

Request for Proposal

for

AV Upgrades

Proposal Due Date-1/7/22 12 PM Mandatory Pre-proposal meeting 12/13/21 in CSC 202 Schnecksville Campus

> 4525 Education Park Drive Schnecksville, PA 18078 610-799-2121

TABLE OF CONTENTS

	<u>Page</u>
Cover Page	1
Table of Contents	2
Introduction	3
Contact Information	3
Timeline	3
General Instructions for Proposal	3-4
Submission of Proposal	4
General Information	4
Appendix A-Scope of Work	5-8
Appendix B-Vendor Proposal Form	9
Appendix C-Noncollusion Affidavit	10
Independent Contractor Agreement (informational-read only)	11-17

Introduction

Lehigh Carbon Community College (LCCC) is initiating a process for the selection of a vendor to provide the College with AV Upgrades. The College is requesting written responses to this proposal. The proposals are due by 12:00 PM on January 7, 2022. No proposals will be accepted after the proposal date and time.

The Request for Proposal (RFP) is part of a competitive process which will be undertaken in order to serve the College's best interests and provide vendors with a fair opportunity for their professional services to be considered. Representatives from the College will evaluate the proposals based upon a number of factors including, but not limited to fees, services, and qualifications. The final determination will be based on the proposal which, in the opinion of the selection committee and the College, best serves the interest of the College. The College reserves the right to reject any and all proposals or select a single item from any proposal or to cure any non-material oversight.

All parties interested in providing services requested in this proposal must fulfill the requirements defined herein and accept terms and conditions as stated in the college's "Independent Contractor Agreement."

Contact Information

Questions concerning the RFP should be directed to: Susan Lindenmuth, Purchasing & Contracts Manager slindenmuth@lccc.edu

Phone: 610-799-1151 Fax: 610-799-1566

RFP Timeline

• Date of Issue: December 4, 2021

• Mandatory Pre-proposal meeting: December 13, 2021 (11AM-12PM) CSC 202, Parking lot F

• Clarifying Questions Deadline: December 17, 2021

Proposal Due Date: January 7, 2022 12PM
Estimated Award Date: February 7, 2022
Project Start Date: February 14, 2022

General Instructions for Proposal

- a) Proposal Content-A completed proposal must contain the following:
 - Appendix A-Requirements of Proposal (responses required)

- Appendix B- Proposal Form-completed by an individual authorized to bind the vendor. All proposals submitted without proposal form may be deemed inadequate.
- Appendix C-Non collusion Affidavit

Submission of Proposal

Written proposals are to be received no later than 12 PM on January 7, 2022 at the office of the Purchasing & Contracts Manager, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Ms. Susan Lindenmuth). Two (2) paper copies & One (1) flash drive of the proposals must be in a sealed envelope marked "AV Upgrade Proposal" Electronic files by email will not be accepted.

General Information

Lehigh Carbon Community College is a community college with the main campus in Schnecksville, Pa., and sites in Tamaqua and Allentown, Pa. Classes in the aviation program are offered at the Lehigh Valley International Airport. The college was founded in 1966 and offers associate's degrees and certificates, as well as workforce training and community education. Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs.

The college serves more than 9700 credit and 4100 noncredit students annually and employs more than 260 full-time staff, administrators and faculty, and more than 580 part-time employees and adjunct faculty.

Appendix A Scope of Work

Requirements for Proposal

Community Services Center Ballroom and Science Hall lecture halls AV upgrades

Introduction to scope:

Lehigh Carbon Community College will be upgrading and installing state of the art AV technology in its conference center and stadium seating classrooms. These upgraded facilities must have centralized podium controls that are easy to use and require little to no training for the average user. This Request for Proposal seeks an experienced AV system designer and installer to provide AV design and installation services for the Community Services Center (CSC) ballroom and Science Hall stadium-seating lecture areas (SH 141, 142, 143, 144, 145). The CSC Ballroom consists of a 6,466 ft² event space that can be partitioned into six (6) smaller conference rooms. All AV equipment in this space shall work in multiple configurations. This includes, but is not limited to, new AV equipment, controllers, wiring and programming necessary for a fully functional system as listed in the requirements below.

Criteria for Evaluation Proposals will be evaluated based on:

- Comprehensive scope of project and fulfillment of requirements of the proposal
- Experience and certifications of Contractor
- Proposed project schedule
- Training and customer support provided
- Project Cost
 - o Itemized pricing for all equipment, software, services, etc. is required
- Warranty and support
- References-Three (3) or more

Scope of Work

- The contractor will design, provide equipment, and install a new audio/video system that will allow the entire room to hear and see presentations clearly. Below is a general list of needs:
 - All items proposed must be name brand, high commercial grade as per technical specifications.
 - o Wireless projection capabilities.
 - o ADA compliant.
 - Vendor will provide and install Extron brand controllers as per LCCC standards.
 - Vendor will ensure all hardware and software is at the latest, stable release of firmware, drivers, security patches, etc.
 - Vendor will provide any configuration or programming files to LCCC staff.

- Vendor will show/train IT AV staff on use of equipment, troubleshooting, and loading of configuration files.
- All equipment provided must include a full two-year parts and labor warranty.
 Warranty period to begin upon system acceptance.
- O After the second year all equipment shall also be part of a yearly Maintenance agreement renewal in which the equipment/wiring/software and all issues related to the systems can be called in for on-site maintenance with a 4 hour response time.
- The contractor shall complete a site survey, design the appropriate system, and provide all drawings for review and approval before installation of a fully functional system.
- The contractor will remove and properly dispose of, off-site, any old audio/video and accessory equipment, wiring, racks, packing materials, and all other trash/recycling associated with the project after approval by the project lead.
- The contractor shall provide end-user training documentation including, but not limited to, written and video instructions.
- The contractor will provide the Lehigh Carbon Community College IT Department with copies of all manuals and instructions.

Contractor requirements

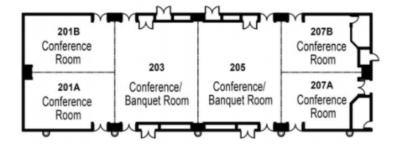
- The contractor will be the proposed equipment's authorized distributor. All equipment shall be installed by the contractor in accordance with the manufacturer's specifications.
- The contractor may need to work around scheduling conflicts in some rooms. The date of install will need to be arranged so as not to affect classroom use.
- The contractor shall have experience (higher education preferred) designing and configuring audio/video systems in large meeting rooms and classrooms.

RFP Technical Specifications

CSC Ballrooms CSC201 A&B, 203, 205, 207 A&B

- New Extron AAP's or MAAP's are required for the AV connections within the existing wiremold floor boxes and podiums. New cabling from floor boxes and podiums to the AV control room.
- Six (6) new ceiling mounted Panasonic Laser Projectors housed within new lift operators, one per room, 6,000 to 10,000 Lumens with proper lens to fill screens.
- Two (2) new wall boxes with HDMI connection to projector.
- Wireless projection capabilities.
- Video camera(s) and associated equipment to allow seamless videoconference experience via Zoom, Google Meet, and web conference systems.
- Replace screen fabric on six (6) current Draper screen enclosures with suitable 16x9 format tab tensioned.

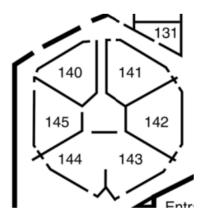
- Four (4) new podiums shall be replaced to be ADA Compliant, provide adequate space for the microphone, touch panel, computer & display, guest laptop, and all associated equipment.
 - O Sources at each podium shall be an LCCC provided PC via HDMI and a Guest HDMI port for a laptop.
- Shure flexible gooseneck push to talk microphone on each podium
- New Shure handheld and lavalier wireless microphone for each room.
- Each room shall have an assistive listening system.
- Extron TouchLink Pro 5" Touch Panel AV Controller in Wall for each room.
- Extron TouchLink Pro 7" Touch Panel AV Controller on each Podium.
- Extron TouchLink Pro Wireless Master AV Controller utilizing an iPad.
- Audio sound reinforcement system for all rooms, divisible into sub room configurations.
- Program audio system for all rooms, divisible into sub room configurations.
- Rack mounted PDUs and power conditioning shall be installed in AV Control room located adjacent to CSC207B.
- New Extron DTP Matrix Switchers shall be utilized.
- All equipment shall support 4K standards.
- The following, currently installed equipment shall be reused: Wiremold Evolution 8AT floor boxes; Ceiling Mounted Wedge Speakers KSI 8081-CSD for program sound; Ceiling mounted JBL Control 26T & 19CST speakers for distributed sound reinforcement; Draper screen enclosures and controls.
- The following equipment will be furnished by LCCC: Podium computer, display, keyboard and mouse.



Hex Classrooms Science Hall Rooms 141, 142, 143, 144, 145

- SH141, 142, 145 are single lecture classrooms
- SH143 & 144 are adjacent rooms with an air wall that can be opened to combine into one large space. The rooms shall function as individual and combined rooms.
- Wireless projection capabilities.
- Each room shall utilize a Panasonic laser projector, 5,000 to 10,000 lumens ceiling mounted projector.
- New Da-Lite tab tensioned, electrically operated projection screens with suitable 16x9 format screens.

- New podium to be ADA Compliant, provide adequate space for the microphone, touch panel, computer & display, guest laptop, document camera. Must contain rack rails for all associated equipment.
 - Sources will be; an LCCC provided computer with HDMI output, an Elmo TT-12W Document Camera, Kandao camera, and a guest HDMI laptop
- New pair of front wall mounted JBL Control 25 Speakers in each rooms.
- Ceiling mounted in JBL Control 26T speakers for distributed sound reinforcement shall be utilized in SH143 & 144.
- New Shure Flexible Gooseneck Push to Talk Microphone on each podium in SH143 & 144.
- SH143 & 144 room shall have an assistive listening system
- SurgeX or similar power conditioning for each room's AV system.
- Extron AV switcher and amplifier for each room.
- Extron 7" TouchLink Pro Panels in each room on the podium.
- HDBaseT wiring to projectors.
- All equipment shall support 4K standards.



Appendix B Vendor Proposal Form

TO: LEHIGH CARBON COMMUNITY COLLEGE

We, the Undersigned, having examined the specifications and all other documents and, being familiar with the various conditions under which these services and/or supplies are to be used, agree to furnish, install, and warrant all labor, materials, equipment, and any other required services to fulfill the requirements of the Request for Proposal.

COMPANY	NAME:				
ADDRESS:					
AUTHORIZ	ED SIGNAT	TURE:			
PRINTED N	AME:				
TITLE:					
FEDERAL I	.D.#:				
EMAIL					
PHONE NU	MBER				
Verify receipt of:		Addendum No.	Date Received		
		Addendum No.	Date Received		
		Addendum No	Date Received		
Checklist:	Responses to Requirements of Proposal				
	Vendor Proposal Form				
	Non collusion Affidavit				

Appendix C NON COLLUSION AFFIDAVIT

State	of	:	
Cour	nty of	: s.s.	
	e that I am the		(Name of Firm) and , and its owners, directors, and officers. I am ant of this proposal.
I stat 1.	that: The price(s) and amount of this communication or agreement w		ed at independently and without consultation, proposer or potential proposer.
2.	approximate amount of this pro	posal, have been disclose	neither the approximate price(s) nor d to any other firm or person who is a osed before the proposal submission date.
3.		osal higher than this pro	of firm or person to refrain from proposing on this opposal, or to submit any intentionally high of proposal.
4.	1 1		arsuant to any agreement or discussion with, or mentary or other noncompetitive proposal.
5.	and employees are not currently four years been convicted or for	y under investigation by a und liable for any act prol	rm) its affiliates, subsidiaries, officers, directors, ny governmental agency and have not in the last nibited by state or federal law in any jurisdiction ng and/or bidding on any public contract, except
abov Servi unde	ices in awarding the contract(s) for	l important, and will be re or which this proposal is s his affidavit is and shall b	rm) understands and acknowledges that the lied upon by the Department of General ubmitted. I understand and my firm be treated as fraudulent concealment from the submission of this proposal.
	(Signature)		SWORN TO AND SUBSCRIBED BEFORE ME THISDAY OF, 20
((Signatory's Printed Name)		Notary Public
	(Signatory's Title)		My Commission Expires

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the XX day of XXXXXXXX, by and between LEHIGH CARBON COMMUNITY COLLEGE, with its principal office at 4525 Education Park Drive, Schnecksville, PA 18078, (the "College"), and XXXXXX, of XXXXXX (the "Contractor").

BACKGROUND

WHEREAS, Contractor has extensive expertise and training inXXXXXX; and

WHEREAS, the College desires to engage Contractor to provide XXXXXXX to the College upon the terms and conditions set forth herein; and

WHEREAS, Contractor is willing to provide XXXXXX to the College upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained in this Agreement, do hereby agree as follows:

- 1. <u>RECITALS.</u> The recitals set forth above are incorporated herein as if fully set forth at length.
- 2. <u>SERVICES.</u> Contractor hereby agrees to be retained by the College, as an independent contractor, to provide XXXXXXX to the College as set forth on Schedule "A" attached hereto and incorporated herein.
- A. Contractor shall supply, at Contractor's sole expense, all equipment, materials and/or supplies required to perform the duties and responsibilities of Contractor hereunder, and shall determine, in Contractor's discretion, but subject to the rules and requirements of the College, the times, daily schedule, itinerary and hours Contractor shall devote to the duties of Contractor hereunder.
- B. Contractor hereby represents and warrants to the College that Contractor has, and will at all times hereunder have, the requisite certifications, expertise, experience, personnel and equipment to perform the services required hereunder.
- 3. <u>COMPENSATION.</u> The Contractor's compensation for services rendered hereunder shall be as set forth on Schedule "B" attached hereto. Contractor shall not be entitled to reimbursement for any expenses incurred by Contractor in performing Contractor's services hereunder except for those expressly set forth on Schedule "B" attached hereto.

4. TERM AND TERMINATION.

- A. <u>Term.</u> The term of this Agreement shall commence on XXXXXXXX and end on XXXXXXXX unless otherwise terminated by either party in accordance with this Agreement.
- B. <u>Termination</u>. The College or the Contractor may terminate this Agreement by giving the other party at least sixty (60) days prior written notice of such termination. Upon termination hereunder, all obligations, duties and responsibilities of the parties shall immediately cease except as follows: (1) the College shall remain obligated to pay any compensation earned by Contractor prior to the date of termination; and (2) any obligations, promises or covenants in this Agreement that are expressly made to extend beyond termination of this Agreement shall remain in effect.
- 5. <u>AFFIRMATIVE COVENANTS OF CONTRACTOR.</u> During the term of this Agreement, Contractor shall:
- A. Provide and perform the services required of Contractor hereunder in accordance with all federal, state and local laws and regulations;
- B. Identify Contractor as being an independent contractor associated with the College; and
- C. Maintain and keep current all licenses and certifications necessary for Contractor to provide and perform the services required of Contractor hereunder.
- 6. <u>CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.</u> Contractor represents and warrants to the College that: (a) there are no restrictions, by law, regulation, or otherwise, which would prevent or make unlawful Contractor's execution of this Agreement, Contractor's engagement hereunder or the performance of Contractor's services hereunder; (b) Contractor's execution of this Agreement and Contractor's engagement hereunder do not constitute a breach of any other contract, agreement or understanding, oral or written, to which Contractor is a party or by which Contractor is bound; and (c) Contractor is free and able to enter into this Agreement with the College, and to perform all of Contractor's duties contemplated hereby. Contractor hereby agrees to indemnify, defend and hold harmless the College from and against all claims, judgments, losses, damages, settlements, costs and expenses incurred or suffered by the College as a result of a breach by Contractor under this Section.
- 7. <u>INDEPENDENT CONTRACTOR</u>. It is hereby understood and agreed that Contractor in performing the services pursuant to this agreement is acting in the capacity of an independent contractor, and that Contractor is not an agent, servant, partner, joint venture, or employee of the College. Contractor shall be solely responsible to pay all employment taxes, all withholdings, unemployment compensation contributions and other employment related matters applicable to any of Contractor's employees. Notwithstanding the foregoing, Contractor shall

devote the appropriate amount of time necessary to provide the services described herein, and will operate within the rules and policies of the College as may be amended from time to time. Contractor shall maintain such child abuse history and/or criminal history background checks for Contractor, and any other individuals who may be providing services to the College pursuant to this Agreement, as may be required by the College and by Pennsylvania law. The College acknowledges that as an independent contractor, Contractor may, during the term of this Agreement, be engaged in other business activity rendering the same or similar services to other organizations.

- 8. <u>INDEMNIFICATION</u>. Contractor hereby agrees to defend, indemnify, protect and hold harmless the College from and against any and all claims, suits, damages and liabilities of any kind arising as a result of, or caused by, the negligence of Contractor, Contractor's agents, officers, employees or contractors, and/or the breach by Contractor of any of Contractor's obligations hereunder.
- 9. <u>INSURANCE</u>. Contractor shall at all times hereunder maintain general liability insurance of not less than \$1,000,000.00 combined single limit coverage, and professional liability insurance of not less than \$1,000,000.00 combined single limit coverage, with the College and its employees listed on each such insurance policy as additional named insureds. Prior to commencement of the term of this Agreement, and thereafter upon reasonable request, Contractor shall provide the College with a Certificate of Insurance reflecting the aforesaid insurance coverage requirements. Contractor shall notify the College in writing within thirty (30) days of any change in said coverage, and within three (3) business days of receiving any notice of termination of said coverage.
- creates a relationship of confidence and trust on the part of Contractor for the benefit of the College. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the College, including but not limited to education records, and Contractor acknowledges that the College would not have entered into this Agreement unless it were assured that all confidential information would be held in confidence by Contractor for the sole benefit of the College. Therefore, during the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except to such persons designated in writing by the College. Contractor will not cause, suffer or permit the confidential information to be used for the gain or benefit of any party other than the College, or for Contractor's personal gain or benefit outside the scope of Contractor's engagement by the College hereunder. The Contractor shall take all reasonable action that the College deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the College's interests in, such confidential information.
- A. Contractor acknowledges and agrees that any and all technologies, documents, lists, software, systems, disks, tapes, designs, inventions, processes, enhancements, improvements, theories, discoveries, materials and/or creations, whether or not confidential information, made or created, in whole or in part, by Contractor, in the course of or relating to

Contractor's engagement with the College (individually a "Creation" and collectively "Creations") were, are and shall each be treated as and shall remain a "work for hire" by Contractor for and on behalf of the College.

- Contractor shall and does hereby unconditionally and irrevocably assign to B. the College any and all right, title and interest that Contractor, had, has and/or from and after the date hereof may have in or to any of such Creations, without any additional compensation, and free of any and all liens, interests and/or encumbrances of any form, nature or type. Upon discovery and/or conception of any Creation, Contractor shall, at the request and cost of the College, sign, execute, make and deliver any and all such deeds, assignments, documents and other instruments, and do any and all such acts and things, as the College may reasonably require, (i) to apply for, obtain and/or vest in the name of the College alone (unless the College otherwise so directs in writing) letters, patent, copyrights and/or any other analogous protection in the United States of America or any other country; and, when and as so obtained or, vested, to renew and restore the same; and (ii) to defend any opposition proceedings in respect of any such applications and any opposition proceedings or petitions or applications for revocation of any such letters patent, copyright and/or other analogous protections. Contractor further covenants and agrees that the compensation and benefits to which Contractor may be entitled pursuant to this Agreement includes payment for Contractor's assignment of any and all such rights, title and interests to the College, including any and all copyrights, patent rights, patent applications, and any and all other intellectual property rights of Contractor in and to any of the Creations.
- 11. <u>SURVIVAL.</u> Sections 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.

12. MISCELLANEOUS.

- A. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and be binding upon the College, its successors and assigns, and upon Contractor, Contractor's successors, heirs, executors, administrators and legal representatives.
- B. <u>Controlling Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- C. <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other party.
- D. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, or commitments between the parties. This Agreement may only be modified by a written agreement signed by both parties hereto with the approval of the Board of Directors of the College.
- E. <u>Notices</u>. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered (i) in person, or (ii) by nationally recognized courier including (but not limited to) FedEx, UPS or USPS via a delivery confirmation service, to the

parties at the addresses first set forth herein, or at such other address as either party may designate in writing. All notices hereunder shall be deemed delivered when received by the party to whom it was sent.

- F. <u>Waiver</u>. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by said party.
- G. <u>Headings</u>. The headings of the Sections herein are for reference only; they form no part of this Agreement and shall not in any way affect its meaning or interpretation.
- H. <u>Execution and Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- I. <u>Budget Approval</u>. The College obligation hereunder is subject to approval by its Sponsor of the annual budget. The College covenants to include in its annual budget for approval for the term hereof the amounts payable hereunder. The College does not guarantee approval of the budget.
- J. <u>Conflicts</u>. In the event of a conflict between the terms of this Agreement and the terms set forth on any attachment or schedule, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth above.

Bv:

COLLEGE:

LEHIGH CARBON COMMUNITY COLLEGE

J
Title:
Date:
CONTRACTOR:
By: <u>Title:</u>
Date:

SCHEDULE "A" SCOPE OF SERVICES

SCHEDULE "B" FEES