



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/22/2024

File ID: 2024-1754

Department: ITS

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Verta Technologies for the City of Huntsville's Audio Visual Services and Support.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515370-00000000-

City Cost Amount: \$ 95,110.00

Total Cost: \$ 95,110.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

This Resolution will cover the details and offerings from Verta Technologies to the City of Huntsville for Audio Visual Services and Support which will include pricing exclusions and other details regarding the City of Huntsville's Audio Visual Service Plan.

RESOLUTION NO. 24-616

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Verta Technologies on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville and Verta Technologies for the City’s Audio Visual Services and Support,” consisting of eight (8) pages and thirty-one (31) additional pages, and the date of August 22, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of August, 2024.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of August, 2024.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

1.1.1. Assigned technician will be available Monday-Friday, 8:00AM-5:00PM with one hour for lunch. Working outside normal hours is not authorized without prior approval from the ITS department. In rare instances, daily hours may vary if required to support a City function after hours.

1.1.2. Assigned technician will not be required on site for any regularly scheduled city holidays or closures. If projected leave time including sick, vacation, or other, will be more than five (5) consecutive days, Verta will provide an on-call replacement technician for any emergent or work outage issues. If the projected leave time including sick, vacation, or other, will be more than ten (10) consecutive days, Verta will provide an on-site replacement technician.

1.1.3. The provision of Proposal headed "Response Time" shall be amended as follows:

The bullet point which reads, "Onsite Support SLA (in Verta Maintenance contract with dedicated technician)" is amended to read as follows:

"Onsite Support SLA (in Verta Maintenance contract with dedicated technician). Times may vary on successive Emergency or Urgent calls."

1.2. **AV Equipment.** Verta will offer full AV products and additional services for new AV system installations at a fixed markup of 10% of the current market cost as described in the Proposal, subject to the limitations described in Appendix K of the RFP under the heading "1.3.3. Materials." Labor for installation of new products will be at hourly rates as provided in Proposal under the heading "Current Active GSA Labor Rates." Additionally, Verta will develop a standard operation procedure (SOP) for all AV systems covered by this agreement.

1.3. **Properties Covered.**

1.3.1. Verta will develop as needed and maintain City's audio-visual systems in properties including, but not limited to, the Public Safety Training Academy (5365 Triana Blvd.), all City of Huntsville Fire Stations, the Huntsville Aquatic Center, the Iceplex, the Sandra Moon Complex, any other City facility that utilizes AV equipment, and any new facility with AV equipment that may be completed during the term of this contract, including, but not limited to, a planned new installation at John Hunt Park.

1.3.2. This agreement does not include AV equipment at Huntsville City Hall, in-car equipment, or North Alabama Multi Agency Crime Center (NA-MACC) equipment associated with the Huntsville Police Department.

- 1.3.3. This agreement does not include building security cameras or DVRs managed by the General Services Department.
- 1.3.4. This agreement does not include building access, fire alarms, burglar control, or any other safety and security equipment.
- 1.3.5. This agreement does not cover equipment currently under other maintenance or support contracts, but such equipment may be added in the future with written agreement of both the City and Verta.

2. Terms and Conditions

- 2.1. **Term.** The term of this contract is one year beginning on October 1, 2024, thereafter the contract will automatically renew for up to two additional one-year terms unless either party submits a written cancellation request at least 60 days before the end of the term. The annual fee will increase by 2% each renewal term.

3. Contract Amount and Payment Schedule

- 3.1. Appendix A of the RFP shall be amended as follows:

The bullet point which currently reads, "Provide the City access to highly trained AV professionals as needed at pre-negotiated labor rates" is amended to read as follows:

"Provide a dedicated Level II certified technician for general AV support for the City of Huntsville's AV systems for a fixed annual fee. Technician will have full support from highly trained AV professionals within the same company at no additional cost to the City."

- 3.2. Pricing as set forth in Proposal shall be amended as follows:

The portion of the paragraph headed "I. Contract Pricing" which currently reads, "...Fees are invoiced to the City of Huntsville on a monthly basis, and will become due and payable on the first day of each month. The City of Huntsville agrees to pay all monthly fees one month in advance. If the City of Huntsville does not pay its fees in full within 15 days of the due date, or if the City of Huntsville at any time otherwise fails, neglects, or refuses to make timely payments for the services, Verta reserves the right to suspend services and shall not constitute a breach of contract" is amended to read as follows:

"...The City shall render payment to Verta by check on a Net 30-day basis after receipt of an invoice that has been submitted as required by the RFP. If the City of Huntsville does not pay its fees in full within 15 days of the due date, or if the City of Huntsville at any

time otherwise fails, neglects, or refuses to make timely payments for the services, Verta reserves the right to suspend services and shall not constitute a breach of contract.”

4. **Facility Access and Requirements.**

4.1. The City shall furnish keys and access cards to provide services at each location covered under this agreement.

4.2. **Background Checks**

4.2.1. **Assigned Technician and Unescorted Verta Employees.** Assigned Technician and any other unescorted Verta employees must have police background checks completed at Verta’s expense. For Assigned Technician and any unescorted Verta employees that will provide services at any of the City of Huntsville Public Safety Facilities, City will perform an additional and more extensive background check at no cost to Verta. The names of such employees will need to be provided to the Information Technologies Services Director for submittal. The background check must be maintained at Verta’s place of business and be available for review at reasonable times by the Information Technologies Services Director or his agent. Any negative history indicated on the background check must be brought immediately to the attention of the Information Technologies Services Department. Any employees with a negative history on the background check must be approved by the Information Technology Services Department before entering a City facility to provide any services under this contract.

4.2.2. **Escorted Verta Employees.** Employees who have not complied with the background check provisions in Section 4.2.1 must be escorted at all times by Assigned Technician or another Verta employee who has completed all of the background checks required by Section 4.2.1.

4.3. Upon termination of the contract, Verta shall render an accounting of all access cards and keys which has come into its possession under this contract. Lost or stolen keys may be subject to a fee for replacement or rekeying for unreturned keys. Verta shall be responsible for the safeguard and protection of City Property and shall be responsible for reporting to the Information Technology Services Department Representative the malfunctioning or disrepair of any City equipment used by Verta. Verta shall not undertake the repair of City furnished property; if Verta does so, it shall be liable for all damages and repair costs. Verta shall assure all property used for this contract is used with appropriate safety measures and safeguards at all times.

- 4.4. The City may request Verta to immediately remove an employee from the work site(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing their duties during their employment. Verta must comply with these requests and provide replacement personnel immediately. The City retains the right, however, to permanently remove any employee from performing duties under this contract should the employee performance so warrant. In the event an employee through negligence or willful misconduct causes damage(s) to the real property or causes injuries to any person, the City of Huntsville and Verta will jointly investigate claims and attempt to reach a mutually beneficial resolution with the property owner or individual. However, in all instances, the City of Huntsville or its assigned representative shall retain the right to make final determination of fault and responsibility.
5. **Allowance of In-House Work.** No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.
6. **Contract Assignment and Subletting.** Verta shall not assign, transfer, convey, sublet, or otherwise dispose of its contractual duties to any other person, firm, or corporation without the previous written consent of the City. If Verta desires to assign its right to payment of the contract, Verta shall notify the City immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve Verta of its obligations or change the terms of the contract.
7. **Insurance and Indemnity.**

Verta shall meet the insurance, indemnity, and bond requirements set forth in Appendix D of the RFP with the following modifications: Section 3(C)(1)(a) of Appendix D of the RFP is hereby renumbered as Section 3(C)(1)(b) and Section 3(C)(1)(b) is renumbered as Section (C)(1)(c); and the following language is added as Section 3(C)(1)(a) of Appendix D:

The City, its agents, officers, employees, representatives and specified volunteers are to be covered as Additional Insureds, as their interests may appear as respects: liability arising out of activities performed by or on behalf of the contractor and sub-contractor, if any, for products used by and completed operations of the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents and their officers, employees representatives, or specified volunteers. Waiver of subrogation shall be included.

8. **Mutual Nonsolicitation of Employees.** During the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement for any reason, each party hereto (the "Covenanting Party") agrees that it shall not induce or attempt to induce any employee of the other party to leave the employ of the other party. This agreement shall not prevent either party from hiring any employee of the other party.

9. **GENERAL PROVISIONS.**

9.1. **Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Sole venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

9.2. **Force Majeure.**

Should any delays to delivery emanating from Force Majeure events (non-exhaustive examples of this event: earthquake, flood, any other natural disaster, pandemic, civil disturbance, strikes, labor disputes, fires, explosions, government imposed restrictions, war and other hostilities or embargo), Contractor shall be excused from said delay and liability.

9.3. **Headings.**

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

9.4. **Agreement Deemed to Have Been Jointly Drafted.**

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

9.5. Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

9.6. All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

9.7. Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

9.8. Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

9.9. No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

9.10. Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. Any pre-printed terms and conditions of Verta's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

9.11. Electronic Signatures

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

9.12. Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Verta is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) City of Huntsville Request for Proposals #48-2024-17 dated June 13, 2024; and 3) Verta's Response to Request for Proposals #48-2024-17 dated June 20, 2024 (which include the Pricing Proposal attached hereto as Exhibit B).


IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

Attest: _____
Shaundrika Edwards
Its: Clerk

VERTA, LLC DBA VERTA TECHNOLOGIES

By:  _____
Its: CEO

COVERED ITEMS LIST

1. City of Huntsville Public Safety Training Academy (5365 Triana Blvd)

(see spreadsheet)

2. Huntsville Fire Stations (various locations) (see spreadsheet)

The City currently has video conferencing capabilities in each of our nineteen (19) Fire Stations, configured for virtual training sessions and includes a mounted television monitor, camera & microphone (usually Logitech), and a computer.

3. Huntsville Aquatic Center (2213 Drake Ave SW) (see spreadsheet)

The Aquatic Center has various displays (monitors), electronic displays (scoreboard), cameras and audio equipment. Design documents are available.

4. Digital Signage (4)

Parks and Recreation (PAR) currently has digital signage at the Aquatic Center, Iceplex, the Sandra Moon complex, and plans for a new installation at John Hunt Park and possibly others being planned. At present these are individual installations, and the City would like to centralize control in the cloud utilizing BrightSign BSN.cloud. BrightSigns is also utilized for a sign at the Public Safety Training Academy.

EXHIBIT

A



HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama

Finance Department
Procurement Services Division

Request For Proposals **Audio Visual Services**

Request for Proposal #:	48-2024-17
Issue Date:	June 13, 2024
Bid Bond Requirements:	No, a bid bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Proposal Teleconference Date and Time:	N/A
Pre-Proposal Conference Date:	N/A
Deadline for Questions Date:	June 25, 2024 @ 2:00:00 PM
RFP Closing Date:	July 2, 2024 @ 2:00:00 PM
Post-Closing Proposer Teleconference Date:	N/A
Post-Closing Proposer Presentation/Demonstration Date:	N/A
Procurement Services Contact:	Carrie Power Carrie.power@huntsvilleal.gov (256) 564-8060
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
RFP E-Documents:	Attachment 1; Audio Visual Covered Items List
Proposal Copies to be Submitted	1 Original, 2 Copies
City File Reference:	Audio Visual Services RFP 2024

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SECTION 1. INTRODUCTION

The City hereby gives notice it is requesting sealed proposals for the goods and/or services described in Appendix A of this RFP. The City intends to award a contract to the successful Proposer(s) who the City determines will best meet the City's objectives as described herein.

The major objectives of this RFP are as follows:

- Describe the goods and/or services desired by the City.
- Describe the Proposal and City contract terms and conditions.
- Provide Proposers with instructions for responding to this RFP.

1.1 DEFINITIONS

In addition to other terms that may be defined herein, certain terms and abbreviations are defined as follows:

"City"	City of Huntsville, Alabama
"Contract"	The agreement between the City and the Proposer chosen by the City pursuant to this RFP, which shall include this RFP and the Proposal.
"Contractor"	The party with whom the City will execute the Contract.
"Proposal"	The response to this RFP submitted by a Proposer.
"Proposer"	A person or entity submitting a response to this RFP.
"RFP"	This Request for Proposal, all addenda, and appendices.
"RFP E-Documents"	The documents referenced by this name on the cover of this RFP.

1.2 CONTACT INFORMATION

All questions regarding this RFP must be directed in writing to the contact provided on the cover of this RFP.

1.3 SCHEDULE

The sequence of events related to this RFP are as follows:

- Pre-Proposal Conference:** A Pre-Proposal Teleconference or Conference, as the City deems necessary, will be held at the date and time specified on the cover of this RFP, at which time City representatives will discuss the requirements of the RFP and answer any questions regarding the RFP. The City will issue a notification by addenda of the Teleconference call-in number and password on the day of the conference. Any Conferences will be held in the City Council Chambers located on the second floor of Huntsville City Hall, 305 Fountain Circle, Huntsville, Alabama.
- Deadline for Questions:** All questions must be received in writing not later than the deadline for questions date and time noted on the cover of this RFP.
- RFP Closing Date:** Proposals are due no later than 2:00:00 PM City time on the proposal closing date noted on the cover of this RFP.
- Proposer Teleconference/Presentation/Demonstration:** To possibly be held as described herein on the date and time noted on the cover of this RFP.
- Proposal Selection:** Within ninety (90) days of proposal closing date, unless extended by the City.
- Proposal Negotiation:** To be announced.
- Contract Award:** Successful Proposer(s) will be notified of the date the award will be submitted to the City Council for approval. The City will notify Proposer(s) about the need to execute contract documents and provide other required documents as required.
- Award Notification:** City will provide final notification of award and/or notification to proceed when all City requirements have been met.

SECTION 2. GENERAL TERMS & CONDITIONS

It is the intent of the City, through this RFP to establish to the greatest extent possible complete clarity regarding the obligations of all parties to be incorporated in the Contract. Before submitting a proposal, Proposer should become familiar with all requirements of this RFP and the conditions and requirements under which the Contract obligations must be fulfilled.

2.1 INTERPRETATIONS

The City will not be responsible for the Proposer's misunderstanding of the scope of work or any terms and conditions of the Contract. The City will not be responsible for oral interpretations of this RFP. Proposer's questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the RFP must be submitted in writing to and received by the contact provided on the cover of this RFP not later than the deadline for questions date noted on the cover of this RFP. Questions shall specify the Section(s), paragraph(s), and page number(s) to which the question refers.

2.2 ADDENDA

The City may issue addenda to this RFP to provide additional information or clarifications. The City of Huntsville will not be responsible for a Proposer's failure to acquire any addenda issued. The City will issue notifications of addenda issued via the City's Internet Site, and Proposer's who have downloaded this RFP will be notified of any addenda by email. It is the Proposer's responsibility, however, to periodically check the City's Internet Site for addenda issued. All Proposers will be responsible for downloading any addenda at <https://www.bidnetdirect.com/alabama/cityofhuntsville>.

Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form (Appendix G). Failure to acknowledge receipt of addenda shall not relieve Proposer of full responsibility for all requirements contained in addenda.

2.3 PRE-PROPOSAL CONFERENCES & QUESTIONS

A Pre-Proposal Conference may be scheduled to review and answer any pertinent questions concerning the proposal and the specifications. Any questions or requests for clarification must be addressed at a Pre-Proposal Conference, if scheduled, or submitted in writing not later than the deadline for questions noted on the cover of this RFP.

2.4 PRICE REDUCTIONS

If at any time after the date of the contract award, the Proposer makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period or until the price is further reduced. Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, an occasional sale at a lower price or sale of distressed merchandise would not be considered a general price reduction.

2.5 BID BOND

An original Bid Bond is required as specified in Appendix D unless it is waived on the cover of this RFP. Any proposal submitted without an original Bid Bond, when required, will not be considered. Such Bid Bond shall be an original document in the form of a firm commitment, such as Bid Bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. A company check is not an acceptable Bid Bond. Bid Bonds shall be retained by the City until such time as a contract is executed; a purchase order is issued, or in some cases, materials and/or equipment is received, if a Performance Bond is not required.

2.6 LOCAL PREFERENCE

In accordance with Alabama State Law, the City may choose to utilize a local preference for items of personal property only. In the event a Proposal is received for an item of personal property from a Proposer deemed to be a responsible Proposer, having a place of business within the Huntsville City limits and the Proposer's price is no more than three percent (3%) greater than the price of the lowest responsible Proposer located outside the City limits, the City may award the Contract to the local responsible proposer. The local preference is not applicable if the procurement in question is funded with a federal grant.

2.7 PROPOSAL AWARDS

The City reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interest of the City. The City reserves the right to make an award in whole or part to one or more proposers whenever deemed necessary and in the best interest of the City.

The award will be made to the responsive and responsible proposer providing the best value to the City, based on the City's sole discretion in making this determination. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. In the event only one proposer responds to a request for proposal, the City may reject the proposal and negotiate the purchase or contract, providing the negotiated price is lower than the proposal price.

Written notification of award will be mailed the successful proposer upon approval of the Huntsville City Council. All other proposers will also be notified by mail and Bid Bonds, if applicable, will be returned at that time. Orders will be placed by issuance of a purchase order against the contract which serves as the contractor's authorization. Delivery instructions will be noted on the purchase order as well as billing instructions.

2.8 INVOICING THE CITY

Invoices submitted pursuant to this RFP must include:

- a. Name and remittance address of Proposer.
- b. Invoice date.
- c. Invoice number.
- d. RFP number.
- e. City purchase order number.
- f. Contact information of the person to be notified in event of a discrepancy in the invoice.

2.9 PAYMENT TERMS

The City will render payment to the successful Proposer(s) by check on a Net 30-day basis after receipt of an invoice that has been submitted as required in this RFP, unless the City authorizes alternative terms in the Contract.

2.10 NON-APPROPRIATION

As required by State of Alabama law, the City assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

2.11 SPECIFICATIONS

The specifications are provided to potential proposers as guidelines that describe the type and quality of commodity or service the City is seeking to procure. The proposer must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the proposal.

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the proposer to the specified brand, make, manufacturer, or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the City. Proposer shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary.

It will be assumed that all proposals are based upon the specifications unless the proposer stipulates to the contrary in the Proposal, in which case, the Proposer shall point out in detail any and all deviations from the specifications. Proposers having items that do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose. The City reserves the right to request a demonstration of any and all items proposed before making the award.

All items proposed will be inspected by a representative of the City upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.

2.12 NEW EQUIPMENT

All manufactured commodities shall be new, latest model unless otherwise stipulated. The proposer shall guarantee that commodities submitted for their proposal shall be new, and of the latest and most improved model of the current production and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted unless specifically requested.

2.13 WARRANTY

The Proposer shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the Proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.

2.14 CONTRACT TERM

In accordance with the Alabama Competitive Bid Law, as amended, the City may enter into multi-year leases, purchase, and lease-purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:

- a. Contracts shall terminate without further obligation on the part of the City except as set forth in the contract as permitted by this Act at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this section;
- b. Contracts may provide for automatic renewal unless positive action is taken by the City to terminate such contract, and the nature of such action shall be determined by the City and specified in the contract.

2.15 CONTRACT ASSIGNMENT AND SUBLETTING

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his or her contractual duties to any other person, firm or corporation without the previous written consent of the city. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the city immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.

2.16 INSURANCE REQUIREMENTS

Contractor must maintain insurance as described in Appendix D, which shall be incorporated into the Contract, for which proof of insurance shall be required.

2.17 HOLD HARMLESS

The successful proposer agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to proposer's performance.

2.18 ORDER OF PRECEDENCE

Any expressed terms or conditions made in this RFP shall supersede any provisions outlined herein the General Terms & Conditions.

2.19 ALABAMA IMMIGRATION LAW

Proposer must agree to comply with Alabama Immigration Law - see Appendix H, Section 3.3; and complete Appendix J.

2.20 EQUAL OPPORTUNITY

The City has an Equal Opportunity Purchasing Policy and encourages utilization of minority and women-owned business enterprises in its procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any Proposer regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

2.21 ADA

The vendor/Proposer/contractor agrees to comply fully with the Americans with Disabilities Act and will indemnify and hold harmless the City from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American with Disabilities Act.

2.22 RIGHT TO INSPECT

At reasonable times, the City may inspect those areas of the Proposer's place of business that are related to the performance of a contract. If the City makes such an inspection, the Proposer must provide reasonable assistance. The City reserves the right on demand and without notice to inspect all of the Proposer's files associated with a subsequent contract where payments are based on Proposer's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract; and, subcontractors, at any tier, may be required to provide access to records as provided in 49 U.S.C. § 5325(g), if required by federal regulations that may pertain the Contract.

2.23 ETHICS, COMPLIANCE AND OTHER MATTERS

For purposes of this Section, Proposer includes Proposer's parent company(ies), subsidiary(ies), and affiliate(s). In Appendix H, Section 3.4, Proposer must acknowledge;

- 1) Proposer is fully qualified to provide the requested goods and services to the City.
- 2) Proposer is properly established, licensed, and authorized to do business in the State of Alabama and the City, or will be prior to commencement of performance under the Contract. Proposer shall provide evidence of such licenses to the City upon request.
- 3) This Proposal is true, accurate and complete.
- 4) This Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation.
- 5) Proposer has not directly or indirectly induced or solicited any other Proposer to this RFP to submit a false or sham Proposal.
- 6) Proposer has not sought by collusion to obtain for themselves any advantage over any other Proposer to this RFP or over the City.
- 7) Except as disclosed in Proposal, Proposer:
 - i) Has not, in the past three (3) years made contributions to elected City officials or candidates for City offices;
 - ii) Is not subject to pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or products including, but not limited to, any litigation, consent orders, debarment, or contracts with any local, state or federal regulatory agency issued to Proposer;
 - iii) Has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer (the details of which shall be disclosed in Proposal);
 - iv) Has not had a bond or surety canceled or forfeited (the details of which shall be disclosed in Proposal); and,
 - v) Has not been adjudged bankrupt (Chapter 7) or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13) (the details of which shall be disclosed in Proposal).
- 8) Neither the Proposer nor any individuals who will fulfill Contract requirements has a possible conflict of interest with the City, except as disclosed in writing in the Proposal; that the City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the goods and services to be provided by Proposer; and that the City's determination regarding any questions of conflict of interest shall be final.
- 9) Proposer is not indebted to the City and will not at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification, the City shall have the right to, and may, at the option of the City, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame as specified by the City in writing, this will offset any such indebtedness against said payments and/or terminate the Contract for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).
- 10) Code of Ala. 1975 §36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code of Ala. 1975 §36-25-11.

2.24 GOVERNING LAW

All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama. Federal grants are subject to Federal laws. Federal laws, regulations, and directives may change, and the most recent changes will apply, unless otherwise determined in writing by the Federal Agency. All contractual provisions required by the Department of Transportation, as set forth in FTA Circular 4220.1F, are incorporated by reference, if applicable.

2.25 TERMINATION

The City reserves the right to terminate, without cause, any award made as a result of RFP by providing a thirty (30) day letter of cancellation notification to the successful Proposer. If the funding source is a Federal grant, the Federal Government reserves the right to terminate, without cause, any award made as result of this Proposal.

SECTION 3. PROPOSAL INSTRUCTIONS

Proposers are required to submit the required information in accordance with the instructions in this section. A response that deviates from these instructions may be considered non-responsive and may be rejected at the discretion of the City.

The City intends that this RFP is accurate and complete but recognizes that there may be some details or work requirements not expressly described herein. Therefore, Proposer is required to (1) include in its Proposal all labor, supervision, materials, equipment, and tools of the trade required to meet the City's objectives, and (2) make inquiries of the City during the RFP process about the specific requirements of the City, for which the City may issue clarifications in the form of addenda to this RFP, as described herein.

3.1 SUBMISSION OF PROPOSALS

Complete, sealed proposals must be clearly marked with the RFP# and received by Procurement Services no later than 2:00:00 PM City time on the proposal closing date specified on the cover of this RFP. For the purposes of receiving Proposals, the clock located in the City Council Chambers at 305 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), and shall be the official record of time. The number of copies specified on the RFP cover must be delivered to:

City of Huntsville
Procurement Services
P. O. Box 308 (35804)
305 Fountain Circle (35801)
Huntsville, Alabama

For Proposer's convenience, a mailing label is provided in Appendix I.

3.2 PROPOSAL PREPARATION EXPENSES

Proposers are responsible for all expenses incurred in the development and submission of their proposals and in participating in any negotiations related to this RFP. The City assumes no obligation for any expenses incurred by the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the successful Proposer(s).

3.3 LATE PROPOSALS

The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal response to the City's Procurement Services office by the 2:00:00 PM City time on the proposal closing date specified on the cover of this RFP. Any proposal received after this date and time will not be considered.

3.4 PROPOSAL OPENINGS

All Proposal Openings are open to the public and will be held in the City Council Chambers located on the second floor of Huntsville City Hall, 305 Fountain Circle, Huntsville, Alabama. The City will notify Proposers of the date and time for such.

3.5 RESPONSIVE PROPOSALS

Each Proposal must be submitted in accordance with the requirements of this RFP. A Proposal that is not completed or submitted as required by the RFP will be rejected as "non-responsive." Proposals may be disqualified and rejected for any of (but not limited to) the following causes:

- a. Failure to use the proposal forms furnished by the City.
- b. Lack of signature by an authorized representative on the proposal form.
- c. Failure to properly complete the proposal form and Proposer compliance.
- d. Evidence of collusion among proposers.
- e. Unauthorized alteration of the proposal form.
- f. Failure to submit a Bid Bond, if required.
- g. For public improvement projects only, failure to note the General Contractor's license number or a note that the bid amount is less than \$100,000.

3.6 RESPONSIBLE PROPOSERS

The City shall take reasonable measures to determine Proposer capability, business integrity, financial resources, and reliability in all respects to perform fully the contract requirements and insure good faith performance prior to contract award and during the term of the contract. If, during the RFP process, a Proposer does not demonstrate its ability to comply with the City's requirements, to the City's satisfaction and at the City's sole determination, based on all information available to the City, the City may determine the Proposer to be "non-responsible" and may reject the Proposal.

3.7 RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any part of any Proposal or to solicit new proposals for the same goods and services that may be the subject of this RFP, as the City may deem necessary and in its best interest. Proposers must comply with all the terms of the RFP and all applicable local, state and federal laws, codes and regulations.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other proposals; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision, may be waived at the discretion of the City.

3.8 PUBLIC RECORDS NOTICE AND CITY RIGHTS TO INFORMATION

The City is governed by the public records laws of the State of Alabama. All Proposals and information received by or that is available to the City pursuant to this RFP, except copyright material, shall become the property of the City. All such information, as it becomes the property of the City, becomes a public record and is subject to disclosure pursuant to applicable open records laws that provide for reasonable inspection by the public. All proposal information, including detailed pricing information and proprietary technical information, will be held in confidence by the City's Procurement Services Division until a recommendation for contract award has been made to the City Council, after which proposal information will be subject to disclosure as a public record.

At the specific written request of Proposer, the City will make reasonable efforts to protect from public disclosure any information that Proposer (1) segregates from other information and (2) is clearly labeled as "proprietary," "trade secret," "confidential," or "restricted," provided that Proposer also furnishes a brief statement that describes the reasons for the requested nondisclosure.

If proprietary, confidential, trade secret or otherwise restricted information is submitted to the City by Proposer as a result of this RFP or any resulting contract, then Proposer shall hold harmless and indemnify the City, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, expenses, and costs, including, but not limited to, any costs related to legal defense, attorney's fees, court costs, damages, or judgments arising from or resulting from any disclosure request or disclosure by the City of such information.

3.9 DELIVERY/COMPLETION SCHEDULE

The delivery or completion schedule must be provided as noted in this RFP. If all items cannot be delivered on the same schedule, please note variances. (See Appendix G: Proposal Pricing Form)

3.10 GENERAL PROPOSAL REQUIREMENTS

Proposals must be prepared in English and be presented on 8 ½ x 11 paper, pages sequentially numbered within each tabbed section described in section 3.2, and single spaced with an easily legible font size. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color display, promotional material, etc., are not necessary. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables shall be numbered and labeled clearly. Proposal shall be typewritten or in ink; those prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign the Proposal. All signatures on all submitted documents must be signed by officials of the corporation or company duly authorized to bind Proposer.

3.11 PROPOSAL FORMAT

Proposals must be submitted with tabbed indexes separating the sections, organized in the following order:

Tab 1: Transmittal letter.

Tab 2: Proposer Information. Proposer must complete and submit Appendix H and Appendix J.

Tab 3: Qualification and Experience of Proposer. See Appendix K.

Tab 4: Scope of Work. See Appendix K.

If required by Appendix F, Proposer must submit forms documenting its compliance with the City's required/ desired performance specifications.

Tab 5: Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form (Appendix G) and submitting in this section (see Section 2.2).

Tab 6: Additional Documentation. If applicable, Proposer shall include screen shots and sample reports from computer software applications that may be part of the proposed goods. This is intended to illustrate how a particular requirement might be met by Proposer, NOT a complete submission of all screens/reports/features.

3.12 PRICE PROPOSAL

Proposer's price for the goods and services purchased by the City pursuant to this RFP shall be specified in the Proposal Pricing Form, Appendix G. All tools of the trade required to meet the Contract requirements must be included in the Proposal price.

The Proposal Pricing Form must be submitted with the original Proposal, in a SEPARATE SEALED ENVELOPE clearly marked "PROPOSAL PRICING FORM". The additional copies of the Proposal requested in Section 3.2 must NOT include any copies of the Proposal Pricing Form. The City will evaluate the other components of the Proposal before opening or revealing the Proposal Pricing Form.

Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes.

The City will not accept charges for transportation, handling, packaging, installation, or out-of-pocket expense other than as specified in the Proposal.

Prices quoted to the City shall remain firm for a minimum of 90 days from the date of opening of the proposal, unless so stated differently in the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the proposal. Any proposal containing an "Escalator Clause" will not be considered unless so stipulated in this RFP. Discounts will be considered in determining the lowest price, however, any payment term based on less than 30 days may not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

3.13 PROPOSAL SUBMISSION CHECKLIST

Proposers are encouraged to review Appendix C, which provides a checklist of things to consider before a Proposal is submitted to the City. The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

APPENDIX A

CITY OF HUNTSVILLE, ALABAMA

SCOPE OF WORK & RELATED INFORMATION

CITY OBJECTIVES

The City of Huntsville desires to solicit sealed bids for **Audio Visual Services**, as outlined in the attached Specifications and General Terms and Conditions.

It is the intention of The City of Huntsville (herein “the City”) to embed a full-time AV technician within the City and establish a Master Agreement for Audio/Visual (AV) products and services for use by the City. This agreement will allow the City to establish a central point of contact within the city for AV purchase, maintenance, repair, installation, support and troubleshooting of new or already existing AV equipment. Locations of existing AV equipment to be maintained are listed in attachment 1, “Covered Items List”. Other AV equipment added by outside contracts or purchases during city construction or refurbishment projects may be added with the agreement of both parties. The award of this contract does not preclude the successful bidder from bidding on other City AV projects that are outside of the scope of this award.

It is the intention of the city to achieve the following objectives through this IFB.

- Provide a competitively solicited Master Agreement offering AV services to the City.
- Acquire a full-time, on-site AV technician within the ITS department to provide continuity for the AV services across the City.
- Achieve cost savings for the city through a competitive solicitation process that eliminates the need for multiple proposals.
- Provide the City a path to escalate technical AV issues as needed.
- The City reserves the right to perform similar work by City employees if we deem it to be in the best interest of the City.
- Provide the City with a comprehensive vendor for AV equipment lifecycle to include procurement, installation, commissioning, maintenance, etc. (Does not include disposal.)
- Provide the City access to highly trained AV professionals as needed at pre-negotiated labor rates.

APPENDIX B

CITY OF HUNTSVILLE, ALABAMA

EVALUATION CRITERIA

1. EVALUATION PROCESS

After the proposal closing date, the City will perform an evaluation of each Proposal. During the evaluation, the City may conduct interviews of Proposer, and request Proposer to participate in a mandatory teleconference, or to make presentations to the City and/or demonstrate its products that are the subject of this RFP. Concerning a teleconference, presentation or demonstration, Proposer will be given at least ten (10) days' notice of the date and time for such, and the City may consider a Proposer non-responsive or non-responsible if it does not participate in such to the City's satisfaction. Also, the City may interview and/or visit other customers who have purchased similar goods and services from Proposer.

2. RESPONSIVE PROPOSALS

The City will determine if a Proposal is "responsive" to the requirements of the RFP based on Section 3 and on any other information available to the City and reserves the right to waive minor informalities (Section 2.5).

3. RESPONSIBLE PROPOSALS

The City will determine if Proposer is deemed "responsible" based on Section 3 and on any other information available to the City.

4. AWARD INTENTION

The City intends to award a contract to the responsive, responsible Proposer(s) whose Proposal offers the best value for the City, after selection and negotiation.

5. EVALUATION CRITERIA

Proposers determined to be responsive and responsible will be evaluated based upon, but not limited to the following criteria:

Bidders determined to be responsive and responsible will be evaluated based upon the following criteria:

A. Responsiveness to bid (60 points)

The City will evaluate a Proposal's technical value based on the qualifications of the Bidder, Bidder's experience and reference checks, thoroughness of Proposal to meet the City's requirements, and any added value services exceeding the basic requirements that the City would utilize. The Proposal that receives the highest evaluation will receive 60 points for responsiveness, and all other Proposals will be scored relative to that Proposal. A Proposal must receive at least 20 points to be considered acceptable. An acceptable Proposal will be evaluated for price.

B. Price: (40 points)

The "Proposal Pricing Form" envelope will be opened for all acceptable Proposals, and the City will notify Bidders if a public opening of such is to occur. The Proposal having the lowest price for a dedicated AV Technician will receive 30 points. The Proposal having the lowest price for as needed, value added skillsets will receive 10 points. All other Proposals will be scored relative to that Proposal.

C. Final Evaluation

The City will combine the Responsiveness and Price scores for each Proposal and make a final evaluation and selection based on combined score, overall consistency meeting requirements, budgetary constraints of the City, and best value.

The City reserves the right to enter into negotiations with the successful Bidder(s) with regard specifications, terms, cost and date/time of testing.

APPENDIX C

CITY OF HUNTSVILLE, ALABAMA

PROPOSAL PREPARATION CHECKLIST

The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

Description	Reference	
RFP Schedule	Section 1.3 & Cover	
General Terms & Conditions	Section 2	
Proposer Responsibilities	Section 2	
Bid Bond Requirements	Appendix D	
Performance Bond & Insurance Requirements	Appendix D	
Business Licensing Requirements	Section 2.23	
Alabama Immigration Law	Appendix H & J	
Proposal Instructions:	Section 3	
Proposer Information Form	Appendix H	
Price Proposal Instructions and Form	Section 3.12 & Appendix G	
Addenda Acknowledgement	Appendix G	
Proposal Submission Requirements	Section 3	
Evaluation Criteria	Appendix B	
Scope of Work	Appendix A	
Special Terms and Conditions	Appendix E	N/A

APPENDIX D
CITY OF HUNTSVILLE, ALABAMA
BONDS & INSURANCE REQUIREMENTS

1. BID BOND

An original Bid Bond is required in the amount of five (5) percent of the total price specified in the Proposal Pricing Form (Appendix G) unless another amount is specified or waived on the cover of this RFP. Any bid submitted without an original Bid Bond will not be considered. A company check is not an acceptable bid bond.

2. PERFORMANCE & PAYMENT BOND

A Performance Bond must remain in effect for the entire term of the Contract in the amount of 100% of the annual contract amount. A Payment Bond shall be included with the Performance Bond, or separately provided.

3. INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications. The Contractor shall procure and maintain for the duration of the Contract or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after Risk Management approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Subrogation shall be waived as respects Workers' Compensation.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

CITY OF HUNTSVILLE, ALABAMA BONDS & INSURANCE REQUIREMENTS

B. LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$2,000,000 General Aggregate Limit
\$1,000,000 Products - Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence

2. Automobile Liability:

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Workers' Compensation:

As Required by the State of Alabama Statute. If statutory exemption to this coverage is asserted, an explanation shall be attached to the bidder's Certificate of Liability Insurance.

4. Employers Liability:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease
\$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of RFP specifications, then the limits stated herein shall apply.

1. General Liability and Automobile Liability Coverages Only:

a. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. Contractors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

CITY OF HUNTSVILLE, ALABAMA BONDS & INSURANCE REQUIREMENTS

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and the Contractor shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before Award Notification is issued by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for the Contractor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

The Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the Contractor, or any of their subcontractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

APPENDIX E
CITY OF HUNTSVILLE, ALABAMA
SPECIAL TERMS & CONDITIONS

NOT APPLICABLE

APPENDIX F
CITY OF HUNTSVILLE, ALABAMA
DETAILED FUNCTIONAL OBJECTIVES

NOT APPLICABLE

**APPENDIX G
CITY OF HUNTSVILLE, ALABAMA
PROPOSAL PRICING FORM**

Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Proposer of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

*****PLEASE PROVIDE PRICING STRUCTURE IN A SEPARATE SEALED ENVELOPE*****

APPENDIX H
CITY OF HUNTSVILLE, ALABAMA
PROPOSER INFORMATION & ACKNOWLEDGEMENTS

3.1 PROPOSER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Doing-Business-As Name of Proposer:

Principal Office Address:

Telephone Number:

Fax Number:

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

Location of incorporation:

The corporation is held:

Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General ____ Limited ____

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes ____ No ____

Name, address of each Joint Venturer and percent of ownership of each:

3.2 CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee
If "Yes," Department Yes ____ No ____

Member of Household City Employee
If "Yes," Name (s) Yes ____ No ____

Anyone associated with your
company a City Employee
If "Yes," Name (s) Yes ____ No ____

3.3 CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as “ the Alabama Immigration Act”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

3.4 ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supersede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Signature of Proposer

Legal Name of Firm

Print or Type Name of Proposer

Mailing Address

Date

City State Zip Code

Phone

Fax

Email Address

Website Address

APPENDIX I MAILING LABELS

The below mailing labels are provided to assist you in submitting your Proposal and to insure proper identification of Proposal documents. Please cut out the label you desire for either the City's mailing or physical address, fill in the blanks, and affix to your envelope.

MAILING ADDRESS:

<p>FROM:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>IFB/RFP# _____</p> <p>FOR _____</p> <p>OPENING DATE _____</p> <p>2:00:00 PM local time</p> <p>GC LICENSE # _____</p> <p>(If applicable)</p>	<p>TO:</p> <p>THE CITY OF HUNTSVILLE</p> <p>HUNTSVILLE CITY HALL</p> <p>PROCUREMENT SERVICES – 3RD FLOOR</p> <p>P. O. BOX 308</p> <p>HUNTSVILLE, AL 35804</p>
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PHYSICAL ADDRESS:

<p>FROM:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>IFB/RFP# _____</p> <p>FOR _____</p> <p>OPENING DATE _____</p> <p>2:00:00 PM local time</p> <p>GC LICENSE # _____</p> <p>(If applicable)</p>	<p>TO:</p> <p>THE CITY OF HUNTSVILLE</p> <p>HUNTSVILLE CITY HALL</p> <p>PROCUREMENT SERVICES – 3RD FLOOR</p> <p>305 FOUNTAIN CIRCLE</p> <p>HUNTSVILLE, AL 35801</p>
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APPENDIX J REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

■ Legal name(s) (include "doing business as", if applicable): _____

■ City of Huntsville current taxpayer identification number (if available): _____

(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (<i>check appropriate box</i>)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, **are not required unless:** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): _____

Type or legibly write name: _____ Date: _____

APPENDIX K

CITY OF HUNTSVILLE, ALABAMA

DETAILED PROPOSER INFORMATION

Proposer must provide information to demonstrate its qualifications and experience in providing goods and services similar to those the City desires, and such information shall include the below. The City reserves the right to request and require additional information during its evaluation.

RFP SECTION 3.11 TAB 3 - QUALIFICATION AND EXPERIENCE OF PROPOSER

1.0 Scope

- The City is soliciting proposals from qualified vendors to enter into a Master Agreement for AV installation and support services.
- Respondent should thoroughly review all documents and note any exceptions to the City's terms and conditions in their proposal.
- The successful bidder shall perform covered services under the terms of this agreement.
- General locations of existing AV equipment covered under this agreement are listed in Attachment 1
- Any new products purchased through this agreement will be included in the Covered Items List.

1.1 Products and Services

The successful bidder shall perform and provide these products and/or services under the terms of this agreement and may assist the end user with deciding their individual needs for any work order. The following is a list of AV Products and Services the technician will be expected to support as well as products and services that can be provided by the successful vendor:

- Products
 - Projectors and Displays
 - Cameras, Videos and DVRs
 - Audio Solutions
 - AV Broadcast technologies
 - Interactive White Boards
 - Interactive Displays
 - Digital Signage
 - Software
 - Design services
 - Cables, connectors, convertors, etc. required for the above
- Services
 - Customer Support
 - Maintenance
 - Installation
 - Warranty
 - RMA

1.1.1 Hardware/Systems Not in Scope

This IFB does not include:

- Building access, fire alarms, burglar alarms, building control, etc. These specialties are handled under separate contracts.
- In-car equipment and North Alabama Multi Agency Crime Center (NA-MACC) equipment associated with the Huntsville Police Department.
- Building security cameras and DVRs managed by the General Services Department.

- Equipment currently under other maintenance or support contracts is not covered under this IFB but may be added in the future with written agreement of both the City and the successful bidder.

1.2 Information Required

1.2.1 Statement of Respondent's Qualifications: All responses must include a statement of the Respondent's history, along with its qualifications and experience to provide the services identified in the IFB.

1.2.2 Staff Qualifications: The on-site technician will be dedicated to the City of Huntsville and only works on trouble calls, system updates, preventative maintenance, and other AV system related tasks as assigned by the City. This technician will be trained in the AV systems that the City uses and have industry standard knowledge/training.

1.2.3 References: Provide at least three (3) customer references for products and/or services of similar scope dating within the past three (3) years. Provide a range of references across government entity groups including K-12, higher education, city, county, or non-profit entities. All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Years Serviced
- Description of Services

1.2.4 Value Added Products and Services: Include any additional products and/or services available in the response that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance or add value to this contract for the City.

1.2.5 Response Times: Proposal will include response times and as a minimum will include response/fix times for Emergency, Urgent, Normal and Routine requests, as well as proposed definitions/examples of each type of response.

1.2.6 Workmanship and Technique: Respondents must have any necessary certifications/licenses generally required of A/V designers/technicians/helpers. Verification of licensing and permits will be presented upon request.

1.3 Billing Rates and Structure:

1.3.1 – Assigned Technician

1.3.1.1 Rate: The City anticipates the dedicated certified AV technician will be provided to the City on a labor only basis at a fixed annual cost billed either monthly or quarterly. Overtime or after-hours hourly rates may be included in the proposal, but the city does not anticipate allowing more than 40 hours per week.

1.3.1.2 Duty Hours: The technician will be available Monday-Friday, 8:00AM – 5:00 with one hour for lunch. Working outside of normal work hours is not authorized without prior approval from the ITS department. In rare instances, daily hours may vary if required to support a City function after hours.

1.3.1.3 Time Off: The assigned technician will not be required on site for any regularly scheduled city holidays or closures. If projected leave time including sick, vacation or other, will be more than five (5) consecutive days, the successful bidder will be required to provide an on-call replacement technician for any emergent or work outage issues. If projected leave time including sick, vacation or other, will be more than ten (10) consecutive days, the successful bidder will be required to provide an on-site replacement technician.

1.3.1.4 Tools and Transportation: The City will not reimburse for travel. Proposals should include technician, daily work vehicle to transport equipment, hand tools, power tools, specialty tools, test equipment, laptops, etc.

1.3.1.5 Outside Support: Technician is expected to receive support from the rest of the vendor's staff including everything from additional technicians to help with removing displays from the wall or programmers to provide code patches for system

bug fixes. Technician will have full access to the vendor's staff for additional support at no additional cost to the City of Huntsville.

Technician will have typical company support accounts and full access to manufacturer support to resolve issues. This also grants access for warranty claims. Technician will have full access to vendor's system fix logs, asset files, firmware, custom code, support manuals, and other supporting documentation.

1.3.1.6 City Support: The City will provide, maintain, and keep active Technician's employee computer account and login for the city network and provide a parking space during work hours at a location determined by the City's Director of Parking and Public Transit. The City will also provide a computer workstation and cell phone. The City ITS Department work order system will be utilized by the technician.

1.3.1.7 Vehicle Insurance: Vendor shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by the company and used while performing services for the City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence.

1.3.1.8 City Policy and Non-Disclosure Agreement (NDA): Confidential information may be made available to the technician in connection with work pursuant to this agreement. The technician will be required to successfully complete a fingerprint and background check and sign an NDA. The technician will comply with applicable City security policies.

1.3.2 – Other Skillsets

Respondents are encouraged to include a list of other available skillsets offered. A categorized listing of other labor categories available to the City on an as-needed basis including functional responsibilities and hourly rates should be included with the response in the Proposal Pricing Form envelope.

All City departments may engage these other services, but it is the awarded vendor's responsibility to ensure that a city purchase order has been issued before beginning work.

1.3.3 - Materials

- This contract will only be good for total project estimates < \$100,000.00
- The City will accept a flat 10% markup on goods, materials, and equipment purchased to perform services/repairs. Proposals will be submitted with detailed item description, quantity, list/manufacture price, percentage mark-up, and final cost. Respondent must also submit receipts/verification of material cost for review.
- If the awarded vendor is on any GSA contracts, they must abide by GSA contract requirements when selling products to the City.
- The respondent must have all the necessary tools of the trade required and any equipment rental that will be charged to the City must be approved by the City before work begins.
- Any electrical or IT network modifications required will normally be handled through City contracts already in place for these specialties.
- Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Respondent's cost, including discounts. Discounts will be passed to the City.
- The City reserves the right to procure project materials through our normal procurement processes but does expect the vendor to provide a list of materials needed including manufacturer and model.
- Respondent certifies that it will not utilize equipment or parts from the specified entities (including their subsidiaries or affiliates) in Section 889 of the FY19 National Defense Authorization Act (NDAA, JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2019 (Public Law 115-232) and Federal Acquisition Regulation (FAR) case 2018-026), the United States Treasury's Specially Designated Nationals and Blocked Persons List, and the US Department of Commerce's Entity List. Additionally, the Respondent certifies that all equipment used will maintain Trade Agreement Act (TAA) compliance.

1.3.4 - Proposed Projects

For this agreement, the City defines a project as any activity that will require added labor or skillset costs not covered under the annual cost of this agreement.

- Proposals for projects will be submitted as “not to exceed pricing”.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation without City permission.
- The City reserves the right to provide any needed skillsets or labor for projects if the awarded vendor approves of the labor provided.
- All City departments may engage these other services, but it is the awarded vendor’s responsibility to ensure that a city purchase order has been issued before beginning work.

1.4 Evaluation Process, Criteria and Selection

1.4.1 Process - The City’s evaluation committee shall evaluate each response that is properly submitted. As part of the selection process, the City may invite finalists to answer questions regarding their response in person or in writing. In its sole discretion, the City may also choose to enter a negotiation period with one or more finalist Respondents and then ask the Respondent(s) to submit a best and final offer.

1.4.2 Criteria

Selection of a Respondent to provide the services sought herein will be based on the following criteria:

- Respondent’s capabilities, including:
 - The ability to respond to and meet the guidelines and conditions set forth in this IFB
 - Demonstrated capacity, facilities and organizational structure to perform the type of services sought
- Qualifications and experience of Respondent and key personnel including AV certifications, academic credentials, operational and practical experience.
- Demonstrated knowledge of the subject areas.
- Experience in providing similar services to other clients.
- Record of performance with other clients.
- Reasonable pricing.
- Lack of debarment status by either the state or federal government.

The order of these factors does not generally denote relative importance. The City reserves the right to consider such other relevant factors as it deems appropriate to obtain the “best value”.

1.4.3 Selection - Notification of selection of Respondent(s) who submitted conforming responses will be made when the selection process is final.

RESPONDENTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE MASTER AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL(S) WITH THEIR RESPONSE. FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE MASTER AGREEMENT’S TERMS AND CONDITIONS, AND NO SUBSEQUENT NEGOTIATION OF SUCH PROVISIONS SHALL BE PERMITTED. RESERVING ONE’S RIGHTS TO NEGOTIATE TERMS AFTER AN AWARD IS MADE IS UNACCEPTABLE

Pricing

I. Contract pricing

This service will be offered as an annual contract for a fixed price of \$95,110.00 and will be billed monthly. Fees are invoiced to the City of Huntsville on a monthly basis, and will become due and payable on the first day of each month. The City of Huntsville agrees to pay all monthly fees one month in advance. If the City of Huntsville does not pay its fees in full within 15 days of the due date, or if the City of Huntsville at any time otherwise fails, neglects, or refuses to make timely payments for the services, Verta reserves the right to suspend services and shall not constitute a breach of contract.

Current Active GSA Labor rates:

LABOR CATEGORIES PRICING

The rates shown below include the Industrial Funding Fee (IFF) of 0.75%.

SIN	Labor Category	Site	Year 1 4/23/21- 4/22/22	Year 1 4/23/22- 4/22/23	Year 1 4/23/23- 4/22/24	Year 1 4/23/24- 4/22/25	Year 1 4/23/25- 4/22/26
541990AV	AV Project Manager	Both	\$116.63	\$119.55	\$122.54	\$125.60	\$128.74
541990AV	Design Engineer	Both	\$102.87	\$105.45	\$108.08	\$110.78	\$113.55
541990AV	Controls System Programmer	Both	\$98.74	\$101.21	\$103.74	\$106.33	\$108.99
541990AV	AV Installation Technician**	Both	\$73.09	\$74.92	\$76.79	\$78.71	\$80.68
541990AV	Field Service Technician**	Both	\$75.05	\$76.93	\$78.85	\$80.82	\$82.84
541990AV, 54151S	Network Engineer	Both	\$109.26	\$111.99	\$114.79	\$117.66	\$120.60
54151S	Systems Engineer	Both	\$102.77	\$105.34	\$107.97	\$110.67	\$113.44
54151S	IT Project Manager	Both	\$116.00	\$118.90	\$121.87	\$124.92	\$128.04
ANCILLARY	IT Technician**	Both	\$76.16	\$78.07	\$80.02	\$82.02	\$84.07

The GSA labor contract will renew in 2026 and pricing will update for an additional 5 years.

AV equipment to be quoted at current market rates as needed.