

City of Fayetteville Staff Review Form

City Council Agenda Items
 and
 Contracts, Leases or Agreements

10/16/2012

City Council Meeting Date
 Agenda Items Only

Fritz Gisler Government Channel Communications
 Submitted By Division Department

Action Required:

Award of Bid #12-62, Studio Cameras and Pedestals, to B&H Photo Video for the amount of \$75,578.00

\$ <u>75,578.00</u> Cost of this request	\$ <u>85,000.00</u> Category / Project Budget	<u>Television Center Equipment</u> Program Category / Project Name
<u>4470.9470.5801.00</u> Account Number	\$ <u>-</u> Funds Used to Date	<u>Studio Camera Upgrades/Replmnt.</u> Program / Project Category Name
<u>12008.00</u> Project Number	\$ <u>85,000.00</u> Remaining Balance	<u>2012 Cap. Improv. Const. Fund</u> Fund Name

Budgeted Item Budget Adjustment Attached

Lindsay Smith 9-24-12 Previous Ordinance or Resolution # _____
 Department Director Date

John Kelly 9-25-12 Original Contract Date: _____
 City Attorney Date

Paul a. Buh 9-25-2012 Original Contract Number: _____
 Finance and Internal Services Director Date

Don Man 9-25-12 _____
 Chief of Staff Date

Lionell Jordan 9/27/12 _____
 Mayor Date

Received in City 09-24-12 P03:23 RCVD
 Clerk's Office
UB

Received in Mayor's Office
 ENTERED
 9/25/12

Comments:

CITY COUNCIL AGENDA MEMO

To: The Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: Lindsley Smith, Director of Communication *LS*

Date: September 24, 2012

Subject: Award of Bid #12-70 to B&H PhotoVideo; \$75,578.00 for Studio Camera Replacement

PROPOSAL:

The City of Fayetteville Television Center operates a production studio equipped for the production of live and recorded programming for The Government Channel, Fayetteville Public Access Television, and internal use for other City Divisions. The television cameras currently installed in the studio are nearly 20 years old and are significantly past their service life. The camera supports (tripods) on which the cameras are operated are also worn out and beyond repair. We have been experiencing problems with image quality, stability of operation, and reliability. One camera of three has failed. Repair for equipment this old is unavailable. The need to replace these television camera systems was anticipated and a CIP budget was approved to fund the project.

RECOMMENDATION:

The City Administration recommends the approval of a resolution awarding Bid #12-70 in the amount of \$75,578.00 to VSA, Inc. for the purchase of two Studio Camera systems to be installed in the City of Fayetteville Television Center.

BUDGET IMPACT:

Funds are available in the Studio Camera & Lighting Upgrades/Replacement (#12008) project.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-62 AND AUTHORIZING THE PURCHASE OF TWO (2) TELEVISION STUDIO CAMERA SYSTEMS FROM B&H FOTO & ELECTRONICS CORP. OF NEW YORK, NEW YORK IN THE AMOUNT OF \$75,578.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-62 and authorizes the purchase of two (2) television studio camera systems with from B&H Foto & Electronics Corp. of New York, New York in the amount of \$75,578.00.

PASSED and APPROVED this 16th day of October, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Government & Educational
Sales Department

420 Ninth Avenue
New York, NY 10001



Tel: (212) 239-7503
800 947-8003

Fax (212) 239-7740
800 858-5517

E-mail: biddept@bhphotovideo.com

T H E P R O F E S S I O N A L ' S S O U R C E

Dear B&H Customer,

Please allow us to remind you that it is of the utmost importance for all buyers to reference our unique Quote/Reference Number on each Purchase Order you place with us.

We do this to ensure that your agency receives the exact price we applied to your solicitation, which includes all applicable terms and conditions set forth in your bid. Following these instructions will eliminate processing or administrative errors.

The Quote/Reference Number for this bid is 402055500.

We are happy to serve you and look forward to many future years of fulfilling your imaging needs.

Sincerely,

B&H Photo - Video Corp.



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 12-70, Camera Systems
DEADLINE: Tuesday, September 18, 2012 before 2:00 PM, local time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, CPPO
DATE OF ISSUE AND ADVERTISEMENT: Monday, September 03, 2012

INVITATION TO BID
Bid 12-70, Camera Systems

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled with the bid number, bid description, and with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

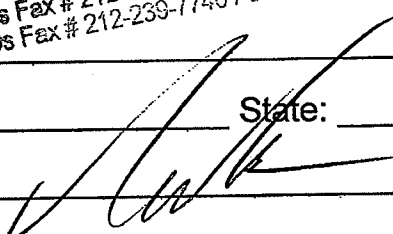
Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature:  _____ Date: 9-10-12

B&H Photo Video Pro-Audio
420 Ninth Av. NY, NY 10001
Nathan Hirshman - Bid Officer
E-MAIL: nathanh@bphphotovideo.com
Tel # 212-239-7503/800-947-8003
Bids Fax # 212-239-7509 / 800-745-5000
POs Fax # 212-239-7740 / 800-855-5000

Government, Education, and Corporate Department
For Pricing Requests, Purchase Orders, and Customer Service:

A. 2
Bid #12-62 B&H Foto
& Electronics Corp.
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Phone: 800-947-8003 212-239-7503	Fax: 800-858-5517 212-239-7759	Email: Education: emailbids@bhphoto.com Corporate: corporatesales@bhphoto.com	Federal Government: gsa@bhphoto.com State and Local: biddept@bhphoto.com
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The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Prices Are Valid Until:

Bid No.: 402055500
Reference No.: 1270

Sold To: Andrea Foren
City Of Fayetteville
113 W Mountain St
Room 306
Attn: Purchasing Dept
FAYETTEVILLE, AR 72701

Bill Phone: (479)575-8220

Date	Customer Code	Terms	Salesperson	Ship Via	
09/04/12	31293368	N/A	ES	MULTIPLE	
Qty	Ord	Item Description	SKU# Catalog#	Item Price	Amount
2		JVC GY-HM790U CAMERA w/FUJINON 17x4.5 LENS/REG <i>Item 1</i>	JVGYHM790L17 GYHM790L17	9,190.00	18,380.00
		CONSISTS OF:			
		2 JVC GY-HM970 PRHD STUDIO CAMCORDER w/o LNS/REG	JVGYHM790CHU GYHM790CHU		
		2 FUJINON 4.5mm 17X HD ENG LENS/QUICK/CRUISNG ZM/REG	FUXT17SX45BR XT17SX45BRM		
2		JVC SERVO ZOOM CONTROL/REG <i>Item 1</i>	JVHZZS13U HZZS13U	639.00	1,278.00
2		JVC REAR MANUAL FOCUS CONTROL f/FUJI/JVC/REG <i>Item 1</i>	JVHZFM13U HZFM13U	584.00	1,168.00
2		JVC SLED OR CAMERA SUPPRT f/GY-HM790/HM700/REG <i>Item 1</i> <i>This Is A "Special Order" Item, And Is Not Returnable.</i>	JVKA790G KA790G	1,884.00	3,768.00
2		JVC 8.4" STUDIO VIEWFINDER f/GY-HM790 CAM/REG <i>Item 1</i> <i>This Is A "Special Order" Item, And Is Not Returnable.</i>	JVVFHP790G VFHP790G	3,578.00	7,156.00
Continued on Next Page ...					



The Professional's Source

Government, Education, and Corporate Department
For Pricing Requests, Purchase Orders, and Customer Service:

A. 2
Bid #12-62 B&H Foto
& Electronics Corp.
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Phone: 800-947-8003 212-239-7503	Fax: 800-858-5517 212-239-7759	Email: Education: emailbids@bhphoto.com Corporate: corporatesales@bhphoto.com	Federal Government: gsa@bhphoto.com State and Local: biddept@bhphoto.com
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420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Bid No.: 402055500
Reference No.: 1270

Date	Customer Code	Terms	Salesperson	Ship Via	
09/04/12	31293368	N/A	Sism	MULTIPLE	
Qty	Ord	Item Description	SKU# Catalog#	Item Price	Amount
2		JVC MULTICORE STUDIO CONNECTION MODULE/REG <i>Item 1</i> <i>This Is A "Special Order" Item, And Is Not Returnable.</i>	JVKAM790G KAM790G	2,244.00	4,488.00
2		JVC CAM/REMOTE CABLE - 20m f/RM-HP790DU/REG <i>Item 1</i> <i>This Is A "Special Order" Item, And Is Not Returnable.</i>	JVVCHP112U VCHP112U	1,308.00	2,616.00
2		JVC DIGITAL CAMERA CONTROL UNIT f/GY-HM790/REG <i>Item 1</i> <i>This Is A "Special Order" Item, And Is Not Returnable.</i>	JVRMHP790DU RMHP790DU	4,024.00	8,048.00
2		SACHTLER SYSTEM 25 PLUS w/COMBI 1-40 PEDESTAL/REG <i>Item 2</i> <i>This Is A "Special Order" Item, And Is Not Returnable.</i> CONSISTS OF: 2 VIDEO 25 PLUS HEAD (FL.-BASE)#2501P/ 2 #SPE11B0392/	SAS25C140 2580	14,338.00	28,676.00
<p>PLEASE NOTE: _____</p> <p>*****B&H HOLIDAY SCHEDULE*****</p> <p>Rosh Hashana Eve, Sunday, September 16 CLOSING at 1pm</p> <p>Rosh Hashana, Mon, Sep 17 - Tue, Sep 18 CLOSED</p> <p>Yom Kippur Eve, Tuesday, September 25 CLOSED</p> <p>Yom Kippur, Wednesday, September 26 CLOSED</p> <p>Succos Eve, Sunday, September 30 CLOSING at 1pm</p> <p>Succos, Mon, Oct 1 - Tue, Oct 9 CLOSED</p> <p>Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.</p>					
Payment Type -				- Amount	Sub-Total: 75,578.00
NO PAYMENT TYPE SELECTED					Shipping: 0.00
					Total: 75,578.00

City of Fayetteville
Bid 12-70, Camera Systems
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: 90 days from Date of Order

*NAME OF BIDDER: _____

F.O.B. City of Fayetteville Television Center, 101 W. Rock Street, Fayetteville, AR 72701

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	*TOTAL PRICE
1.	Studio Camera Systems Please Specify for Unit(s) Bid:	2	\$ <u>23451</u>	\$ <u>46902-</u>
	*MANUFACTURER: _____		*MODEL: _____	
2.	Pedestal/Head Systems Please Specify for Unit(s) Bid:	2	\$ <u>14338</u>	\$ <u>28676-</u>
	*MANUFACTURER: _____		*MODEL: _____	
TOTAL BASE BID PRICE:			\$ <u>75578-</u>	

Item 1 will be awarded to a single vendor – all or none.

Bids must be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): _____

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: B&H FOTO & ELECTRONICS CORP.
Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: _____
B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO
*CITY: 420 NINTH AVENUE, NEW YORK, NY 10001 *STATE: _____ *ZIP: _____
TEL: 212-239-7500 / 800-947-8003
*PHONE: _____ FAX: _____
FAX 212-239-7509 / 800-743-0895
*E-MAIL: FEIN#13-2768071/WEB:WWW.BHPHOTO.COM

*BY: (PRINTED NAME) _____
*AUTHORIZED SIGNATURE: Elizabeth Lite
*TITLE: _____
B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO
420 NINTH AVENUE, NEW YORK, NY 10001
TEL: 212-239-7500 FAX: 212-239-7509
ELIZABETH LITE-COMPLIANCE SPECIALIST
EMAIL: ESTHERL@BHPHOTO.COM

Acknowledge Addendums:
Addendum No. _____ Dated: _____ Acknowledged by: _____
Addendum No. _____ Dated: _____ Acknowledged by: _____
Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 12-70, Camera Systems
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid shall be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the local time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

- a. In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to verify receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 the City of Fayetteville encourages all *qualified* small, minority and women's business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women's business enterprises.

10. PROVISION FOR OTHER AGENCIES: N/A

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against any and all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

This bid is considered a public improvement bid. Public improvement bids with a total of \$20,000 or more shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person. \$500,000 aggregate.
Property Damage Liability:	\$100,000 aggregate.

26. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax shall NOT be included in the bid price.** Applicable Arkansas sales tax laws will apply to this bid but not be considered for the bid evaluation process. The City is not a sales tax exempt entity.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

- h) **NOTE:** Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of, or in any manner relating to this bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposer hereby expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- k) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the services called for in this Contract.
- l) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.

- a. City Department that ordered the materials or services
- b. Order Date
- c. Delivery date or the date of service
- d. Name of the City Employee that requested or picked up the goods, materials, or service
- e. Bid Number that applies to the purchase and invoice. Amounts in the bid shall match invoicing.

28. **ADDITIONAL INFORMATION PROVIDED AND REQUIRED FOR THIS BID:** The following attachments are hereby included and are made part of the requirements for this bid package. Pricing shall be inclusive of the entire bid package, inclusive of these attachments:

- a. N/A

City of Fayetteville
Bid 12-70, Camera Systems
Technical Specifications: Studio Cameras

OVERVIEW: Cameras shall be High Definition, solid-state camcorders, installed in a studio production configuration on support pedestals with pan-tilt heads, remote lens controls, and remote Camera Control Units. Each camera shall also include a 20 meter multicore hybrid camera control cable that includes two RG-6 coax cables for send and return HD-SDI video signals. Support pedestals shall have air-pressurized elevation columns, crab steering, and include air pressure control.

The cameras and support pedestals will be installed by City of Fayetteville personnel. Bidders shall not include any installation fees. All bids shall include shipping.

1. Camera Specifications: Camera systems shall be comprised of the following items, or equivalent based on published manufacturer's specifications.

a. Camera:

JVC GY-HM790L17 (includes Fujinon XT17sx4.5BRM-K1 lens)

b. Studio configuration items – Items bid shall include:

JVC HZ-ZS13U Lens Zoom Control

JVC HZ-FM13U Lens Focus Control

JVC KA-790G Studio Adapter Sled

JVC VF-HP790G 8.4" LCD studio viewfinder

JVC KA-M790G Multicore studio interface unit

JVC VC-HP112U Multicore hybrid cable (20m) (includes 2 coax cables w/BNC connectors for send/return HD-SDI signals)

JVC RM-HP790U Camera control unit

c. Camera and Studio configuration items Warranty: All cameras shall have the following warranty:

- All warranty work shall include any shipping costs to and from the City.
- Warranty time period shall start upon acceptance and review from the City.
- Full 12 month warranty on labor
- Full 24 month warranty on parts
- Warranty Shall include: Viewfinder, lens, and battery mount

2. **Pedestal & Head Specifications** – Pedestal and head systems shall be comprised of the following items, or equivalent based on published manufacturer's specifications.

a. **Pedestal and Pan/Tilt Head combination:**

Sachtler 2580 System 25 PLUS Combi 1-40 Pedestal System

Pan/Tilt Head		Pedestal	
Specification	Requirement	Specifications	
Weight	4.5 kg / 9.9 lbs	• Crab steering functionality	
Payload	8 - 35 kg / 18 - 77 lbs	• Detachable steering wheel	
Sliding Range - Plate	100 mm / 3.9 in	• Trim weights (min. 6)	
Counterbalance	18 steps	• Smooth height adjustment	
Grades of Drag	7 each horizontal and vertical + 0	• Column brake for locking column in any position	
Tilt Range	+90/-75°	• Transport latch	
Temperature Range	-40 to +140° F	• Tool-free setup	
Camera Fitting	Plate	• 5" wheels	
Tripod/Pedestal Fitting	Flat base	• Cable guards	
Pan bar(s)	2, shall be telescopic	• Individual wheel brakes	
Level	self-illuminating Touch Bubble	• Column pressure gauge	
		• Pressure relief valve to prevent overfill damage	
		• Air pump	
		Specification	Requirement
		Weight	24.6 kg / 54 lbs
		Payload	40 kg / 88.2 lbs
		Height Range	79 - 133 cm / 31.1 - 52.4 in
		Lift	54 cm / 21.3 in
		Clearance	70 cm / 27.5 in
		Head Fitting	flat base

b. **Pedestal & Head Warranty** – All pedestals/heads shall have the following warranty:

- All warranty work shall include any shipping costs to and from the City. The City shall not pay shipping costs associated with any warranty work.
- Warranty time period shall start upon acceptance and review from the City.
- Full one (1) year warranty, including parts and labor, on Pedestal and Pan/Tilt head

402055500A

Max Perl

From: Nathan Hirschman
Sent: Wednesday, September 12, 2012 5:14 PM
To: GovEdBids
Subject: FW: Fayetteville, AR: Bid 12-70, Camera Systems -- Addendum 1
Attachments: Bid 12-70, Addendum 1 - revised.pdf

Categories: MAXP

402055500#

From: Andrea Foren [<mailto:aforen@ci.fayetteville.ar.us>]
Sent: Wednesday, September 12, 2012 5:03 PM
To: Andrea Foren
Subject: Fayetteville, AR: Bid 12-70, Camera Systems -- Addendum 1

Reference: Bid 12-70, Camera Systems -- Addendum 1 (see attachment)
Deadline: Tuesday, September 18, 2012 before 2:00 PM, local time

Attached is Addendum 1 in reference to Bid 12-70. Bidders may enclose the signed addendum upon submitting a bid OR sign the addendum and send back via e-mail to aforen@ci.fayetteville.ar.us or 479-575-8257.

If you have any questions please let me know. I appreciate your interest in doing business with the City!

Thank you,
Andrea

Andrea Foren, CPPB, CPPO
City of Fayetteville, Purchasing Agent
113 W. Mountain
Fayetteville, AR 72701
Phone: (479) 575-8220
TDD: (479) 521-1316
aforen@ci.fayetteville.ar.us
www.accessfayetteville.org

 Please consider the environment before printing this email.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed and may be subject to public disclosure under the Arkansas Freedom of Information Act (FOIA).

Bid 12-70, Addendum 1



Date: Wednesday, September 12, 2012

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 12-70, Camera Systems

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated. Bidders are also welcome to fax acknowledgement of this addendum back to 479-575-8257.

• **Bid 12-70, has the following modifications and clarifications:**

- 1.) Bidders shall not include a battery mount warranty with bid. The language pertaining to the battery mount warranty was mistakenly left in the bid specifications.
- 2.) Bidders may return this Addendum signed with their bid or fax a copy of this signed addendum back to 479-575-8257.

B&H Photo Video Pro-Audio
420 Ninth Av. NY, NY 10001
Nathan Hirshman - Bid Officer
E-MAIL: nathanh@bhphotovideo.com
Tel# 212-239-7503/800-947-8003 Ext. 6964
Bids Fax # 212-239-7509 / 800-743-0895
POs Fax # 212-239-7740 / 800-855-5517

Acknowledge Addendum #1:

Printed Name: _____

Signature: _____

Title: _____ Date: 9-13-12

Company: _____

