



**Town of Winthrop, Maine
Request for Proposals**

**AUDIO/VISUAL DESIGN-BUILD
IN THE ALL-PURPOSE MEETING ROOM
AND THE BAILEY PUBLIC LIBRARY**

Responses Due

4:00 PM MONDAY, FEB. 12, 2024

at

Town Office

17 Highland Ave.

Winthrop, ME 04364

**Proposals will be publicly opened
immediately after the submission deadline.**

**TOWN OF WINTHROP, MAINE
AUDIO/VISUAL DESIGN-BUILD
IN THE TOWN COUNCIL’S MEETING ROOM
AND THE BAILEY PUBLIC LIBRARY**

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1. BACKGROUND

The intent and purpose of this Request for Proposals (RFP) is to improve the audio/visual experience for both in-person participants and for remote audience members attending meetings and events in the Town Office's All-Purpose Room, where the Town Council regularly meets, and in the Bailey Public Library. The Town of Winthrop is seeking a Vendor that can both design and install a system that improves the meeting experience for all involved. The intent of this RFP is to have the successful vendor enter into an agreement with the Town to perform the system installation.

The Town reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of the Town. The Town is the sole judge of its best interest. Any award is subject to Purchasing Policy guidelines as adopted by the Winthrop Town Council on Sept. 11, 2023.

Responses will be evaluated based on the Vendor's experience in successfully installing other such systems for public entities, on the viewing and presenting experience the system will yield, on the system's ease of use, and on cost.

2. SCOPE OF SERVICES

The Town requests the following services:

- A. Assess the All-Purpose Meeting Room in the Town Office, and the event and meeting spaces in the Bailey Public Library, and design an audio/visual system tailored to each space that yields a high-quality experience for participants and for audience members, whether in-person or remote.
- B. Provide and install the equipment necessary to realize the design.
- C. Provide a maintenance schedule and the actual maintenance for the new equipment.

3. PROPOSAL SUBMISSION

- A. Firms must deliver two (2) copies of the proposal to the address below by the indicated deadline.

Winthrop Town Office
17 Highland Ave.
Winthrop, ME 04364
ATTN: Deb Nichols

DEADLINE: 4:00PM MONDAY, FEB. 12, 2024

Proposals will be publicly opened immediately after the submission deadline.

- B. Each response shall be submitted in a sealed envelope clearly marked with the Vendor's name and "A/V DESIGN-BUILD" on the outside. Electronic format of proposals will not be accepted.

- C. Proposals that are incomplete, conditional or obscure, or which contain any additions not called for may be rejected by the Town.
- D. The bid must bear the written signature of the person who is duly authorized to bind the Vendor to the terms, conditions, and contracts associated with this RFP. If the Vendor is a partnership, the proposal must be signed by the partner. If the Vendor is a corporation, the proposal must be signed by a duly authorized officer or agent of such corporation.
- E. Proposals received prior to the time established for the opening will be securely kept and unopened. No responsibility will be attached to the Town for the premature opening of a Bid not properly marked or identified.
- F. Any response may be withdrawn or withdrawn and resubmitted on request of the Vendor up until the deadline. Responses may not be withdrawn after the deadline.

4. QUESTIONS

- A. Unless otherwise specified, questions pertaining to general information regarding this RFP shall be addressed only in writing. No questions will be answered in-person or via telephone. Questions shall be mailed or emailed to Town Manager Anthony Wilson at manager@winthropmaine.org. Responses will be shared at winthropmaine.org/bidsrfps.
- B. Written questions are due to the Town by 12:00 PM Monday, Feb. 5, 2024. Responses to submitted questions will be answered and posted in a subsequent addendum by 4:30 PM Monday, Feb. 5, 2024. Any questions received after 12:00 PM Monday, Feb. 5, 2024, will not be answered.

5. REQUIREMENTS

The Vendor must be able to meet the following requirements:

- A. Personally visit the All-Purpose Room and the Bailey Public Library prior to submitting a proposal. Contact Town Manager Anthony Wilson at manager@winthropmaine.org to schedule a visit to the All-Purpose Room. Contact Library Director Richard Fortin at rfortin@winthropmaine.org to schedule a visit to the Bailey Public Library.
- B. Have been in the business of designing and installing audio/visual systems for no less than 5 years under the current company name.
- C. Procure and maintain insurance for the duration of the project as hereinafter set forth so as to protect it and the Town from any and all claims for personal injury and property damage, and for claims under the Worker's Compensation Acts, including death arising out of operation of this agreement, for the entire term of the contract.

A comprehensive general liability insurance policy with the following limits of coverage:

- Bodily injury: \$1,000,000 each occurrence
- Property damage: \$400,000 each occurrence
- \$1,000,000 aggregate of all claims per occurrence

A comprehensive automobile insurance policy with the following limits:

- Bodily injury: \$1,000,000
- Property damage: \$500,000 per each occurrence

All of the insurance must be issued by an insurer licensed, authorized and maintaining an office to do business in Maine.

- D. Attend project meetings with the Town Manager and Library Director, as deemed necessary by the Town.
- E. Ensure proper waste stream management of any disposed equipment, fixtures, or materials.
- F. Use only Licensed Maine Electrical Contractors who have the required training, certifications, equipment, and insurance to safely perform all electrical work.
- G. Provide a project schedule, and provide progress reports indicating the work completed relative to the project schedules throughout the project. The Town expects the work to be completed within 90 days of executing a contract.
- H. Provide the Town with all manuals, guarantees, and/or warranties issued for the work, materials, and equipment installed.
- I. Provide the Town with any drawings or plans in hard copy and electronic format, with the format as determined by the Town.
- J. At all times keep the property on which work is in progress free from accumulations of waste materials or rubbish caused by the employees or by the work. Accumulations of fire hazard materials will be prohibited. Upon completion of the work, remove all temporary structures, rubbish and waste materials resulting from Vendor's operations.
- K. Meet all specifications for all labor, materials, equipment and installation of such items unless otherwise agreed upon.
- L. Notify the Town when ready for project-required inspections. Work shall not be covered, enclosed or otherwise obstructed in a means that prevents required or requested inspections.
- M. Bring to the attention of the Town any problems, issues, concerns with the proposed design, work, or construction on-site as soon as possible.
- N. Protect the property during the work. The Vendor will be responsible for all damage incurred due to improper or lack of reasonable protection.

- O. Deliver items, equipment, or materials to the work site only upon authorization by the Town.

6. PROPOSAL REQUIREMENTS

Firms interested in providing the requested services must submit the following information in the order prescribed below. Additionally, submissions must include the Town of Winthrop Conflict of Interest Bid Disclosure Form, which is attached. Each section should be separated by tabs or otherwise clearly marked. Submissions must be clearly organized using the structure below.

Section 1: Cover Letter and Contact Information

- A. Include a cover letter that identifies the Vendor's team, outlines your team's interest in this opportunity, why your team is best qualified to provide the requested service to the Town, and how you envision successfully completing the conversion.
- B. Identify the single point of contact with authority to make decisions (preferably executive level) for your organization with whom to communicate during the solicitation process, along with their contact information.

Section 2: Firm Qualifications & Experience

- A. Organizational Structure: Indicate if the Vendor is an individual, corporation, or partnership.
- B. Relevant Experience: Provide names and contact information of three (3) public/governmental entities for which the Vendor has completed projects of similar scope and/or size, to illustrate the ability to perform the scope of work described herein.
- C. Firms' Expertise: List proposed key personnel, titles, qualifications, applicable licenses, and experience.
- D. Past and Current Litigation Disclosure: Provide documentation of all litigation actions taken against your firm, or related parties, in the past 5 years, including any ongoing and/or pending actions that may impact your firm's capacity to successfully perform the requested services, if selected.

Section 3: Proposed Services

- A. Cut sheets and/or descriptions of the proposed audio/visual components and other smart technology features.
- B. Proposed project implementation schedule, with milestones noted such as obtaining materials and equipment, installation schedule, testing and training, etc.
- C. Warranties for all system components and a proposed maintenance schedule.

7. GENERAL TERMS

- A. **EXISTING CONDITIONS:** Field measurements, drawings or descriptions, verbal or otherwise, of existing conditions are intended only as an aid. The Vendor will be responsible for verifying all existing conditions prior to proceeding with project.
- B. **CARE OF WORK:** The Vendor shall be responsible for all damages to persons or property that occurs as a result of his/her fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered by the Town. No security will be provided or paid for material or work stolen, lost, or damaged.
- C. **VENDOR'S PERSONNEL:** The Vendor shall use only trained and properly licensed personnel who are directly employed and supervised by the Vendor, unless prior approval is obtained from the Town. The Vendor shall furnish an adequate number of personnel, and supervisors as required to ensure the work is performed in a safe manner that complies with all aspects of the RFP.
- D. **EQUAL OPPORTUNITY COMPLIANCE:** The Vendor shall comply with any and all applicable federal, state, and local laws, executive orders, and regulations prohibiting discrimination in employment. The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, gender orientation, religion, disability, or sexual orientation.
- E. **PERMITS AND INSPECTIONS:** The Vendor will be responsible for obtaining any necessary state and local permits. The Vendor will be responsible to ensure necessary inspections associated with required permits are scheduled. Fees for permits issued by the Town will be waived where allowed. Any other permit fees will be the responsibility of the Vendor.
- F. **INSPECTION:** The Town reserves the right to inspect any and all work in progress or complete. Any omission or failure on the part of the Town to disapprove or reject inferior or defective work shall not be construed to be an acceptance of such work. If any defective work is found, the Vendor shall cure the failure, at his/her own expense without extra charge.
- G. **CHANGE ORDERS:** No additional work or changes in scope will be performed unless a signed Contract Change Order is duly authorized by the Town prior to being performed. The Town is not responsible for any work done prior to a signed Change Order.
- H. **WARRANTIES:** The Vendor shall provide documentation of a minimum 1-year warranty on the audio/visual components installed. This warranty will ensure the product is free of defects in material and workmanship for the designated time period from the date of installation. The warranty must include 1 year of labor and service at no charge to the Town. All replaced parts and components must be new. The use of reconditioned, refurbished, repaired, or remanufactured products or parts is not

permitted unless for retrofit. The Town must sign off on any components in which retrofit is utilized.

- I. CANCELLATION OF RFP, REJECTION OF BIDS: The Town reserves the right to cancel the RFP and/or reject any and all bids and/or to waive any informalities if deemed in the best interest of the Town to do so. The Town is the sole judge of its best interest.
- J. CANCELLATION OF CONTRACT: The Town reserves the right to cancel and terminate the contract in the event the services provided by the Vendor prove to be unsatisfactory. The Town shall be the sole judge of satisfactory performance consistent with the scope of work and requirements contained herein.

8. PRICE PROPOSAL

Price Proposal should include:

- A. The system installation price. This price includes the cost to remove and properly dispose of existing components in a safe and secure manner and in a certified disposal and recycling area, and to install new components that are compatibly sized to provide a high-quality meeting/event experience. Where appropriate the components will have smart technology.
- B. Any software required. This cost must also include all necessary training for Town of Winthrop employees.
- C. All proposed rates, commissions, and fees.

PRICE PROPOSAL FORM

The undersigned proposes to furnish all labor and materials required in accordance with this RFP for the amount or rates specified in the accompanied price proposal.

The undersigned certifies that he/she has carefully examined this Request for Proposals and can perform the work and furnish all the material called for in the manner prescribed therein and in accordance with the requirements of the Town of Winthrop.

The undersigned hereby certifies that he/she can furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work, and that he/she will comply fully with all laws and regulations.

The undersigned further certifies under penalty of perjury that this price proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Name of Firm

Business Address

City, State, Zip

Phone, Email

Name and Title of Individual Submitting Response

Signature Date

TOWN OF WINTHROP

CONFLICT OF INTEREST BID DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all responders must disclose if the Town of Winthrop, Town Council members or Town employee(s) are owners, corporate officers, employees, etc. of their business.

Indicate either “Yes” (if a Town Council member or Town employee is associated with your business) or “No”. If “Yes”, give person(s) name(s) and position(s) with your business.

- YES (list below)
- NO

NAME(S)	POSITION(S)

COMPANY NAME: _____

BY (Printed Name): _____

BY (Signature): _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____