

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR BIDS #23-4111  
Brooksville Boardroom Audio-Visual (AV) and Video Systems Upgrades**

**SUBMIT PROPOSALS TO:  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ELECTRONICALLY THROUGH [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM).**

**DIRECT INQUIRES TO: Celeste Larisey, Procurement Specialist  
TELEPHONE: (352) 505-2970**

**Email: [procurement@watermatters.org](mailto:procurement@watermatters.org)**

**Posted: January 29, 2023**

**DUE DATE AND TIME: February 28, 2023 at 2 p.m. local time.**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders to upgrade the Brooksville Office Boardroom Audio-Visual (AV) AND Video System, if and when ordered, for the District. These services and materials are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point to the District Brooksville Service Office. For the purposes of this document the following terms are used interchangeably: bid/bidder, response/respondent, and proposal/proposer.

**MANDATORY PRE-BID CONFERENCE AND SITE VISIT:**

**LOCATION: 2379 Broad Street, Brooksville, FL 34604  
SUBLOCATION: Building 4 Boardroom  
February 14<sup>th</sup>, 2023  
10:00 a.m. Local Time**

**THE DISTRICT ONLY RECEIVES BIDS THROUGH DEMANDSTAR  
AT [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM).**

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**TABLE OF CONTENTS**

**PART I - INTRODUCTION**

- 1.1 Internet Availability
- 1.2 Americans with Disabilities Act (ADA)
- 1.3 Correspondence
- 1.4 Questions
- 1.5 Bid Receipt and Opening
- 1.6 Delays, Changes, and Addenda
- 1.7 Cancellation
- 1.8 Bid Withdrawal
- 1.9 Bid Signature and Form
- 1.10 Contract Price Bid
- 1.11 Optional Alternative Bid Proposals
- 1.12 Rejection of Bid
- 1.13 Responsive/Responsible
- 1.14 References
- 1.15 Subcontractors
- 1.16 Bid Tabulation and Notice of Intent to Award
- 1.17 Bid Protests
- 1.18 Execution of Contract
- 1.19 Law Compliance

**PART II – GENERAL CONDITIONS**

- 2.1 Definitions
- 2.2 Term
- 2.3 Bid Calendar
- 2.4 Taxes
- 2.5 Fuel Cost Adjustment
- 2.6 Manufacturer’s Name and Approved Equivalents
- 2.7 Standards for Quality and Workmanship
- 2.8 Inspection of Work
- 2.9 Guarantee
- 2.10 Construction Access
- 2.11 Public Records Law
- 2.12 Public Entity Crimes
- 2.13 Purchases by Other Public Agencies
- 2.14 Discrimination
- 2.15 Scrutinized Companies

- 2.16 Employment of Florida Residents
- 2.17 Employment Eligibility Verification
- 2.18 Lobbying Prohibition
- 2.19 Indemnification
- 2.20 Insurance
- 2.21 Failure to Complete the Work on Time
- 2.22 Contractor’s Understanding
- 2.23 Materials, Appliances, Employees
- 2.24 Tools and Equipment
- 2.25 Estimated Quantities
- 2.26 Protection of Work and Property
- 2.27 Background Checks

**PART III - SCOPE AND SPECIFICATIONS**

- 3.1 Project Description
- 3.2 General Requirements and Technical Specifications
- 3.3 Acceptance of Site
- 3.4 District Service Office Locations to be Serviced
- 3.5 Weekly Schedules
- 3.6 Customer Service Attitude
- 3.7 Uniform and Badge
- 3.8 Tobacco Use and Fragrances/Odors
- 3.9 Furnishing Service
- 3.10 Post-Award Project Kick-Off Meeting and Training(s).

**PART IV – BID RESPONSE**

- 4.1 Basis for Award of Contract

**ATTACHMENTS**

- Attachment 1 – Bid Response Form
- Attachment 2 – Bidder Qualification Requirements
- Attachment 3 – Public Entity Crimes Statement
- Attachment 4 – Certification Regarding Drug-Free Workplace Requirements
- Attachment 5 – Sample Agreement

## **PART I - INTRODUCTION**

### **1.1 INTERNET AVAILABILITY.**

District solicitations, reference documents (unless exempt and/or confidential), and addenda are available for review and may be downloaded via the District's Procurement Website, <http://www.watermatters.org/procurement>, and DemandStar at [www.demandstar.com](http://www.demandstar.com).

### **1.2 AMERICANS WITH DISABILITIES ACT (ADA).**

The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services or activities. Anyone requiring reasonable accommodation or who would like information as to the existence and location of accessible services, activities, and facilities as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4747; or email to [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at [WaterMatters.org/ADA](http://WaterMatters.org/ADA).

### **1.3 CORRESPONDENCE.**

Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the physical or email address set forth in the heading of this RFB, and to the bidder at the physical or email address stated on the Bid Response Form.

### **1.4 QUESTIONS.**

All questions should be presented in writing to [procurement@watermatters.org](mailto:procurement@watermatters.org), the address as set forth in the heading of this RFB, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than February 21, 2023 at 5 P.M. EST. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible for checking the websites listed in Section 1.1 for the District's responses to the questions presented.

### **1.5 BID RECEIPT AND OPENING.**

The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is bidder's responsibility to assure that its response is uploaded to the DemandStar website in proper time. Bids that for any reason are not so received will not be considered. Bidders must submit one complete response package electronically through [www.demandstar.com](http://www.demandstar.com). Instructions on how to submit documents are included with this solicitation. Bid that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES. Responses will remain binding upon the Respondent for a period of 90 days thereafter.

The District may make an award within 90 days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within 90 days, the responses shall remain firm until either the District awards the Agreement, or the District receives from the Respondent written notice that the response is withdrawn.

By submitting a response, the Respondent agrees to all the terms and conditions of this RFB and those included in the attached Sample Agreement. Any changes offered by a Respondent in a response will not be considered by the District. The submittal of a response will constitute the Respondent's acknowledgement of all terms and conditions of this RFB and the District will construe the response as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this RFB or Sample Agreement, the Respondent MUST submit its request under the procedure set forth in Section 1.4, Questions. Bidders are responsible for all costs associated with the preparation of its bid.

TO MAINTAIN A SECURED SEALED PROCESS ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED. SOLICITATION PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA PDF, ETC.). ELECTRONIC SIGNATURE/ TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The bid opening is open to the public. The bid opening will be held virtually and will begin at 2 p.m. on February 28, 2023. Respondents may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to bid openings:

**Join on your computer, mobile app or room device**

<http://bit.ly/3kJIRi6>

**Or call in (audio only)**

[+1 786-749-6127](tel:+17867496127).,218181874# United States, Miami

Phone Conference ID: 218 181 874#

#### 1.6 **DELAYS, CHANGES, AND ADDENDA.**

The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, or addenda related to this RFB together with any interpretations and supplemental instructions for this RFB will be in the form of written Addenda posted to the websites identified in Section 1.1. Respondents will acknowledge receipt of all Addenda in their responses.

#### 1.7 **CANCELLATION.**

The District reserves the right to cancel the RFB prior to or after the bid opening and will give notice of cancellation by posting a notice on the website(s) identified in Section 1.1. No bidder will have any rights against the District arising from the District's publicized intention to award. An Award or Intent to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed.

#### 1.8 **BID WITHDRAWAL.**

Responses may be withdrawn at any time prior to the bid opening.

1.9 **BID SIGNATURE AND FORM.**

An authorized representative of the bidder must sign the Bid Response Form that will be electronically uploaded DemandStar as part of the complete bid submittal. All bids must be typed or printed and signed in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.

1.10 **CONTRACT PRICE BID.**

The total bid amount must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The Agreement will include both fixed cost and unit cost pay items for the project work; however, the total project cost will not exceed the total bid amount as indicated on the Bid Response Form. The total bid amount must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.

1.11 **OPTIONAL ALTERNATIVE BID PROPOSALS.** Optional alternate bids are not applicable to this solicitation.

1.12 **REJECTION OF BID.**

The District reserves the right to reject any and all bids, or alternative bid proposals, if applicable, or waive any minor irregularity or technicality in bids received. A bid which is incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.

1.13 **RESPONSIVE/RESPONSIBLE.**

In order to be deemed responsive, the bidder must be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes at the time of bid submittal. A response that does not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, may be rejected as non-responsive. A bidder whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which bidders are responsive and responsible. The District reserves the right before awarding the contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder to perform the work in a satisfactory manner and within the time specified. The bidder is assumed to be familiar with all federal, state, or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements will in no way relieve the bidder's responsibility. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.

1.14 **REFERENCES.**

The bidder shall provide references who can verify bidder's qualifications and past performance record as described in Attachment 2.

1.15 **SUBCONTRACTORS.**

No subcontractors or independent contractors are permitted to be utilized by the Contractor in performance of this work. All workers that perform work for the District on behalf of Contractor must be employed by the Contractor.

1.16 **BID TABULATION AND NOTICE OF INTENT TO AWARD.**

The names of bidders and their total price will be announced at the bid opening and a bid tabulation (listing the names of bidders, their unit prices and total prices) will be posted for review by interested parties on the website(s) identified in Section 1.1. Bid tabulations will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), Florida Statutes, bids received by the District are exempt from disclosure until such time as the District provides notice of intended decision or until after 30 days after opening the bids, whichever is earlier.

The District will award the contract in accordance with Section 4.1, Basis for Award of Contract. A Notice of Intent to Award will be posted for review by interested parties on the website(s) identified in Section 1.1, Internet Availability.

1.17 **BID PROTESTS.**

A person who protests the bid specifications or an Award of Intent to Award must file with the District a notice of protest and formal written protest in compliance with Section 120.57, Florida Statutes and Chapter 28-110, Florida Administrative Code. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.18 **EXECUTION OF AGREEMENT.**

By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the attached Sample Agreement. Any changes offered by a bidder in its bid response will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. If a bidder desires to propose a change to a term or condition of the RFB or Sample Agreement, bidder must submit its request under the procedure set forth in Section 1.4, Questions.

1.19 **LAW COMPLIANCE.**

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the contract resulting from this RFB. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

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## **PART II - GENERAL CONDITIONS**

### **2.1 DEFINITIONS.**

- 2.1.1 **Affidavit:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all bills have been paid.
- 2.1.2 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Sample is attached to this RFB).
- 2.1.3 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 **Bidder:** Any entity who submits a bid for the Project described in this RFB.
- 2.1.5 **Contractor:** The entity whose bid is accepted by the District and thereafter enters into a formal contract with the District.
- 2.1.6 **Contract Documents:** The Agreement, RFB, Technical Specifications, and other reference documents as described in this RFB.
- 2.1.7 **District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 **District Project Manager:** Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through a designee duly authorized in writing. The District's Project Manager for this Project is Robin Bailey, Structure Operations Bureau.
- 2.1.9 **Notice of Intent to Award:** The official letter from the District announcing the successful bidder. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.
- 2.1.10 **Notice To Proceed:** The official letter notifying the Contractor that the contract has been executed and to proceed with the work specified in the Notice to Proceed.
- 2.1.11 **Person:** Means and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or other capacity, whether appointed by a court or otherwise, and any combination of individuals.
- 2.1.12 **Reference Documents:** those design and technical documents, including drawings, technical specifications, general requirements, etc. applicable to this RFB that are listed in the Reference Document Section of the Table of Contents or elsewhere in this RFB.
- 2.1.13 **Scope of Work:** The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.

2.2 **TERM**

The Agreement will be effective upon execution by all parties. The Agreement will remain in effect through September 30, 2023, unless terminated or extended through written notification. Services will commence April 2023 upon written notice by the District and a Purchase Order shall be issued by April 2023 authorizing payment for services commencing April 2023. If and when rewarded, all work needs to be completed within 90 business days following the execution of the contract.

2.3 **BID CALENDAR.**

The following is a list of key dates concerning this solicitation. All dates are subject to change:

- Request for Bids issued by the District.....**January 29, 2023**
- Pre-Bid / Site Visit (10AM) .....**February 14, 2023**
- Question Period Ends (12PM)..... **February 17, 2023**
- General and technical questions must be submitted in writing, by mail, e-mail, or fax no later than 10 business days before the opening date. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.*
- Due date for Bidders to submit responses (2:00 p.m.) ..... February 28, 2023
- Notice of Intent to Award, anticipated posting by date ..... **March 3, 2023**
- Agreement Execution, anticipated by date ..... **March 31, 2023**
- Services Start date .....**April 2023**
- Purchase Order, anticipated issuance by date .....**April 2023**

2.4 **TAXES.**

The District is exempt from state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes applicable to materials purchased by the Contractor in accordance with Florida and federal law.

2.5 **FUEL COST ADJUSTMENT.** Fuel cost adjustments are not applicable to this bid.

2.6 **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specification are the specified items being commissioned per the District's standards. Bidder will submit with his/her response in accordance with the District's complete specifications provided in Exhibit B. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. Notwithstanding any provision in the Technical Specifications/Project Manual, this provision solely governs the bidder's rights with respect to offering an approved equivalent.



## 2.7 **STANDARDS FOR QUALITY AND WORKMANSHIP.**

All materials, equipment, and supplies furnished by the Respondent for permanent incorporation in the work will be new and of quality standards specified. Workmanship will be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the District's intent to obtain a high-quality job that will operate and function with least maintenance costs.

## 2.8 **INSPECTION OF WORK.**

The District and its representatives will at all times have access to the work whether it is in preparation or progress, and the Respondent will provide proper facilities for access and for inspection. The Work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Agreement.

No inspector is authorized to change any provision of the District approved specifications from this RFB without written authorization of the District, nor will the presence or absence of an inspector relieve the Respondent from any requirements of the Agreement.

2.8.1 If the Contract Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested, or approved, the Respondent will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then will advise the District of the date fixed for such inspection. Inspections by the District will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the District, it will be uncovered for examination at the Respondent's expense.

## 2.9 **GUARANTEE.**

All equipment, materials, and installation thereof which are furnished by the Respondent will be guaranteed by the Respondent against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of two years from the date of acceptance thereof by the District or such longer duration if required in the Technical Specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Respondent or by the Surety.

## 2.10 **CONSTRUCTION ACCESS.**

The Brooksville Boardroom Audio-Visual and Video Systems Upgrades Project is on District property; the Contractor must access the Project site by contacting the Project Manager of the District. The ingress/egress for a portion of the Project involves work that is through the main building. While on District property, Contractor will observe all District policies and procedures.

## 2.11 **PUBLIC RECORDS LAW.**

Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, Florida Statutes, Florida's Public Records Law. A bidder's failure to comply with Chapter 119, Florida Statutes, will be grounds for rejection of the bid or termination of any contract by the District. See Attachment 9, Sample Agreement, Paragraph 6, Project Records and Documents, for additional details on the public record requirements.

2.11.1 Bidder, as part of this solicitation process (and as Contractor if bidder is successful) may in various forms or media hold, come into possession of, generate and/or make lawful copies of certain security and fire safety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District which under Section 119.071(3), Florida Statutes, are confidential and/or exempt from the inspection, examination, and/or duplication of public records provisions of Florida's Public Records Law (Exempt Plans). Information made exempt by Section 119.071(3), Florida Statutes, may only be disclosed to licensed architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree to maintain the exempt status of the Exempt Plans. Bidder has read and is familiar with Florida's Public Records Law. Bidder is and shall remain in compliance with said laws, including maintaining the exempt status of the Exempt Plans for so long as any Exempt Plans are held by or otherwise in bidder's possession and require the same of those with whom bidder lawfully shares the Exempt Plans. **Notwithstanding the preceding, bidder shall destroy all Exempt Plans (and any copies thereof in whatever media) in possession of bidder (or in possession of others by or through bidder) prior to the date and time set forth in Section 1.5.**

2.11.2 This section shall survive the award, termination, expiration, or cancellation of this RFB.

## 2.12 **PUBLIC ENTITY CRIMES.**

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the District if placement on either of these lists occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.

## 2.13 **PURCHASES BY OTHER PUBLIC AGENCIES.**

Purchases by other public agencies is not applicable to this solicitation.

## 2.14 **DISCRIMINATION.**

Discrimination provision is not applicable to this solicitation.

## 2.15 **SCRUTINIZED COMPANIES.**

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars

or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing this solicitation, the bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement.

**2.16 EMPLOYMENT OF FLORIDA RESIDENTS.**

Employment of Florida residents is not applicable to this solicitation.

**2.17 EMPLOYMENT ELIGIBILITY VERIFICATION.**

In accordance with Section 448.095, Florida Statutes, the awarded bidder, before entering into a contract with the District, will comply with Paragraph 16 of Attachment 5, Sample Agreement.

**2.18 LOBBYING PROHIBITION.**

Lobbying Prohibition is not applicable to this solicitation.

**2.19 INDEMNIFICATION.**

The bidder agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the bidder, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the bidder's performance under any contract resulting from this RFB.

**2.20 INSURANCE.**

The contract resulting from this RFB will require the Contractor to maintain during the entire term of the Agreement, insurance in the kinds and amounts or limits with a company or companies authorized to do business in the State of Florida as listed in Attachment 5, Sample Agreement, Paragraph 10, Insurance Requirements. The Contractor will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

**2.21 FAILURE TO COMPLETE THE WORK ON TIME.**

The Contractor shall coordinate and work cooperatively with the District's consultants as outlined in Figure 2 – Technical Specifications. The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever and will not plead its want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

2.21.1 Nothing in this section will be construed as limiting the right of the District to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of the Contractor to abide by each and every one of the terms contained in the Contract Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.

2.21.2 If the Contractor is delayed at any time, in the progress of the work, by an act of neglect of the District or its employees, agents, or consultants or by changes ordered by the District or by strikes, lockouts, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the aforementioned delays.

## **2.22 CONTRACTOR'S UNDERSTANDING.**

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Contractor acknowledges that it has investigated and correlated his observations with the requirements of this RFB and satisfied itself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that it is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all Drawings and Specifications and all other documents made a part of this RFB. Any failure by the Contractor to acquaint itself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB. If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify the District in writing about such condition. The Contractor shall not further disturb such condition or perform any work in connection therewith, except as aforesaid, until receipt of written order to do so.

## **2.23 MATERIALS, APPLIANCES, LABOR.**

Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

## **2.24 TOOLS AND EQUIPMENT.**

If at any time before the commencement or during the progress of the work, tools or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve character, to augment its number or substitute new tools or equipment, as the case may be and the Contractor will conform to such order. The failure of the District to

demand such increase of efficiency will not relieve the Contractor of its obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Agreement and to the satisfaction of the District.

## 2.25 **ESTIMATED QUANTITIES.**

Unless otherwise specified, the quantities stipulated in the bid for various items are approximate only and subject to increase or decrease in order to make them conform to the program or work selected and actual construction performed. The Contractor will perform a complete and finished job of the scope designated in the award whether the final quantities are more or less than those estimated. The Contractor will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the Total Bid Amounts submitted in response to this RFB.

## 2.26 **PROTECTION OF WORK AND PROPERTY.**

The Contractor will continuously maintain adequate protection of all its work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the Project. The Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the District. The Contractor will adequately protect and maintain all passageways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.

2.26.1 At all times, the Contractor will protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.

## 2.27 **BACKGROUND CHECKS**

Prior to allowing any Contractor employees to perform work for the District, the District will require the Contractor to perform and provide the District with a background check on all persons assigned to perform work for the District on behalf of Contractor. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as the Contractor, or the District may deem appropriate. All submissions shall indicate the role/function that the Contractor's employee will fulfill in the performance of this Agreement.

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055 Florida Statutes for further detail about statutory requirements).

All background check submissions by the Contractor shall be received by the District a minimum of 3 business days before the Contractor's employee performs work for the District on behalf of Contractor.

Initial background check submissions by Bidder will be required to be submitted per Section 1.18, Execution of Contract.

## **PART III – SCOPE AND SPECIFICATIONS**

### **3.1 PROJECT DESCRIPTION.**

The Southwest Florida Water Management District is upgrading the Brooksville Service Office Boardroom Audio-Visual and Video System. The District will be utilizing new and existing selected devices, cables, and displays in the upgraded system.

### **3.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.**

Refer to Exhibit B: Scope of Work and Product Specification.

### **3.3 ACCEPTANCE OF SITE.**

The Project will not be accepted until all equipment is operational, final inspection punch list items are completed and the District is provided with a satisfactory test and balance report certifying that the system is balanced and working as designed.

It is the purpose of this RFB to obtain a firm price to furnish and deliver, if and when ordered, to the District, all Audio-Visual (AV) and Video System Equipment for the District's Brooksville service office's boardroom and to install such equipment.

### **3.4 DISTRICT SERVICE OFFICE LOCATIONS TO BE SERVICED.**

Brooksville Headquarters (Service Office): 2379 Broad Street (U.S. Hwy 41 South), Brooksville, Florida 34604-6899

### **3.5 WEEKLY SCHEDULE**

The span of service over a typical one (1) week period begins at the Brooksville Headquarters no earlier than 8:00 a.m. local time on Monday of each week and runs daily until approximately 5:00 p.m. local time Friday.

Scheduled services will be performed for approximately 166 annual workdays. This is based on 260 weekdays per year minus the following District observed holidays, as well as the days of Governing Board Meetings, which are subject to change.

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- February 28, 2023
- March 28, 2023

- April 25, 2023
- May 23, 2023
- June 27, 2023
- July 25, 2023
- August 22, 2023
- September 26, 2023

### 3.6 **CUSTOMER SERVICE ATTITUDE.**

The Contractor's assigned representative(s) shall conduct themselves in a positive and professional manner at all times while conducting business on behalf of the District. Any recurring problems and/or complaints received by the District against the Contractor or the Contractor's assigned representative(s) which cannot be resolved, may result in termination of the Agreement.

### 3.7 **UNIFORM AND BADGE.**

3.7.1 The Contractor shall provide and ensure that assigned representative(s) wear a uniform or company identification badge so that it is clearly visible on the waist or higher during the provision of services to the District that will enable them to be properly identified as an employee of the Audio-Visual (AV) and Video System service. Uniform or Contractor badge must clearly identify Contractor name.

3.7.2 The Contractor shall ensure that employees do not provide access into the building to anyone.

3.7.3 The Contractor shall ensure that the District's Project Manager be notified within 24 hours of an employee's termination.

### 3.8 **TOBACCO USE AND FRAGRANCES/ODORS.**

3.8.1 All District Campuses are tobacco free. Tobacco use of any kind is strictly prohibited in all facilities and on all District properties to include any form of vapor products.

3.8.2 Tobacco and vapor products use of any kind is strictly prohibited around any District materials at any time. This includes while in transport in the Contractor's vehicle.

3.8.3 District materials may not be exposed to any fragrances or odors of any kind. This includes tobacco products, vapor products, perfumes, cleaning products, or other fragrances/odors via direct or indirect contact.

### 3.9 **FURNISHING SERVICE.**

All Contractor services are to be furnished on an "as needed, when-needed basis" during the life of the Agreement and there is NO guaranteed quantity expressed or implied to be utilized.

### 3.10 **POST-AWARD PROJECT KICK-OFF MEETING AND TRAINING(S).**

The awarded Contractor's Project Manager, Supervisor, and employee(s) that are to perform work for the District must attend a Project Kick-Off meeting and training at the Brooksville service office locations after Agreement execution and prior to the services start date. The date and time for the Project kick-off meeting and training will be determined by the District's Project Manager after

execution of this Agreement. The Contractor is responsible for all the Contractor's costs associated with the Project kick-off meeting and trainings including, but not limited to, Contractor's preparation for, travel to/from, and time at the meeting and trainings.

Any new employees employed by the Contractor after the Project kick-off meeting and training(s) will be required to be trained by a Contractor employee that attended the Project kick-off meeting and training(s) prior to performing work for the District on behalf of Contractor. Section 2.23, Background Checks apply before this training can be performed.

The District Project Manager may provide additional training(s) at their discretion upon request by the Contractor.

## **PART IV – BID RESPONSE**

### **4.1 BASIS FOR AWARD OF CONTRACT.**

The District will award the contract to the lowest, responsive, and responsible Bidder. Cost must be provided for all bid items. In the event there is a discrepancy in a calculation, the applicable unit price will govern. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District.

The District will primarily evaluate bids based on line item 1 of the Bid Response Form. However, the remaining bid lines may factor into the evaluation of the bids if responses on any other bid line are not in-line with the market.

The District reserves the right to accept or reject bid proposals or cancel all bids to permit rewriting the bid specifications. The District reserves the right to delete line items as required to meet budget limitations. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 **SATISFACTORY REFERENCES**. Bid references must be provided as required by this RFB.

4.1.2 **ACKNOWLEDGMENT OF ADDENDA**. Bidder shall acknowledge receipt of all written Addenda issued for this RFB. Failure to acknowledge your receipt, review, and acceptance of any addenda may result in your bid being considered non-responsive.

4.1.3 **COMPLETION OF ALL BID DOCUMENTS**. All bid documents and forms included in Subsection 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive. The bidder must provide costs for all bid items.

4.1.3.1 **Bid and contract forms required with bid submission:**

- Attachment 1 - Bid Response Form
- Attachment 2 - Bidder Specific Qualifications
- Attachment 3 - Public Entity Crimes Statement
- Addenda (if any)

4.1.3.2 **Bid and contract forms optional with bid submission:**



- Attachment 4 - Certification Regarding Drug-Free Workplace Requirements

4.1.3.3 **Sample documents referenced in this RFB:**

- Attachment 5 - Sample Agreement

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# **Bid and Contract Forms Required with Bid Submission**

**ATTACHMENT 1  
 BID RESPONSE FORM  
 FOR  
 Brooksville Boardroom Audio-Visual (AV) and Video Systems Upgrades  
 BID NUMBER RFB 23-4111**

The undersigned bidder has carefully read this Request for Bids (RFB) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. The bidder certifies that its bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder. The bidder agrees that it will provide the work as stipulated if awarded the contract.

The bidder certifies that the Attachment 2, Bidder Qualification Requirements information provided is true and correct to the best of its knowledge.

The bidder has also carefully read any Addenda issued for this RFB. Addenda are available at <http://www.watmatters.org/procurement> and [www.demandstar.com](http://www.demandstar.com). The bidder is responsible for reviewing these documents, signing each Addenda signature page, and submitting with the bidder's bid.

Bidder has not been debarred by a political agency within the State of Florida.

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Bidder Name (Company Name as Contained on Corporate Seal)

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Mailing Address	City	State	Zip Code
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Physical Address	City	State	Zip Code
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Telephone Number	Fax Number	Email Address
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Authorized Signature	Date	Print/Type Name and Title
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NOTE: If you are entering a "No Bid," please state reason below and email this form to [procurement@watmatters.org](mailto:procurement@watmatters.org).

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**ATTACHMENT 1 (Continued)**  
**BID RESPONSE FORM**  
**FOR**  
**BROOKSVILLE BOARDROOM AUDIO-VISUAL AND VIDEO SYSTEMS UPGRADES**  
**BID NUMBER RFB 23-4111**

**Address of service office within a 75-mile radius of the District's Brooksville Service Office, 2379 Broad Street, Brooksville, Florida 34604.**

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<b>Section A: Video Equipment</b>					
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE (\$)</b>	<b>UNIT</b>	<b>ITEM TOTAL COST (\$)</b>
1	AJA KUMO1616 16x16 HD-SDI Router	1		Per Item	
2	AJA OG-ROI-HDM Open Gear HDMI to 3G-SDI Scan Converter	5		Per Item	
3	AJA OG-Hi5-4K-Plus Open 3G-SDI to HDMI 2.0 Converter	2		Per Item	
4	AJA OG-X-FR Open Gear Frame with Network Connectivity	2		Per Item	
5	AJA OG-X-PS Redundant Power Supply for OG-X-FR	2		Per Item	
6	AJA OG-3GDA-1x9 1x9 HD-SDI Distribution Amplifier	2		Per Item	
7	AJA V2Digital Analog to Digital Video Converter	1		Per Item	
8	Cobalt Digital 9933-EMDA-ADDA HD-SDI Audio DeEmbedder	3		Per Item	
9	Roland V-1SDI 4 Input Production Switcher	1		Per Item	
10	Cobalt Digital RM20-9933-EMDE-B-HDBNC Rear Module for 9933 DeEmbedder	4		Per Item	

**Section A: Video Equipment**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE (\$)</b>	<b>UNIT</b>	<b>ITEM TOTAL COST (\$)</b>
11	Crestron HD-EXT3 HDbaseT Extender Kit	3		Per Item	
12	ESE ES-219A RS-170A Black Burst Generator with 4 Outputs	1		Per Item	
13	AVP AV-D23E2-AMN75-BZ 32x2 Video Patch Panel	2		Per Item	
14	AVP LPC-2-BLACK 2' Patch Cables	10		Per Item	
15	Black Magic BLACKRACK 10 Device Frame for Mini Converters	1		Per Item	
16	Imagine 6822+ Power Supply for 6800+ Card Frame	4		Per Item	
17	Imagine DMX6800+A4B2D Audio DeEmbedder	1		Per Item	
	<b>Subtotal</b>				<b>0</b>

**Section B: Audio Equipment**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE (\$)</b>	<b>UNIT</b>	<b>ITEM TOTAL COST (\$)</b>
18	Biamp Server I/O Server I/O Chassis with 1 DSP Card & 1 AVB Card	2		Per Item	
19	Biamp SEC-4 Audio Input Card with AEC	8		Per Item	
20	Biamp SIC-4 Audio Input Card	5		Per Item	
21	Biamp SOC-4 Audio Output Card	9		Per Item	
22	Biamp SVC-2 VOIP Connection Card	1		Per Item	
23	Biamp TC5 AVB Network Switch	1		Per Item	
24	Biamp DAN-1 Dante Network Card	1		Per Item	
25	Biamp TCM-XEX IP Ceiling Microphone	4		Per Item	
26	Biamp TMC-NETBX IP Connection Box from TCM-XEX	2		Per Item	

**Section B: Audio Equipment**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE (\$)</b>	<b>UNIT</b>	<b>ITEM TOTAL COST (\$)</b>
27	Biamp SNC-1 Network Connection Card	2		Per Item	
28	Biamp AVB-1 AVB Network Connection Card	2		Per Item	
29	RDL ST-PA18 18 watt Audio Amplifier	18		Per Item	
30	RDL PS-24AS 24V 500ma Power Supply for ST-PA18	18		Per Item	
31	RDL STD-600 Passive Audio 600 ohm Combiner/Splitter	5		Per Item	
32	RDL STR-19B Stick-On Series Racking System	1		Per Item	
33	(Pairs) Daton Audio Desktop Mountable Speaker - Total 24	12		Per Item	
34	Shure ULXD4D Dual Wireless Microphone Receiver	1		Per Item	
35	Shure ULXD1 Wireless Microphone Transmitter	2		Per Item	
36	Shure MX184B Supercardoid Lavalier Microphone (1 spare)	3		Per Item	
37	Shure ULXD2 Handheld SM58 Wireless Microphone Transmitter	2		Per Item	
38	Wohler AM1-2SDA Stereo Audio Monitor	2		Per Item	
39	RME Babyface Pro FS USB Two Way Audio Interface	1		Per Item	
40	JOECO BBP64 DANTE Recorder	1		Per Item	
41	Listen Technologies LCS-121-0 WIFI/RF Advanced System Kit (Specifications on Attachment)	1		Per Item	
	<b>Subtotal</b>				<b>0</b>

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**Section C: Control Equipment**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE (\$)</b>	<b>UNIT</b>	<b>ITEM TOTAL COST (\$)</b>
41	Crestron CP4N Series 4 Control System	1		Per Item	
42	Crestron CEN-COM IP to RS232 Interface	1		Per Item	
43	Crestron TS1542-TILT-B-S 15" Touch Control Panel Black	2		Per Item	
44	Crestron PWE-4803RU POE+ Injector	6		Per Item	
45	Crestron HDDA44KZE 1x4 HDMI Distribution Amplifier	4		Per Item	
46	Crestron HZKPCN Horizon Custom Mic Mute Button Panels	22		Per Item	
47	FSR DSKB-1G 1 Gang Desktop Mountable Box	22		Per Item	
48	Crestron CNPWS-75 75 Watt Cresnet Power Supply	1		Per Item	
49	Crestron CNTBLOCK Cresnet Distribution Block	1		Per Item	
	<b>Subtotal</b>				<b>0</b>

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Section D: Display Equipment					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
51	NEC P525UL 5200 Lumen Lazer Data Projector	2		Per Item	
52	Projector Mount Adapter Plate As Required – Model Determined by AV Contractor	2		Per Item	
53	Extension Pole/Mount As Required - Model Determined by AV Contractor	2		Per Item	
54	Sharp PN-M401 40" Display with DB9 RS-232 Control	2		Per Item	
55	Sharp PN-M401 40" Display with DB9 RS-232 Control	3		Per Item	
	<b>Subtotal</b>				<b>0</b>

Section E: Custom Equipment					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
56	Custom 1RU Connection Panel with SDI Input, SDI Output, HDMI Input, Audio Input and Output Connections	1		Per Item	
	<b>Subtotal</b>				<b>0</b>

Section F: Utility Computer Equipment					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
57	SL-1U-LLH310M-LA Rack-Mountable Windows 10 Utility PC (Specifications on Attachment)	1		Per Item	
58	SL-RMKB-RKP117e 1U Rackmount 17" LCD Keyboard Display Drawer	1		Per Item	
	<b>Subtotal</b>				<b>0</b>



Section G: Production Equipment					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
59	Wohler AMP1-2SDA Rackmount Audio Monitor	2			
	<b>Subtotal</b>				<b>0</b>

Section H: Prefabricated HDMI Cables					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
60	Extron 26-650-35 HDMI to HDMI Pro/35 35FT Cable	LOT			
61	Extron 26-663-02 HDMI to HDMI Ultra/1.5 – 1.5 FT Cable	LOT			
62	Extron 26-663-03 HDMI to HDMI Ultra/3 - 3FT Cable	LOT			
63	Extron 26-663-06 HDMI to HDMI Ultra/6 - 6FT Cable	LOT			
	<b>Subtotal</b>				<b>0</b>

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**Section I: Cables and Connectors**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE (\$)</b>	<b>UNIT</b>	<b>ITEM TOTAL COST (\$)</b>
64	Belden 1695A- Black RG6 Serial Digital Coax, Flamarrest Jacket	LOT			
65	Belden 1694A Belden RG6 Serial Digital Coax	LOT			
66	Belden 9451- Black Audio Cable - 2 Cond 22 AWG TC, Shielded, Riser	LOT			
67	Belden 9451P- Black Control Cable 2 Cond 22 AWG TC, Shielded, Plenum	LOT			
68	Belden 6299UE Speaker Cable, 2 Conductor 16 AWG BC, Unshielded, CMP	LOT			
69	Belden 2412A – Blue Category 6+ Enhanced Cable, 4 Pair, U/UTP, CMR	LOT			
70	Crestron Cresnet-P-TL Cat6A Cresnet Cable	LOT			
71	Kings BNC Connector for Belden 1694A	LOT			
72	Kings BNC Connector for Belden 1695A	LOT			
73	RCA Audio Connectors	LOT			
74	RJ-45 EOL Connectors	LOT			
	<b>Subtotal</b>				<b>0</b>

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<b>GRAND TOTAL</b>	
<b>DESCRIPTION</b>	<b>SUBTOTAL (\$)</b>
SECTION A: Video Equipment	
SECTION B: Audio Equipment	
SECTION C: Control Equipment	
SECTION D: Display Equipment	
SECTION E: Custom Equipment	
SECTION F: Utility Computer Equipment	
SECTION G: Production Equipment	
SECTION H: Prefabricated HDMI Cables	
SECTION I: Cables and Connectors	
<b>GRAND TOTAL FOR SECTIONS A-I</b>	

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**ATTACHMENT 2  
BIDDER QUALIFICATION REQUIREMENTS  
FOR  
BROOKSVILLE BOARDROOM AUDIO-VISUAL (AV) AND VIDEO SYSTEMS UPGRADES  
BID NUMBER RFB 23-4111**

A. BIDDER SERVICE OFFICE:

Bidder must have a service office within a 75-mile radius of the District's Brooksville Service Office, located at 2379 Broad Street, Brooksville, FL 34604- in order to submit a bid response and must list this service address on Attachment 1, Bid Response Form.

B. REFERENCES FOR BIDDER:

The bidder must provide a minimum of 3 references who can verify bidder's qualifications and past performance record on projects that meet the following requirements:

- Service provided within the last 5 years.
- Similar in size and scope to this Project.
- Minimum of 2 references shall be from sources other than the District.

Required format for references is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference contact person shall have been informed that they are being used as a reference and that the District may be contacting them.

C. ORGANIZATION CHART:

Bidder must provide an Organization Chart showing bidder's team members (including the Office Manager, Project Manager, and Supervisor) and identifying specific responsibilities of each team member.

D. ADDITIONAL REQUIREMENTS

- The AV Contractor shall be a current member and in good standing with Infocomm International, National Association of Broadcasters, National System Contractors Association, or a related Audio/Visual Association.
- The AV Contractor shall employ CTS Certified Technicians to work on this project.
- The AV Contractor shall provide a timeline of the projected schedule to the District.

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**REFERENCE FORMAT**

Bidder Name: \_\_\_\_\_

Reference Business Name: \_\_\_\_\_

Reference Business Owner Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Total Man Hours per Day/Week: \_\_\_\_\_

Date Services Commenced: \_\_\_\_\_

Date of Services Completion (if applicable): \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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

**ATTACHMENT 3  
PUBLIC ENTITY CRIMES STATEMENT  
FOR  
BROOKSVILLE BOARDROOM AUDIO-VISUAL (AV) AND VIDEO SYSTEMS UPGRADES  
BID NUMBER RFB 23-4111**

**Sworn Statement Under Section 287.133(3)(a),  
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

\_\_\_\_\_ (print individual's name and title)

for

\_\_\_\_\_ (print name of entity submitting sworn statement)

Whose business address is

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

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies]**

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

**I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.**

BIDDER: \_\_\_\_\_  
(Signature) Date

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 202\_\_  
by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of  
the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Name typed/printed: \_\_\_\_\_

Notary Public, State of Florida Commission No: \_\_\_\_\_

My Notary Commission Seal:

# **Bid and Contract Forms Optional with Bid Submission**



**ATTACHMENT 4**  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**  
**FOR**  
**BROOKSVILLE BOARDROOM AUDIO-VISUAL AND VIDEO SYSTEMS UPGRADES**  
**BID NUMBER RFB 23-4111**

Bidder certifies that it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the bidder's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - 2.1 The dangers of drug abuse in the workplace.
  - 2.2 The bidder's policy of maintaining a drug-free workplace.
  - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
  - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the bid, the employee will:
  - 4.1 Abide by the terms of the statement.
  - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
  - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.

6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this specific bid:

Place of Performance (Street address, city, county, state, zip code)

---

---

---

Company:

---

By:

---

Signature of Authorized Representative Date

# **Sample Forms Referenced in this RFB**

**ATTACHMENT 5  
SAMPLE AGREEMENT  
BROOKSVILLE BOARDROOM AUDIO-VISUAL (AV) AND VIDEO SYSTEMS UPGRADES  
BID NUMBER RFB 23-4111**

AGREEMENT NO. 23-4111

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND

\_\_\_\_\_  
FOR  
BROOKSVILLE BOARDROOM AUDIO-VISUAL (AV) AND VIDEO SYSTEMS UPGRADES

This Agreement is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and \_\_\_\_\_, a private corporation, whose address is \_\_\_\_\_, hereinafter referred to as the "Contractor."

WITNESSETH:

Whereas, the District desires to engage the Contractor to perform all work required for the Brooksville Audio-Visual and Video Systems Upgrades, hereinafter referred to as the "Project"; and

Whereas, the Contractor represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the District; and

Whereas, the District and the Contractor have agreed on the type and extent of services to be rendered by the Contractor and the amount and method of compensation to be paid by the District for services rendered.

Now therefore, the District and the Contractor, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR.

The Contractor will perform as an independent contractor and not as an employee, representative or agent of the District.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the District:  
Josh Campbell  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604  
352-448-5010  
[Josh.Campbell@swfwmd.state.fl.us](mailto:Josh.Campbell@swfwmd.state.fl.us)

Project Manager for the Contractor:  
Name  
Company Name  
Address  
City, State, Zip Code  
Email Address

Any changes to the above representatives or addresses must be provided to the other party in writing.

3. SCOPE OF WORK.

The Contractor, upon written notice to proceed from the District, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the Project, and perform in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions, set forth in Exhibit "A," the District's Request For Bids 23-4111 (RFB) including all Addenda, and the Contractor's response to the RFB, which are both incorporated herein by reference. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, must be mutually agreed to in a formal written amendment signed by both parties prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

4. COMPENSATION.

Payment shall be authorized to the Contractor through a written Purchase Order (PO) on a Unit Price basis, in accordance with the Bid Response Form or as otherwise stated herein. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, upon receipt of a proper invoice as defined in subparagraph 4.2. Invoices will be submitted monthly by the Contractor to the District electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org), or at the following address:

Accounts Payable Section  
Southwest Florida Water Management District  
Post Office Box 15436  
Brooksville, Florida 34604-5436

In addition to sending an original invoice to the District's Accounts Payable Section as required above, copies of invoices may also be submitted to the District's Project Manager in order to expedite the review process.

- 4.1 The District's performance and payment pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) Contractor's invoice number and date of invoice; (3) District Agreement number; (4) Dates of service; (5) Contractor's Project Manager; (6) District's Project Manager; (7) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the District's dispute resolution procedure.
- 4.3 If an invoice does not meet the requirements of this Agreement, the District's Project Manager, after consultation with his or her Bureau Chief, will notify the Contractor in writing that the invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the invoice proper. If a corrected invoice is provided to the District that meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the District.
- 4.4 In the event any dispute or disagreement arises during the course of the Project, including those concerning whether a deliverable should be approved by the District, the Contractor will continue to perform the Project work in accordance with the District's instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than 10 days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Division Director. If not resolved by the Division Director, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the District's Office of General Counsel will issue a final determination. The Contractor will proceed with the Project in accordance with the District's determination; however, such continuation of work will not waive the Contractor's position regarding the matter in dispute. No Project work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5 By October 5th of each year of the Agreement, the Contractor must provide the following documentation to the District for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6 Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:
- "I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Brooksville Boardroom Audio-Visual and Video Systems Upgrades Agreement between the Southwest Florida Water Management District and \_\_\_\_\_ (Agreement No. 23-4111), are allowable, allocable, properly documented, and are in accordance with the approved project budget."
- 4.7. The District may, in addition to other remedies available at law or equity, retain

such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District.

5. CONTRACT PERIOD.

The Agreement will be effective upon execution by all parties. The Agreement will remain in effect through September 30, 2023, unless terminated or extended through written notification. Services will commence April 2023 upon written notice by the District and a Purchase Order shall be issued by April 2023 authorizing payment for services commencing April 2023. Once, the agreement is executed all work needs to be completed in 90 days. The Agreement may be extended unilaterally by the District for four (4) additional one (1) year terms beyond the initial term upon written notice by the District to the Contractor sent prior to the expiration of the then-current term. If the option to extend is exercised, a new or modified Purchase Order will be issued by October 31st of each renewal year.

6. PROJECT RECORDS AND DOCUMENTS.

The Contractor, upon request, will permit the District to examine or audit all Project related records and documents during or following completion of the Project at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Contractor under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor will maintain all such records and documents for at least five (5) years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Contractor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

6.1. Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the Contractor shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the

District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

- 6.2. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 4555, by email at [RecordsCustodian@SWFWMD.state.fl.us](mailto:RecordsCustodian@SWFWMD.state.fl.us), or at the following mailing address:**

**Public Records Custodian  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the Contractor in writing.

- 6.3. Notwithstanding anything in this Agreement to the contrary, if, as part of its performance of this Agreement Contractor, holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or fire safety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District, which pursuant to Section 119.071(3), Florida Statutes are confidential and/or exempt from the inspection, examination and duplication of public records provisions of Chapter 119, Florida Statutes and Subsection 24(a), Article I of the State Constitution (singularly or collectively, and inclusive of any copies made in any media by or through Contractor, the "Exempt & Confidential Documents"), then Contractor agrees to:

- 6.3.1. maintain the exempt and/or confidential status of said Exempt & Confidential Documents for so long as they are in Contractor's possession; and
- 6.3.2. only disclose that portion of the Exempt & Confidential Documents as is necessary to those architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree in writing to maintain the exempt status of the Exempt Plans; and
- 6.3.3. return to the District as part of Contractor's final payment invoice (request for final payment), all Exempt & Confidential Documents in the possession



of Contractor (or in the possession of others by or through Contractor) and certify in writing that all such Exempt & Confidential Documents in the possession of Contractor (or in the possession of others by or through Contractor) have either been so returned or destroyed. The presence of such returned documents and Contractor's written certification shall be an additional express condition precedent to Contractor's final payment invoice being considered a proper payment request or invoice; and

6.3.4. include the requirements of this provision (appropriately modified for identification of the parties and their specific obligations) in every subcontract of any tier arising out of or related to this Agreement.

6.4. This provision shall survive the termination or expiration of this Agreement. Nothing in the foregoing shall excuse Contractor's obligation to generate and provide the District with signed and sealed plans, drawings, as-builts, etc. as required by this Agreement and industry standard practice.

## 7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with District funds or developed in connection with this Agreement will be and will remain the property of the District.

## 8. REPORTS.

The Contractor will provide the District with any and all reports, models, studies, maps, or other documents resulting from the Project at no cost to the District.

## 9. INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under any contract resulting from this Agreement. This provision will survive the expiration or termination of this Agreement.

## 10. INSURANCE REQUIREMENTS.

The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the District has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

10.1. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent; with the following minimum limit and coverage:

\$1,000,000 Per Occurrence / \$2,000,000 Aggregate

10.2. The District and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the District’s interests arising from this Agreement.

10.3. Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit.....\$500,000

10.4. The Contractor shall provide evidence of Crime/Fidelity insurance and name the District as additional insured; with the following minimum limit and coverage:

\$1,000,000 Per Loss for High Value Property  
\$100,000 Per Loss for Lower Value Property

10.5. The Contractor must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes if applicable. If Contractor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Contractor from the third party. If the Contractor does not carry workers' compensation coverage, Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, Florida Statutes and a certificate of exemption from workers' compensation coverage. Employers Liability with minimum limits of \$500,000 each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.

10.6. The Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the District within five (5) business days of the Contractor’s notice of such cancellation or change from its insurance carrier.

10.7. The Contractor shall provide evidence of Builders Risk/Installation Floater Insurance and name the District as additional insured; with the following minimum limit:

The entire amount awarded to the Contractor for this project.

11. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the District without cause upon 10 days written notice to the Contractor. Termination is effective upon the 10<sup>th</sup> day as counted from the date of the written notice or other date as indicated in the notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the District up to the date of termination, on a pro-rated basis and which are within the Scope of Services set forth in Paragraph 3 and are allowed under this Agreement. This paragraph shall survive the termination or expiration of this Agreement.

12. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District pursuant to Paragraph 11, Termination Without Cause.

13. RELEASE OF INFORMATION.

The Contractor agrees not to initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the District's Project Manager and Public Affairs Bureau Chief no later than 3 business days prior to the interview or press release.

14. ASSIGNMENT.

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the District. If the Contractor assigns its rights or delegates its obligations under this Agreement without the District's prior written consent, the District is entitled to terminate this Agreement. If the District terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the District's claim for damages.

15. LAW COMPLIANCE.

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

16. EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with Section 448.095, Florida Statutes, the Contractor, before entering into a contract with the District, agrees with the following: (i) it will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the Contractor was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that the Contractor or its subcontractors of any tier have knowingly violated Sections 448.09(1) or

448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The Contractor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the Contractor and each subcontractor performing through the Contractor are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

17. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the termination or expiration of this Agreement.

18. REMEDIES.

Unless specifically waived by the District, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the Contractor. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The District's waiver of any of the Contractor's obligations will not be construed as the District's waiver of any other obligations of the Contractor. This provision shall survive the termination or expiration of this Agreement.

19. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This provision does not constitute a waiver of the District's sovereign immunity or extend the District's liability beyond the limits established in Section 768.28, Florida Statutes. This provision shall survive the termination or expiration of this Agreement.

20. DRUG-FREE WORKPLACE.

Prior to the commencement of any work by the Contractor pursuant to the terms of this Agreement, the Contractor must provide the District with written certification that it has implemented a drug-free workplace program in accordance with Subsection 440.102(15), Florida Statutes, and provide the District with the written certifications from any subcontractors to which the provisions of Subsection 440.102(15), Florida Statutes, also apply.

21. SUBCONTRACTORS.

No subcontractors or independent contractors are permitted to be utilized by the Contractor in performance of this work. All worker's that perform work for the District on behalf of Contractor must be fully employed directly by the Contractor. Nothing in this Agreement will be construed to create or be implied to create any relationship between the District and any subcontractor of the Contractor.

22. DISADVANTAGED BUSINESS ENTERPRISES.

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement.

23. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

24. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the District if placement on either of these lists occurs.

25. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing this Agreement, the Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities

during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Contractor is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

26. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only by a written amendment signed by Contractor and the District through their respective authorized representatives as stated herein.

27. DOCUMENTS.

The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to the District's RFB, and then to the Contractor's response to the RFB.

Exhibit "A" Special Project Terms and Conditions  
District's Request for Bids 23-4111  
Contractor's Response to RFB 23-4111

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Amanda Rice, P.E. Date  
Assistant Executive Director

\_\_\_\_\_

By: \_\_\_\_\_ Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signatory

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
\_\_\_\_\_  
FOR  
BROOKSVILLE BOARDROOM AUDIO-VISUAL (AV) AND VIDEO SYSTEMS UPGRADES

## EXHIBIT "A"

## SPECIAL PROJECT TERMS AND CONDITIONS

1. The Contractor, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the Project.
2. All persons entering the Project area on behalf of the Contractor will adhere to posted speed limits and traffic patterns.
3. Foul/offensive language will not be permitted.
4. The Contractor is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the job site. The Contractor and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The Contractor must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.

The remainder of this page left blank intentionally.



EXHIBIT "B"  
SCOPE OF WORK AND PRODUCT SPECIFICATION  
**TABLE OF CONTENTS**

- I. INTRODUCTION
- II. THEORY OF OPERATION
  - A. Video Systems
  - B. Audio Systems
  - C. Control Systems
  - D. Broadcast Production Systems
- III. SCOPE OF WORK
  - A. A/V Contractor Responsibilities
  - B. A/V Installation Methods
  - C. A/V Contractor Warranty and Service
  - D. A/V Contractor Qualifications
- IV. A/V CONTRACTOR PROVIDED EQUIPMENT
  - A. Video Equipment
  - B. Audio Equipment
  - C. Control Equipment
  - D. Display Equipment
  - E. Custom Equipment
  - F. Utility Computer
  - G. Production Equipment
  - H. Prefabricated Cables
  - I. Cables and Connectors
- V. DISTRICT I.T. DEPARTMENT
- VI. DISTRICT FURNISHED EQUIPMENT
  - A. Equipment to Remain in Place
  - B. Reutilized Equipment
  - C. District Provided New Equipment
  - D. Crestron Flex Microsoft Teams System
- VII. SYSTEM DOCUMENTATION
- VIII. CABLE AND EQUIPMENT LABELING
- IX. EQUIPMENT BID SUBSTITUTIONS

## I. INTRODUCTION

The Southwest Florida Water Management District is upgrading the Brooksville Office Boardroom Audio-Visual and Video System. The District will be utilizing existing selected devices, cables, and displays in the upgraded system.

The system will be a hybrid Video-Broadcast and Audio-Visual system. All signals will be converted to 1080P HD-SDI signals for matrix switching for video production and presentation displaying of local computers, videoconferencing send & receive signals, PTZ (Pan, Tilt, Zoom) cameras, DVR (Digital Video Recorder) playback from production systems, along with the recording of meetings for official documentation. The system will allow for displaying computer graphics ("Content") and Video Signals ("Video") from both Microsoft Teams and local sources.

A Utility PC (Personal Computer) with network access will be installed and utilized for all programming uploads and interfacing with IP (Internet Protocol) connected devices. All programming files and configurations shall be stored on this PC for future modifications of systems. Copies of all configuration files shall be provided to the District. The A/V Contractor will be expected to provide all files and utilize the Utility PC to access all equipment GUIs (Graphical User Interface).

Four PTZ Cameras will be installed in the Boardroom. One on the front wall behind the Dais, one on the rear Soffit Center, and one on each of left and right Soffit above the Staff Tables.

The audio system will utilize DSP (Digital Signal Processing) technology to distribute audio and mix-minus signals to all system speakers, recording devices, VTC (Video Teleconferencing Capability) systems, processing incoming audio VTC signals, as well as local computers, and television production systems. The District shall provide programming for the DSP system.

Devices shall be operated via a Crestron Control System and Crestron Touch Panels. All Cameras, DSP systems, microphone mute functions, boardroom displays and video/data projectors, will be controlled via RS232, RS422, and/or IP control protocols. Existing projections screens will be controlled by relay from the control system. Existing power controllers will be controlled by relay. The District shall provide programming for Crestron Control Systems and Panels.

Video Conferencing functions will utilize a Crestron FLEX System Microsoft Teams interface, and will be interfaced utilizing SDI (Serial Digital Interface) to HDMI (High-Definition Multimedia Interface) Conversion equipment for Inputs (Transmit) signals, and HDMI to SDI Conversion equipment for Outputs (Receive) Signals. There will be two Crestron UC-C160-T Touch Screen Control Panels network connected to the FLEX System. One panel at the Recorders Desk in the Boardroom, and one in the A/V (Audio / Visual) Production Control Room.

**II. THEORY OF OPERATION**

**A. VIDEO SYSTEMS**

The approach to this system utilizes Television Broadcast principles with Audio-Visual components. The primary purpose is for a fully functional boardroom system, with live Television Production, meeting documentation recording, and internet streaming.

Television Broadcast Technology devices are utilized for conversion of all HDMI signals to HD-SDI (High-Definition Serial Digital Interface) 1080P Serial Digital Video. HD-SDI to HDMI conversions will be utilized for displays and Teams transmit signals.

All HD-SDI sources are connected to an HD-SDI router. Video outputs of the router feed the production switcher, VTC systems, displays, and recording devices.

HD-SDI to HDMI converters will be utilized for Crestron Flex Microsoft Teams Interface systems, video display monitors, projectors, and any signal destination that requires an HDMI input. The router shall be controlled via the Crestron Control System and programmed to operate from Crestron control panels.

Each dais and staff position will have an existing personal video display. Signals distributed to personal displays will be converted to HDMI and distributed within the dais and staff tables via HDMI distribution amplifiers. Dais displays will normally display the video graphics (“Content”) signal. However, any graphic or video source can be routed to all displays.

Computer HDMI outputs will be transmitted to the equipment rack via HDbaseT transmitters and receivers. HDMI Signals will be converted to HD-SDI signals by converters located in the equipment rack.

Camera output signals shall be HD-SDI 1080P. Cameras shall be controlled via RS-422 and/or IP by Crestron, and IP Control by a Camera Controller located in the A/V Production Control Room.

The Television Production System will utilize a Panasonic HD-SDI Production Switcher, Panasonic Camera Controller, and an Atomos Dual Digital Video Recorder. Two Wohler Audio Panels and Closed Captioning Equipment will be located in the A/V Production Control Room.

**B. AUDIO SYSTEMS**

The approach for the audio system was to utilize Audio-Visual devices and DSP techniques to control audio signals within the system and controlling speaker mix-minus audio to create a feedback-controlled environment.

Each dais and staff position will have a personal speaker installed with a unique mix-minus signal developed for each board member, and staff member location.

Television Broadcast audio embedders are utilized to insert audio signals into HD-SDI signals and De-embedders to extract audio signals from HD-SDI signals.

Dais and staff table microphones, wireless microphones, ceiling microphones, computer audio signals, Microsoft Teams audio signals, and production audio signals will be connected to the DSP system. Final Ceiling microphone locations will be determined by the DSP programmer.

VOIP (Voice Over Internet Protocol) connections shall be provided by the District and utilized within the DSP for audio conferencing and phone call participation during meetings.

“All Audio Mix” and “Teams send Mix-Minus” outputs will be created within DSP programming and will be returned as inputs to the DSP. The production system will be able to choose “All Audio Mix” when recording meetings or “Teams transmit Mix-Minus” audio when operating as a functional live broadcast production system during meetings.

DSP outputs will be processed within the DSP to create mix-minus signals for personal dais speakers, amplified ceiling speakers, and for “All Audio Mix”, and “Teams send Mix-Minus Transmit” audio signals.

Each personal dais speaker and staff table position will have a unique mix-minus signal. Amplified ceiling speaker zones will have preset mix-minus signals to provide the DSP programmer expanded control of amplified audio within the boardroom.

Microphone muting will be provided by the Crestron custom 5 button single gang panels located at each dais and staff position.

An Assistive Listening System will be installed in the equipment rack and the “All Audio Mix” audio signal will be connected for both RF (Radio Frequency) transmission and Listen-Technologies cell phone app operations.

C. CONTROL SYSTEMS

Functional control will be provided via a Crestron CP4N Control System, utilizing Crestron programmed touch panels. The Crestron CP4N will control all controllable devices within the system. Three CP4N RS-232 connections will be utilized to control data projectors and one Audience Display. One Crestron CEN-COM IP to RS232 Interface will be utilized to control one Audience Monitor. Two Crestron Control Panels will be utilized for manual

operator control. One panel will be located at the Reception Desk, and one panel in the A/V Production Control Room.

Cameras will be controlled via IP by Crestron, and IP Control by a Camera Controller located in the A/V Production Control Room. An RS-422 cable will be run to each Camera location as an optional control method and control of future cameras.

Two Projectors, and the video recorder will be controlled via RS-232 and/or IP protocol as needed. Ethernet connections on projectors will be connected to the District Data Network for detailed setup and future firmware updates.

Existing projection screens will be controlled utilizing existing control cable connections and controlled via relay contacts. Two existing manual remote plates will be utilized.

The DSP system, the HD-SDI Router, and the Microsoft Teams System will be controlled via IP connected to the District Data Network.

The HD-SDI Router and the Digital Video Recorder will be controlled by RS-232 and IP as required by the District.

**D. BROADCAST PRODUCTION SYSTEMS**

Eight outputs of the SDI Router will be dedicated to inputs of the Production Switcher. The normalized sources will be the Four PTZ Cameras, Microsoft Teams Send and Receive Video, Podium, and the Staff PC. The Switcher Program out will feed Audio Embedders to embed selected audio mixes for both Digital Video Recorders A & B, along with Production Program Distribution to the Steaming Encoding System. The Production Program output will also be returned to the HD-SDI Router.

Eight Black Magic Up/Down Converters will be utilized to convert all Production Switcher Inputs from 1080P to 1080i. Two Black Magic Up/Down Converters will be utilized to convert all Production Switcher Outputs from 1080i to 1080P. All Sources will be set to 1080P. Production recordings and Streaming devices will be set to 1080P.

**III. SCOPE OF WORK**

**A. A/V CONTRACTOR**

The A/V Contractor shall be responsible for all commissioning of devices and systems included, but not limited to PTZ Cameras, Data Projectors, Conversion Equipment, HDBaseT devices, Assistive Listening System, Dais Speakers, Audio Amplifiers, and Ceiling Speakers.

A/V Contractor is responsible for providing all equipment shown on drawings or this document unless otherwise noted as District Furnished Equipment.

*(A District consultant will provide commissioning assistance to the A/V Contractor for Broadcast Equipment, Device Frame Communications, and Conversion Card configurations as needed. The A/V Contractor is responsible for all commissioning and full system functionality.)*

Crestron CP4N Control programming, and Biamp DSP programming shall be provided by the District Programming Contractor.

The A/V Contractor shall be responsible for the installation and termination of all cables and connections within the system, including modifications of existing cables and connectors as needed. All technicians working on the project shall be full time employees of the A/V Contractor. The On-Site Supervisor of the project shall be on site during entire installation.

The A/V Contractor shall be responsible for the removal of existing equipment and cables not being reused in the upgraded system.

The A/V Contractor shall remove and provide to the District the following existing equipment and cables:

- Two existing video projectors and hardware above the Boardroom audience seating area.
- Two existing hanging boardroom displays
- All equipment and cables in existing equipment racks not being reused for the upgraded system.
- All existing RGB 3&5 BNC component cables, Composite video cables. Some cables will be discarded at the District's request, including existing cables to displays, dais, and staff positions.

The A/V Contractor can re-utilize, but is not required to reuse the following existing cables:

- Microphone cables from dais and staff positions.
- Existing projection screen relay control cabling
- RS-232 control cables
- Furman Power Control Cables
- All existing Ceiling Speakers and Cables

The A/V Contractor shall install two Video Data Projectors at existing projector locations above the Boardroom audience area. Existing projector mounting methods can be utilized. The A/V Contractor shall determine mounting methods, and shall provide mounting hardware, and all mounting accessories required for safest and best installation. The A/V Contractor shall submit a projector mounting method in writing to the District before the

installation of projectors for District approval. Existing mounting structure may be used if contractor evaluates the existing method to be viable.

The A/V Contractor shall connect projectors to the District Data Network and utilize IP GUI of projectors to update and optimize projector operations as needed. The A/V Contractor shall save all data files relative to projector operations on the Utility PC and provide copies of all configuration files to the District.

The A/V Contractor shall install personal desk-mount speakers, at each dais, and staff position. The District shall determine the exact location for personal speaker mounting before or during the installation.

A/V Contractor shall fabricate and provide mounting devices and mounting methods for under-desk/dais devices, including Video Converters, HDMI Distribution Amplifiers, and RDL “Stick-on” devices. Methods for mounting these devices shall be approved by the District before the installation of devices. All under desk/dais cabling shall be laced and secured to the bottom of furniture, utilizing existing cable chases when possible. Screw-down cable ties are acceptable. Stick-on cable tie mounts will not be accepted under furniture except in certain exceptions that are approved by the District.

A/V Contractor shall remove all unused existing equipment from existing equipment racks and control consoles. All removed equipment will be provided to the District for disposal.

A/V Contractor shall install all equipment in the A/V Production Control Room including rack equipment and in the operator console. A/V Contractor shall work with District Staff for proper mounting of all Displays, Rack Equipment and Devices within the A/V Production Control Room.

The A/V Contractor shall provide an installation technician during the commissioning, programming, and testing phases of the installation. The Onsite A/V Technician shall coordinate with the District for participation in the testing process.

**B. A/V INSTALLATION METHODS**

All work shall conform to the (NEC) National Electrical Code and the (NFPA) National Fire Protection Association. The A/V Contractor is responsible for Firestopping all wall penetrations per local codes.

The existing equipment racks are equipped with vertical lace-bars and vertical power strips. Additional Power Distribution shall be the responsibility of the A/V Contractor. The A/V Contractor shall provide a clean and professional installation of equipment and cabling within the rack space. Every effort shall be made to create separate lacing bundles by type cables. Audio, Video, Control, and Network cables shall be laced in separate bundles.

The A/V Contractor shall provide under-floor cable management. All cables should lay neatly underneath raised flooring without tangles and excess cable. Prefabricated cables shall be neatly tied at all locations. Detailed inspections of underfloor cabling and cabling methods will be performed by the District. A/V Contractor will be responsible to make corrections to methods as needed.

The Utility PC shall be installed with adequate length service loops on all connected cables to allow the PC to be pulled out on the provided computer rails.

All power cords shall be neatly strapped with cable ties and attached to lace bars, rack structure, and furniture in a clean and orderly method. Loose power cords and cables will not be accepted.

All audio cables connected by screw-down and phoenix connectors shall be dressed with shield/drain wire tubing and shrink tubing over the overall jacket, covering the end of the jacket and tubing. All three-piece BNC connectors shall be terminated utilizing manufacturer-approved strippers and crimp tools, using industry-standards and methods.

All wall penetrations shall comply with all state and local codes. Penetrations shall utilize existing conduit cable paths and shall be finished with approved fire and smoke protection methods. All materials shall meet all state and local codes. Existing wall penetrations shall not be used if they do not meet local and state codes. New wall penetrations shall be created. The A/V Contractor shall report any existing wall penetrations that need to be updated to the District before using existing wall penetrations.

All Installation Procedures shall follow the A/V and Television Broadcast standards provided by InfoComm, BISCI (Building Industry Consulting Service International), NEC (National Electrical Code), NSCA (National Systems Contractors Association), ISO/IEC (International Organization for Standardization / International Electrotechnical Commission), and other A/V Organizations that pertain to this project. Procedures and Methods shall follow all State, County, and City Regulations.

All equipment types, connectivity, and specifications are specified in this document and the system design drawings provided by the District. It is the A/V Contractor's responsibility to verify all Quantities, Connectivity, and Functionality. Any questions related to this design package shall be directed to the District.

The A/V Contractor shall maintain a clean work environment at all times. A/V Contractor shall remove all trash items, keep neat storage areas, tools, boxes, cable, and related equipment. Arrangements for on-site storage shall be coordinated with the District.

The A/V Contractor shall be responsible for all J-Hooks, and related material for cables in ceiling areas. Plenum cables ties shall be used with all ceiling areas. J-Hooks shall be placed



at locations meeting all codes and standard practices. All network cables shall be tested to meet data standards for each particular cable being utilized.

The A/V Contractor shall utilize qualified Audio/Visual technicians on this project. **A CTS certified Audio/Visual technician is required to be present at all times during the installation and testing.**

It is the responsibility of the A/V Contractor to review all related documents and drawings of this project. Any uncovered technical issue shall be reported to the District.

C. A/V CONTRACTOR WARRANTY AND SERVICE

All equipment shall be new and provided by an authorized dealer with full warranty and service guarantees. Full warranty for all equipment shall begin at the sign-off of completion of the installation and testing.

The A/V Contractor shall provide a minimum of two years' warranty on all workmanship related to the installation of equipment, cabling, and connections. The A/V Contractor shall provide an extended warranty on all equipment that has less than a two-year factory warranty for a full two-year warranty provided by the A/V Contractor.

The A/V Contractor shall provide a physical response time within one business day for any issues related to the installation or malfunctions of the installed system throughout the two-year warranty period. The A/V Contractor shall work with the District to facilitate, manage, and replace all failed equipment.

D. A/V CONTRACTOR QUALIFICATIONS

The A/V Contractor shall Have a minimum of 5 years of experience installing systems of similar scope, scale, and complexity of the technology of this system. The A/V contractor must have a walk-in office located within 75 miles of the Brooksville District Office. The A/V Contractor shall be a current member and in good standing with Infocomm International, National Association of Broadcasters, National System Contractors Association, or a related Audio/Visual Association. The A/V Contractor shall employ CTS Certified Technicians to work on this project. On-site A/V Contractor Technicians shall have of 2 years of verified experience installing systems of similar scope, scale, and complexity of the technology of this system.

All installers working on the project must be full time employees of the A/V Contractor. Any exceptions must be approved by the District.

IV. **A/V CONTRACTOR PROVIDED EQUIPMENT**

A. VIDEO EQUIPMENT

- QTY: 1 AJA KUMO1616 16x16 HD-SDI Router
  - QTY: 5 AJA OG-ROI-HDM Open Gear HDMI to 3G-SDI Scan Converter.
  - QTY: 2 AJA OG-Hi5-4K-Plus Open 3G-SDI to HDMI 2.0 Converter
  - QTY: 2 AJA OG-X-FR Open Gear Frame with Network Connectivity
  - QTY: 2 AJA OG-X-PS Redundant Power Supply for OG-X-FR
  - QTY: 2 AJA OG-3GDA-1x9 1x9 HD-SDI Distribution Amplifier
  - QTY: 1 AJA V2Digital Analog to Digital Video Converter
  - QTY: 3 Cobalt Digital 9933-EMDA-ADDA HD-SDI Audio DeEmbedder
  - QTY: 1 Roland V-1SDI 4 Input Production Switcher
  - QTY: 4 Cobalt Digital RM20-9933-EMDE-B-HDBNC Rear Module for 9933 DeEmbedder
  - QTY: 3 Crestron HD-EXT3 HDBaseT Extender Kit
  - QTY: 1 ESE ES-219A RS-170A Black Burst Generator with 4 Outputs
  - QTY: 2 AVP AV-D23E2-AMN75-BZ 32x2 Video Patch Panel
  - QTY: 10 AVP LPC-2-BLACK 2' Patch Cables
  - QTY: 1 Black Magic BLACKRACK 10 Device Frame for Mini Converters
  - QTY: 4 Imagine 6822+ Power Supply for 6800+ Card Frame
  - QTY: 1 Imagine DMX6800+A4B2D Audio DeEmbedder
- B. AUDIO EQUIPMENT**
- QTY: 2 Biamp Server I/O Server I/O Chassis with 1 DSP Card & 1 AVB Card
  - QTY: 8 Biamp SEC-4 Audio Input Card with AEC
  - QTY: 5 Biamp SIC-4 Audio Input Card
  - QTY: 9 Biamp SOC-4 Audio Output Card
  - QTY: 1 Biamp SVC-2 VOIP Connection Card
  - QTY: 1 Biamp TC5 AVB Network Switch
  - QTY: 1 Biamp DAN-1 Dante Network Card
  - QTY: 4 Biamp TCM-XEX IP Ceiling Microphone
  - QTY: 2 Biamp TMC-NETBX IP Connection Box from TCM-XEX
  - QTY: 2 Biamp SNC-1 Network Connection Card
  - QTY: 2 Biamp AVB-1 AVB Network Connection Card
  - QTY: 18 RDL ST-PA18 18 watt Audio Amplifier
  - QTY: 18 RDL PS-24AS 24V 500ma Power Supply for ST-PA18

- QTY: 5 RDL STD-600 Passive Audio 600 ohm Combiner/Splitter
- QTY: 1 RDL STR-19B Stick-On Series Racking System
- QTY: 12 (Pairs)Daton Audio Desktop Mountable Speaker - Total 24
- QTY: 1 Shure ULXD4D Dual Wireless Microphone Receiver
- QTY: 2 Shure ULXD1 Wireless Microphone Transmitter
- QTY: 3 Shure MX184B Supercardoid Lavalier Microphone(1 spare)
- QTY: 2 Shure ULXD2 Handheld SM58 Wireless Microphone Transmitter
- QTY: 2 Wohler AM1-2SDA Stereo Audio Monitor
- QTY: 1 RME Babyface Pro FS USB Two Way Audio Interface
- QTY: 1 JOECO BBP64 DANTE Recorder
- QTY: 1 Listen Technologies LCS-121-0 WIFI/RF Advanced System Kit  
 LCS-121-0 Includes:  
 QTY: 1 LW-100P-02 LE 2 Channel Wifi Server  
 QTY: 1 LW-202 LE Venue Awareness Kit  
 QTY: 1 LT-800-072-01 Stationary RF Transmitter (72 MHz)  
 QTY: 1 LA-304 Assistive Listening Notification Signage Kit  
 QTY: 1 LA-122 Universal Antenna Kit (72 MHz)  
 QTY: 1 LA-326 Universal Rack Mount Kit  
 QTY: 2 LPT-A107-B Dual RCA to Dual RCA Cable 6.6 FT. (2 M)  
 QTY: 2 LR-4200-072 Intelligent DSP RF Receiver (72 MHz)  
 QTY: 2 LA-401 Universal Ear Speaker  
 QTY: 2 LA-430 Intelligent Ear Phone/Neck Loop Lanyard  
 QTY: 2 LA-423 4-Port USB Charger

C. CONTROL EQUIPMENT

- QTY: 1 Crestron CP4N Series 4 Control System
- QTY: 1 Crestron CEN-COM IP to RS232 Interface
- QTY: 2 Crestron TS1542-TILT-B-S 15" Touch Control Panel Black
- QTY: 6 Crestron PWE-4803RU POE+ Injector
- QTY: 4 Crestron HDDA44KZE 1x4 HDMI Distribution Amplifier
- QTY: 22 Crestron HZKPCN Horizon Custom Mic Mute Button Panels
- QTY: 22 FSR DSKB-1G 1 Gang Desktop Mountable Box
- QTY: 1 Crestron CNPWS-75 75 Watt Cresnet Power Supply
- QTY: 1 Crestron CNTBLOCK Cresnet Distribution Block

D. DISPLAY EQUIPMENT

- QTY: 2 NEC P525UL 5200 Lumen Lazer Data Projector
- QTY: 2 Projector Mount Adapter Plate As Required – Model Determined by A/V Contractor
- QTY: 2 Extension Pole/Mount As Required - Model Determined by A/V Contractor
- QTY: 2 Sharp PN-M401 40" Display with DB9 RS-232 Control
- QTY: 3 NEC V423 40" Video Display with DB9 RS-232 Control

E. Custom Equipment

- QTY: 1 Custom 1RU Connection Panel with SDI Input, SDI Output, HDMI Input, Audio Input and Output Connections

F. UTILITY COMPUTER EQUIPMENT

- QTY: 1 SL-1U-LLH310M-LA Rack-Mountable Windows 10 Utility PC
  - Intel H310 Chipset and 8th and 9th Gen Core i7/i5/i3 (LGA1151) processor
  - G4900 - 3.1GHz Intel Celeron CPU - Dual Core, 2MB Cache, UHD Graphics 610 (54W)
  - 4GB DDR4 2666MHz RAM
  - **LAN:** 1x Ports (GB (10/100/1000))
  - VGA + DVI-D + HDMI
  - 6x USB 2.0 Ports
  - 4x USB 3.1 Ports<sup>2</sup>
  - 1.0TB SATA 6.0Gb/s 7200RPM 64MB 3.5" - WD Blue
  - Realtek® ALC887 codec
  - Windows 10 Software Installed
- QTY: 1 SL-RMKB-RKP117e 1U Rackmount 17" LCD Keyboard Display Drawer

G. PRODUCTION EQUIPMENT

- QTY: 2 Wohler AMP1-2SDA Rackmount Audio Monitor

H. PREFABRICATED HDMI CABLES

- LOT Extron 26-650-35 HDMI to HDMI Pro/35 35FT Cable
- LOT Extron 26-663-02 HDMI to HDMI Ultra/1.5 – 1.5 FT Cable

- LOT Extron 26-663-03 HDMI to HDMI Ultra/3 - 3FT Cable
- LOT Extron 26-663-06 HDMI to HDMI Ultra/6 - 6FT Cable

**I. CABLES AND CONNECTORS**

- Lot Belden 1695A- Black RG6 Serial Digital Coax, Flamarrest Jacket
- Lot Belden 1694A Belden RG6 Serial Digital Coax
- Lot Belden 9451- Black Audio Cable - 2 Cond 22 AWG TC, Shielded, Riser
- Lot Belden 9451P- Black Control Cable 2 Cond 22 AWG TC, Shielded, Plenum
- Lot Belden 6299UE Speaker Cable, 2 Conductor 16 AWG BC, Unshielded, CMP
- Lot Belden 2412A – Blue Category 6+ Enhanced Cable, 4 Pair, U/UTP, CMR
- Lot Crestron Cresnet-P-TL Cat6A Cresnet Cable
- Lot Kings BNC Connector for Belden 1694A
- Lot Kings BNC Connector for Belden 1695A
- Lot RCA Audio Connectors
- Lot RJ-45 EOL Connectors

**V. DISTRICT I.T. DEPARTMENT**

Commissioning of the Video Production Switcher and Digital Video Recorder will be provided by the District. Closed Captioning Systems will be commissioned by the District.

The District shall provide one 48 port managed network switch for the new system. The District I.T. Department shall provide IP Address assignments for all system devices. The District shall provide required cables and connectors to connect the A/V Network switch to interconnect with the District Data Network. The A/V Contractor shall provide Cat6 cables and connectors required for all device connections documented on system line drawings.

The District will provide all the electrical requirements for this project.

**VI. DISTRICT FURNISHED EQUIPMENT**

**A. Equipment to Remain in Place**

The District shall provide the following equipment that will remain in place:

- LOT Production Control Room Furniture, Electrical Power & Rack Equipment
- LOT Restroom, Breakroom, Dais & Audience Rear Ceiling Speakers

QTY: 23 Dais and Staff Table Dell Graphic Display Monitors

QTY: 22 Dais Staff Table Microphones

QTY: 10 Extron SF228T Ceiling Speakers

QTY: 6 JBL CTL-26DT Ceiling Speakers

QTY: 2 JBL CM62 Ceiling Speakers

QTY: 24 Dell P2419 Dais & Staff Table Monitors

QTY: 6 20" Dais & Staff Table Mounted Displays

QTY: 8 Furman HP-15 Relay Power Control Devices

QTY: 6 Press Audio/Video Output Wall Plates

QTY: 1 Recorder Desk Audio Output Panel

**B. REUTILIZED EQUIPMENT**

The District shall provide the following equipment that will be reutilized in the upgraded system.

**c. New District Furnished Equipment**

QTY: 1 Panasonic AV-HS410J HD/SD Switcher with 9+ Inputs - D-Ship with Power Supply

QTY: 4 Panasonic AWHE42WPJ HD Integrated PTZ Camera (White)

QTY: 4 Panasonic FEC40WMW Wall mount for HE40 Camera (White)

QTY: 1 Panasonic AW-RP150GJ5 Advance Full PTX Camera Controller w/7" LCD

QTY: 1 Panasonic XLRMF10 4-Pin XLR Power Supply Cable FOR RP150GJ5

QTY: 1 Atomos SHOGUN STUDIO Dual Digital Video Recorder

QTY: 22 AJA HI5-Plus Mini Converter - SDI to HDMI Mini Converter

QTY: 12 Black Magic Mini Up/Down Cross Converters

QTY: 3 Leitch 6800+ Device Card Frames

QTY: 4 Leitch ARG-6800+D Audio Distribution Amplifiers

QTY: 7 Leitch DA-HR6802+ SDI Distribution Amplifiers

QTY: 2 Leitch VEA-6800+ Composite Video Distribution Amplifiers

QTY: 1 Marshall AR-AM4-BG-2 Audio Monitor

QTY: 1 TVONE LM-702HDA Dual Video Monitor

QTY: 1 OSC CX-100V 8 Channel Audio Amplifier

QTY: 1 Teradek CUBE Stream Encoder

QTY: 1 YRB to HDMI Converter  
QTY: 1 DVD/BluRay Player  
QTY: 1 HDMI to YRB Converter  
QTY: 1 Podium PC Computer  
QTY: 1 Spectrum Cable Television Receiver  
QTY: 1 48 Port Network Switch  
QTY: 4 Fostex PM0.5N Desktop Powered Speaker

Crestron Flex Microsoft Teams System

Includes:

QTY: 1 Crestron UC Presentation Transmitter  
QTY: 1 Crestron HD-CONV0USB-260 Teams Converter  
QTY: 1 Crestron UC Engine Teams PC  
QTY: 1 Crestron AM3200 Air Media HDMI Controller  
QTY: 2 Crestron LAN/USB Converters  
QTY: 1 Crestron Audio/USB Two Way Converters

**VII. SYSTEM DOCUMENTATION**

The District has provided a detailed design at “Build” level engineering for a complete and working system. Any variations to this design must be approved by the District. System drawings have been provided for all aspects of the system installation. The District will provide a cable Run-list Excel Spreadsheet to the A/V Contractor before installation. The installation contractor will not be required to provide engineering for this system or provide as-built drawings. The District will document all necessary corrections or changes to this design.

**VIII. CABLE AND EQUIPMENT LABELING**

Each system cable will be labeled with a unique cable label. Labels shall be applied on each end of every cable. Labels shall be Brady M-143-427 1” x 1.25” x .5”, Black on Semi-clear wrap-around labels. The format for printed labels is illustrated on drawing #AV-101-E/7.

Equipment Labels shall be provided on all equipment including conversion devices at displays and dais devices. Labels shall be Brady MC-500-595-WT-BL .5" printed tape labels. Each label shall include the equipment short device name, and unique system name as shown on system line drawings. Example: "HD-SDI Router- SDIRTR-01". Labels for Custom I/O Panels will have engraved double-stick labels.

**IX. EQUIPMENT SUBSTITUTIONS**

All equipment substitutions shall be preapproved by the District before Bid Submittals. All substitutions must have exact technical abilities and operational functions.