operations and support of the system(s).

## 1st Floor- Single Presentation Rooms

Labeled on Hugman Drawings as Room Numbers: 106, 108, 130 and 133

4	Screen	87" X 139" fixed frame screen
4	Projector	1080p, 5000 lumens or greater Projector
4	Ceiling Mount	Projector Ceiling Mount – account for vibration from 2 <sup>nd</sup> floor and air handler – Chief Vibration Isolator desired
4	JZ082009-1	Custom Sound-Craft Desk with Region 7 Logo
4	Document Camera	HD Document Camera, Desktop – at least 720p image quality
16	Speakers	Ceiling Mounted Speakers – Plenum Rated
4	Amp	Room Amplifier, 1 zone per room
4	Microphone	Wireless Lapel Microphone for Presenter – Shure ULXP4

### **Control System**

4	Crestron Controller	Compact Control System with Ethernet
4	Crestron Touchpanel	5" Desktop Touch Panel - Wireless
4	Crestron Touchpanel	4" Wall Mounted Touch Panel
4	Occupancy Sensor	Crestron Controlled Occupancy Sensor
4	Lighting Control	Crestron controlled lighting solution
4	1080p Video Switch	Video Switcher will be HDCP compliant
	Cables, Connectors and Additional Components	All cables, connectors and any additional components required for functional system

## 1st Floor- Large Presentation Room (Combine and Divide)

Labeled on Hugman Drawings as Room Numbers: 112, 125, 126

4	Screen	87" X 139" fixed frame screen
4	Projector	1080p, 5000 lumens or greater Projector
4	Ceiling Mount	Projector Ceiling Mount – account for vibration from 2 <sup>nd</sup> floor and air handler – Chief Vibration Isolator recommended
3	JZ082009-1	Custom Sound-Craft Desk with Region 7 Logo
3	Document Camera	HD Document Camera, Desktop – at least 720p image quality
16	Speakers	Ceiling Mounted Speakers – Plenum Rated
4	Amplifier	Room Amplifier – One zone per room
4	Microphone	Microphone for presenter, Wireless Lapel
4	Microphone	Microphone, Wireless Handheld with Stand
1	Tandberg C90	Tandberg Video Conference Unit with Sound Reinforcement Integration in Room Plus 3-year software support (updates)
3	Camera	HD Video Conference Camera

### Control System

1	Audio Mixer	Controlled Audio mixer, DSP – Combine and Divide functionality
1	Crestron Control	Compact Control System with Ethernet
3	Crestron Touchpanel	8" Desktop Wireless Touch Panel
3	Crestron Touchpanel	4" Wall Mounted Touch panel
3	Lighting Control	Crestron controlled lighting system
3	Occupancy Sensor	Crestron controlled occupancy sensor
1	1080p Video Switch	Video Switcher will be HDCP compliant – For use with the combine/divide rooms
3	1080p Video Switch	HDCP Compliant switch for individual room use
	Cables, Connectors and Additional Components	Cables, Connectors and any additional components for Combine/Divide rooms to be fully functional

### 1st Floor- Digital Signage

3	DS Player	Tightrope Carousel Digital Signage Player 230 or approved equivalent. Include TV input capability and appropriate licensing
3	LCD Display	Wall Mounted 52" or greater LCD Display – Landscape orientation
3	JZ082009-2	Sound-Craft Custom Frame with Wood Trim for LCD

## 1st Floor- Video Conference Rooms

Labeled on Hugman Drawings as Room Numbers: 116, 117, 120, 121

4	Tandberg C-60	Tandberg Video Conference Unit Plus 3-year software support (updates)
4	Video Cart	Mobile Video Conference Cart to support LCD Monitor and VC Equipment
2	Document Camera	HD Document Camera, Ceiling mounted 1080p - WolfVision
2	Document Camera	HD Document Camera, Desktop 1080p
4	Crestron Control	Crestron Control System per Room
8	Microphone	Wireless Lapel microphone system – RevoLabs or approved equivalent 2 per room
4	Display	55” or greater LCD or LED Monitor
	Cables, Connectors and Additional Components	Cabling to get teacher desk connected to the video conference unit. PC, Video, Audio, Digital Presenter and any additional components required for a functional system

## 1st Floor- Recording Studio

Labeled on Hugman Drawings as Room Numbers: 115

2	HD Camera	HD PTZ Camera with Cable And Controls To Sound Booth
1	Video Mixer	Tricaster Recommended – TCXD 300
1	Audio Mixer	Manual Mixer
3	Microphone	Microphone, Wireless Lapel – RevoLabs or approved equivalent
1	Microphone	Microphone, Wireless Handheld with Stand – RevoLabs or approved equivalent
2	Audio Monitors	Monitors For Sound Reinforcement
1	Amplifier	Amplifier For Sound Reinforcement
1	Document Camera	HD Document Camera, Desktop 1080p
1	Chroma Screen	12ft Green Screen - Electric
2		Camera Stand With Wheels
1		Teleprompter
3		Wireless Headset (Communicate With Sound Booth)
2		VGA Splitter Cables
3		Mobile Light Trees For Video Recording And Production
2		32” Video Monitor – 1 Desktop, 1 Wall Mount w/swing arm
2		50” Video Monitor – Wall Mounted, adjustable tilt

## 2nd Floor- Meeting Rooms

Labeled on Hugman Drawings as Room Numbers: 202, 203

1	Screen	87" X 139" fixed frame screen
1	Screen	60" X 96" fixed frame screen
2	Projector	1080p, 5000+ lumens projector
2	Ceiling Mount	Projector Ceiling Mount – account for vibration – Chief Vibration Isolator recommended
2	JZ082009-1	Custom Sound-Craft Desk with Region 7 Logo
2	Document Camera	Desktop Document Camera - at least 720p image quality
8	Speakers	Ceiling Mounted Speakers – Plenum Rated
2	Amplifier	Room Amplifier – One zone per room
2	Microphone	Wireless Lapel Microphone for Presenter

### **Control System**

1	Audio Mixer	Crestron Controlled Audio Mixer programmed for Combine and Divide
2	Crestron Controller	Compact Control System with Ethernet
2	Crestron Touchpanel	5" Desktop Touch Panel - Wireless
2	Crestron Touchpanel	4" Wall Mounted Touch Panel
2	Occupancy Sensor	Crestron Controlled Occupancy Sensor
2	Lighting Control	Crestron Controlled Lighting
2	HD Video Switch	1080p Video Switch in each room, is HDCP Compliant
	Cables, Connectors and Additional Components	All cables, connectors and any additional components required for functional system