



City of Everett
REQUEST FOR PROPOSALS
Proposal No. 2002-478
AUDIO VISUAL SYSTEM

****ADDENDUM NO. 1****

Date Prepared: April 29, 2002

The following clarification is hereby made part of the original bid invitation:

The proposal due day is erroneously stated in the first paragraph of the original Request for Proposals and should be Thursday and not Tuesday. The paragraph should read as follows:

“Written proposals will be received by the Purchasing Division, 3200 Cedar Street, Door 6, Everett, Washington 98201 until 2:00 p.m., **Thursday**, May 2, 2002, for the purchase of an AUDIO VISUAL SYSTEM for the Everett Station Multipurpose Room.”

All other information remains unchanged.

CLARK LANGSTRAAT, C.P.M.
Buyer

City of Everett
REQUEST FOR PROPOSALS
Proposal No. 2002-478
AUDIO VISUAL SYSTEM

Written proposals will be received by the Purchasing Division, 3200 Cedar Street, Door 6, Everett, Washington 98201 until 2:00 p.m., Tuesday, May 2, 2002, for the purchase of an AUDIO VISUAL SYSTEM for the Everett Station Multipurpose Room.

PROPOSAL INFORMATION

Proposal documents may be obtained by contacting the Purchasing Office at 3200 Cedar Street, Everett WA 98201, or phoning (425) 257-8840 or by email to clangstraa@ci.everett.wa.us or from our website at <http://www.everettwa.org>.

A list of proposal submittals may also be viewed at our web site after the proposal deadline upon timely completion of analysis and tabulation.

All proposers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

PROPOSAL SUBMITTAL

Faxed proposals are not acceptable for this particular solicitation. All quotes must be delivered to the City of Everett Purchasing Division, 3200 Cedar Street, Everett, Washington 98201 and be received by the deadline. They should be clearly marked:

PROPOSAL FOR AUDIO VISUAL SYSTEM, NO. 2002-478

Only firm proposals will be accepted and the City reserves the right to reject any or all proposals or waive any irregularities and informalities in the proposals submitted and accepted by the City. No proposer may withdraw his proposal after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make awards to the responsible offeror whose proposal is determined to be the most advantageous to the City of Everett.

Clark Langstraat, C.P.M.
Buyer

INTRODUCTION

General Information

The City of Everett desires to equip the Multi-Purpose room at the newly-completed Everett station with Audio Visual Presentation equipment to support the range of meetings and other activities to be held in this facility. The City has contracted with an event management firm to coordinate rental activities and wishes to provide a flexible, turnkey system for prospective users. The 3000 sq. ft. Multi-Purpose room is on the fourth floor of the Station and has been pre-wired with parallel microphone and speaker circuits with access panels located throughout the room.

Objective

The desired system will be portable and flexible for use in a variety of meeting and event configurations. It will be capable of being completely broken down and stored in an adjacent closet. System must be designed for set up by event management staff and left for use with little or no intervention by facility users. Anticipated uses for this facility will include single and multiple speaker presentations with the potential for computer and video presentations and audience interaction. Where applicable, system will meet ADA requirements.

Scope

Vendor will provide and assemble equipment specified on Equipment list into a turnkey system. Vendor will deliver system as well as test and tune it for use in the room. Vendor will provide training to specified staff members in correct setup and operation of the system and its components. Vendor will provide all manufacturer's documentation and diagrams of system wiring and assembly.

Site Inspection

Proposers are encouraged to make a physical inspection of the project site. There will be a site inspection on Thursday, April 18, 2002, at 10:00 a.m. at the Everett Station, 4th Floor, 3201 Smith Avenue, Everett 98201. All interested vendors and installers are encouraged to attend.

RFP Coordinator

Upon release of this Request for Proposals (RFP), all vendor communications concerning this acquisition must be directed to the RFP Coordinator listed below. Unauthorized contact regarding the RFP with other City of Everett employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Vendors should rely only on written statements issued by the RFP Coordinator.

Clark Langstraat, C.P.M.
City of Everett Purchasing
3200 Cedar Street
Everett WA 98201
Phone: (425) 257-8905
Fax: (425) 257-8864

Bid Bond

A bid bond is not required.

Performance Bond

A Performance Bond will not be required.

Proposal Response Date and Location

The vendor's proposal, in its entirety, must be received by Purchasing not later than 2:00 p.m., May 2, 2002 in Everett, Washington, 98201. Proposals arriving after the deadline will be returned, unopened, to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Vendors assume the risk of the method of dispatch chosen. The City of Everett assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.

Multiple Proposals

Vendors interested in submitting more than one proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions and specifications of the RFP.

Proposal Presentation and Format Requirements

Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. Manuals and other reference documentation may be bound separately. All responses, as well as any reference material presented must be written in English.

Waiver of Minor Administrative Irregularities

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

Single Response

A single response to the RFP may be deemed a failure of competition and in the best interest of the City of Everett, the RFP may be cancelled.

Proposal Rejection

The City of Everett reserves the right to reject any or all proposals at any time without penalty.

Withdrawal of Proposals

Vendors may withdraw a proposal which has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to Purchasing. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the proposal closing date and time.

Non-endorsement

As a result of the selection of a vendor to supply products and/or services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the City of Everett will comply according to the Open Public Records Act, Chapter 42.17 RCW . If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

Response Property of the City of Everett

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

No Obligation to Buy

The City of Everett reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the City of Everett to purchase.

Cost of Preparing Proposals

The City of Everett is not liable for any costs incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

Number of Proposal Copies Required

Vendors are to submit one original proposal and two copies.

Errors in Proposal

The City of Everett will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City of Everett reserves the right to make corrections or amendments due to errors identified in proposals by the City of Everett or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

Third Party Vendor

The City of Everett will accept proposals which include third party equipment only if the proposing vendor agrees to act as prime contractor and guarantor for all proposed equipment and software. Vendors must disclose the use of any third party vendor equipment and indicate willingness to assume prime contractor responsibility.

Necessary Ancillary Equipment and Software

Unless specifically excepted by the terms of the RFP, all parts and accessories (i.e. cables, power converters) ordinarily furnished or required to make the proposed equipment a complete operating unit shall be furnished by the vendor, at no additional cost to the City of Everett. These items must be listed in the cost proposal.

Condition of Proposed Equipment

All equipment proposed must be new equipment.

Configuration Adjustment with Contract

The City of Everett reserves the right to select and exclude any equipment for the actual acquisition regardless of the configuration proposed by the vendor. The vendor will be consulted on any such adjustments whenever it is determined that the configuration adjustment may adversely impact the system performance.

Equipment Delivery

Vendors must certify that the proposed equipment can be delivered, installed and operationally ready within the stated number of days on their RFP submission.

DELIVERY

The vendor assumes responsibility for the delivery, installation, maintenance, and initial adjustment of all vendor supplied equipment.

DOCUMENTATION

The successful vendor must provide one complete set of operating manuals for each item of equipment and “as-built” diagrams of system assembly and connection.

INSTALLATION ASSISTANCE

Installation and initial adjustment is required for any hardware acquired from the vendor.

WARRANTY

All equipment provided under this agreement shall have a manufacturer's warranty of no less than one year.

Successful vendor will provide warranty for system assembly and workmanship for one full year. Warranty period will commence from date of delivery of system and acceptance by City staff.

SERVICE CONTRACT

Vendors are asked to provide a copy of their standard maintenance contract and/or details and pricing for non-warranty maintenance and repair.

VENDOR INFORMATION REQUIREMENTS

Customer References

The vendor must submit a minimum of two non-vendor owned customer references presently using the proposed equipment and software of comparable size to City of Everett's volume requirements. All items proposed and referenced must be installed at a customer site for 90 days prior to the Proposal Due Date. Include the following for each reference:

Company Name
Business Address
Name of Contact
Title of Contact
Telephone Number of Contact
Description of Installation
Date Installed

The City of Everett may, at it's option, contact other known vendor customers for references.

Pricing Information

The vendor must provide purchase prices and installation costs for each equipment item and service.

CONTRACT AWARD AND EXECUTION

The City of Everett reserves the right to make an award without further discussion of the proposal submitted; there will be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer.

EVALUATION CRITERIA

In addition to price, the following elements shall be given consideration:

- The ability, capacity and skill of the bidder to perform the contract or provide the service required;

- The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- Whether the bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or services;
- Such other information as may be secured having a bearing on the decision to award the contract.

SPECIFICATIONS

BASE SYSTEM

Note: all equipment listed below has been determined to meet the quality and performance standards for this project. Any substitutions or alternates must be noted as such and approved by the City. Any proposed substitutions must be accompanied by submittals sufficient for evaluation.

Rack Mounted

Equipment below will be assembled by vendor into a rolling, rack mounted unit with all appropriate connections made to accepted industry standards. Vendor will provide all cables, interface/patch panels, power distribution and all other accessories and hardware necessary to make this a complete, turnkey system. All connections and cables will be labeled for easy identification. Vendor will test and tune system for room characteristics and provide security panels as necessary to prevent “accidental” adjustments and provide “volume-only” control by unauthorized users.

1	1	L258-36	Portable Equip Rack 21U	Lowell
2	1	L258-GT	Graphite laminated top	Lowell
3	1	801	Mixer	Biamp
4	1	GRQ-3101	Single channel Graphi-Q	Sabine
5	1	ICA 1200	Power Amplifier	Peavey Architectural
6	1	EW112	UHF Wireless Lavalier	Sennheiser
7	1	EW135	UHF Wireless Handheld	Sennheiser
8	1	DVD-1000P	DVD/Video/CD Player	Denon
9	1	DRM-555P	Cassette Deck	Denon
10	1	HR-S3900U	VCR	JVC

Peripherals

Where feasible and unless provided with a dedicated case all equipment below will be stored in a purpose designed, rolling case made by Flightform or other equivalent manufacturer. Vendor will provide all necessary cables, hardware and accessories to connect equipment below to rack mounted components.

1	4	E835	Wired microphone	Sennheiser
2	4	MS12	Mic stand (floor)	Atlas Sound
3	4	DS-7	Mic stand (desk)	Atlas Sound
4	4	NAP-30	30 ft. mic cable	Rapco
5	4	NAP-15	15 ft. mic cable	Rapco
6	2	14-15 ON-ON	Speakon Speaker cable	Rapco
6	2	14-50 ON-ON	Speakon Speaker cable	Rapco
7	2	Quadra 12	Loudspeaker	Peavey Architectural
8	2	S-1	Speaker Stand	Peavey Architectural
9	1	EDP-6100	Video Projector	Elmo
10	1	Cinefold #218087	150" Video Projection Screen	Draper
11	1	HD Legs	Heavy duty legs for screen	Draper

SYSTEM OPTIONS

All options to include all labor and necessary cables and accessories for connection to Base System.

Option 1

Add Elmo DT-70 Desktop Presenter, or equivalent

Option 2

Add Elmo TRV-35H Slide to Video Converter, or equivalent

Option 3

Add SCT AVT-24 Teleconferencing interface, or equivalent

Option 4

Add Sennheiser IR Assistive Listening System (ALS) appropriate to room and anticipated audiences.

City of Everett
Proposal No. 2002-478 REQUEST FOR PROPOSALS AUDIO VISUAL SYSTEM Submittal Sheet

Number of years providing Audio Visual Systems of equivalent scope: _____

Hours and methods of technical support _____

State the number of business days to have equipment installed and operational after receipt of order: _____

Customer References:

1. Company Name _____

Business Address _____

Name of Contact _____

Title of Contact _____

Telephone Number of Contact _____

Description of Installation _____

Date Installed _____

2. Company Name _____

Business Address _____

Name of Contact _____

Title of Contact _____

Telephone Number of Contact _____

Description of Installation _____

Date Installed _____

YOUR COMPANY NAME: _____

Submittal Sheet, page 2

Pricing Information

Description	System Bid Price
Base Audio Visual System, as specified:	\$
_____. _____% Washington State Sales Tax	\$
Total	\$

Additional: Option 1	Unit Bid Price
Elmo DT-70 Desktop Presenter, or equivalent:	\$
_____. _____% Washington State Sales Tax	\$
Total	\$

Additional: Option 2	Unit Bid Price
ElmoTRV-35H Slide to Video Converter, or equivalent:	\$
_____. _____% Washington State Sales Tax	\$
Total	\$

Additional: Option 3	Unit Bid Price
SCT AVT-24 Teleconferencing interface, or equivalent:	\$
_____. _____% Washington State Sales Tax	\$
Total	\$

Additional: Option 4	Unit Bid Price
Sennheiser IR Assistive Listening System (ALS):	\$
_____. _____% Washington State Sales Tax	\$
Total	\$

YOUR COMPANY NAME: _____

Submittal Sheet, page 3

Do you certify that you are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs? Yes No

Will you sell additional units to the City of Everett at the proposal price until further notice? Yes No

Will you sell additional units to other government agencies within the State of Washington at the proposal price, terms and conditions until further notice? The City of Everett accepts no responsibility for the payment of the purchase price by other government agencies. Yes No

The undersigned hereby accepts the terms and conditions as set forth herein. **This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.**

FULL LEGAL NAME OF BIDDER _____

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

CITY OF EVERETT _____ UBI _____

BUSINESS LICENSE NUMBER _____ NUMBER _____

CITY OF EVERETT

STANDARD TERMS AND CONDITIONS

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF EVERETT AND THE LAWS OF THE CITY OF EVERETT PURCHASING DIVISION AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Purchasing Manager or appropriate Buyer.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Manager or appropriate Buyer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.
The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Purchasing Manager or appropriate Buyer.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.
It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the CITY unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. **LABOR AND INDUSTRIES** Contractor is required to procure Labor and Industries permits LI 700-7 and LI 700-29 and abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall be submitted to the City Clerk and Department of Labor and Industries.
19. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
20. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Snohomish County.
21. **BRANDS** When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
22. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**