



*Lorain County  
Community College*

## BID SOLICITATION

Issue Date: May 2, 2008

### BID INFORMATION

**Bid Title:** DIGITAL BROADCAST CONVERSION

**Due Date/Time (EDT):** May 23, 2008, 2:00 pm

Number of pages including this cover sheet and attachments: 52

### CONTACT & BID SUBMISSION INFORMATION

**Name:** Laura Carissimi

**Title:** Director of Purchasing

**Email:** [purchase@lorainccc.edu](mailto:purchase@lorainccc.edu)

PH: 440-366-4048

FX: 440-366-4648

**Mailing Address:**  
Purchasing Office College Center Room 244  
Attn: BID for Digital Broadcast Conversion  
LORAIN COUNTY COMMUNITY COLLEGE  
1005 N ABBE ROAD  
ELYRIA, OH 44035

\*\*\* DIGITAL BROADCAST CONVERSION must be referenced on outside label of envelope/package

\*\*\* 2 originals & 1 copy to be sent to mailing address, and an electronic version on disc submitted with Bid Package

### RESPONDENTS MUST COMPLETE THE FOLLOWING

Federal I.D. or TIN Number:

Company Name:

Company Website:

Primary Contact Name:

Primary Contact Title:

Business Address:

Phone:

Fax:

Email:

Billing inquiry phone:

Authorized Signer's Name:

Authorized Signer's Title:  
President

### RESPONDENTS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

The mandatory process for Bid submission for award consideration is contained within Section 3 of this Bid Solicitation. **LCCC TERMS AND CONDITIONS** contained within Section 6 of this Bid Solicitation will prevail unless expressly altered by LCCC. Sealed Bids must be received by the Due Date/Time specified above. Plan your delivery method appropriately. Bids received after the Due Date/Time will be considered unresponsive.

## NOTICE TO POTENTIAL BIDDERS!

In order to receive any addenda or supplemental information, you must register with the Lorain County Community College Purchasing Office, either by mail, at 1005 North Abbe Road, Elyria, OH 44035, by telephone at (440)366-4048, by fax at (440) 366-4648, or by e-mail at [purchase@lorainccc.edu](mailto:purchase@lorainccc.edu).

The following information is required:

Name of firm  
Contact name  
Street address  
City, state zip  
Telephone  
Fax phone  
Email address

*Thank you!*

## ADVERTISEMENT

### BID OPPORTUNITY DIGITAL BROADCAST CONVERSION

The **SOLICITATION**, with complete Bid submittal information, may be obtained from the LCCC web site, [www.lorainccc.edu/purchasing](http://www.lorainccc.edu/purchasing), or requested from the Purchasing Office: [purchase@lorainccc.edu](mailto:purchase@lorainccc.edu), or 440-366-4048, or 1005 North Abbe Road, College Center Building, Room 244, Elyria, Ohio (44035).

By order of Lorain County Community College, Elyria, Ohio (44035)

David J. Cummins  
Vice President for Administrative Services/Treasurer  
Lorain County Community College

May 2, 2008  
May 9, 2008  
May 16, 2008

\*\*\*

MEDIA:

- (1) SEND AFFIDAVIT WITH INVOICE.
- (2) SEND INVOICE TO SANDY ANDREWS

LORAIN COUNTY COMMUNITY COLLEGE  
1005 NORTH ABBE ROAD  
ELYRIA, OH 44035

## BID SOLICITATION

Sealed Bids will be accepted at the Lorain County Community College (LCCC) Purchasing Office, 1005 North Abbe Road, Elyria, OH 44035, until Friday, 2:00 p.m., local time, May 23, 2008, for DIGITAL BROADCAST CONVERSION.

Bid Documents consisting of specifications, drawings and Bid forms are available from the LCCC web site, [www.lorainccc.edu/purchasing](http://www.lorainccc.edu/purchasing). Direct all inquiries and/or requests for further details on specifications to [purchase@lorainccc.edu](mailto:purchase@lorainccc.edu), which will act as the clearinghouse for all information.

The contract will be awarded to the lowest responsive and responsible supplier complying with the conditions of the specifications, provided the Bid is in the interest of LCCC to accept it. However, LCCC reserves the right to reject any and all Bids or parts thereof, and to waive any informality in Bids received, whenever such rejection or waiver is in the interest of the owner. Bids, which contain any omissions, additions, or deductions not called for, conditional or uninvited alternate Bids, irregularities of any kind, or Bids not based on the specifications, may be deemed irresponsible/irresponsible. Awarding of Bids is also contingent upon availability of funds.

By order of Lorain County Community College, Elyria, Ohio (44035)

David J. Cummins  
Vice President for Administrative Services/Treasurer  
Lorain County Community College

### **Advertisements**

May 2, 2008  
May 9, 2008  
May 16, 2008

### **Campus Map**

A Lorain County Community College Map of all locations can be found on the College's website via the following link:

<http://www.lorainccc.edu/About+Us/maps.htm>.

**TABLE OF CONTENTS**

---

SECTION 1	Definitions
SECTION 2	Bid Schedule of Events
SECTION 3	Instructions for Bid Submission
SECTION 4	General Information and Notice to Respondents
SECTION 5	Project Overview
SECTION 6	Project Installation Schedule
SECTION 7	Terms and Conditions
SECTION 8	Scope of Work: Integrator Guidelines

**ATTACHMENTS/EXHIBITS**

- 
- A. BID Offer Sheet
  - B. Performance Bond
  - C. DMA form (Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization)
  - D. Buy Ohio/Buy America instructions and form
  - E. Substitute W-9 instructions and form
  - F. Pricing Sheet or Financial Consideration Sheet (Bid Form Excel file- Attachment)
  - G. Systems Concept Drawings
  - H. Prevailing Wage Information

**SECTION 1: DEFINITIONS**

---

Relative to this Bid Solicitation, and any College-issued addenda, the following definitions apply:

---

- 1.1 Award: Agreement, Contract or Purchase Order resulting from this Bid Solicitation.
  - 1.2 Vendor, Supplier, Contractor, Integrator: Respondent who is officially awarded the business through the Bidding process and has entered into a contractual agreement with the College.
  - 1.3 Bid: Respondent's formally prepared response to this Bid Solicitation, which was received by the College.
  - 1.4 Due Date/Time: The date and time specified in this Bid Solicitation, by which a Bid must be received by the College. Bids received after such date and time will be considered unresponsive.
  - 1.5 Respondent: Individual or company submitting a Bid in response to this Bid Solicitation.
  - 1.6 Bid Documents: All material and information provided by the College used by the Bidder in preparing the Bid response, including but limited to: Drawings, Specifications, Addenda, Bid Form, Bid Guaranty/Bond, Contract Form, Attachments, and Special Conditions.
  - 1.7 Scope: Scope of Services or Materials identified by College within this Bid Solicitation that forms the basis of Bid Response.
  - 1.8 College: Lorain County Community College.
-

- 1.9 DMA: Declaration Regarding Material Assistance is a form each vendor is required to complete for any contract where a state supported entity spends over \$100,000 annually. Must be completed prior to contract award.
- 1.10 Addendum: Refers to document issued by the College which modifies this Bid Solicitation or provides additional information to respondents.
- 1.11 Responsive Bid: A bidder shall be considered responsive if all the requirements, whether documents or samples, which are detailed in the Bid Solicitation, are submitted, in entirety, by the published deadline. All documents shall be properly completed.
- 1.12 Responsible Bid: A bidder shall be considered responsible if the Bid meets or exceeds specification, and if the bidder's experience, financial condition, performance on previous contracts, facilities and personnel to execute the contract properly are acceptable.
- 1.13 Contract Documents: Collectively, but not limited to, the Drawings, Specifications, Addenda, Bid Form, Bid Guaranty/Bond, Contract Form and Attachments, Performance Bond, any Special Conditions, Wage Rates, Change Orders and approved Shop Drawings, if any.
- 1.14 Confidentiality: Information provided by Contractor which may be considered confidential and/or proprietary. The College acknowledges some of the information provided by Contractor may be considered confidential and/or proprietary. However, if College, as a public entity, receives a public records request for a document that includes information designated by Contractor as confidential or proprietary, and not otherwise protected by the laws of intellectual property of the State of Ohio, College will first notify Contractor of the request. If Contractor wishes to seek to block the release of the requested public record document believed to contain proprietary or trade secret information, College will allow a reasonable time for such actions to proceed prior to releasing the requested document.
- 1.15 Project Management: The vendor will be expected to manage the project. This includes responsibility for managing the vendor's resources, tasks, and timelines and any requirements the vendor has of the Owner. This may include the following:
- Lead regular project management meetings and produce meeting minutes
  - Lead special meetings to coordinate with other projects such as current building renovations, swing space plans or Video on Demand project as requested by the Owner
  - Providing regular status reports, weekly during time of intense project activity
  - Provide a project lead (single contact) responsible for the vendor's efforts on the project and empowered to make decisions for the vendor
  - Provide and maintain a timeline of the vendor's efforts and any efforts required from the Owner.

*[End of section]*

## SECTION 2: BID SCHEDULE OF EVENTS

---

The College will make every effort to adhere to the schedule detailed below:

▪ Bid Document Issue Date:	May 2, 2008
▪ Mandatory Site Visit (LCCC campus – room CC227a):	May 12, 2008; 10 A.M. EDT
▪ Questions Submitted no later than :	May 14, 2008
▪ Last College Response to Questions/Addendum issued:	May 19, 2008
▪ Bid Due Date/Time:	May 23, 2008; 2 P.M. EDT
▪ Bid Clarification:	To be scheduled week of June 2, 2008 (if needed)
▪ Anticipated Award Date:	June 11, 2008

*[End of section]*

## SECTION 3: INSTRUCTIONS FOR BID SUBMISSION

---

Read all Bid Documents carefully to comply with all directives to avoid being deemed not 'responsive or responsible'. All Vendors must be registered with the College Purchasing Office, [purchase@lorainccc.edu](mailto:purchase@lorainccc.edu), to receive any addenda. All Addenda must be acknowledged for a Bid response to be considered complete.

### 3.1 Bid Preparation:

- Respondents must develop and submit a complete and accurate Bid Response to this Solicitation. Bids must adhere to all directives contained herein and must follow the chronology as specified and sign **Attachment A (BID Offer Sheet)**
- Respondent is to submit one (1) original Bid which is to be bound into a single document and clearly marked "ORIGINAL". Should a discrepancy arise between various copies of the BID, information contained in the "ORIGINAL" will prevail over conflicting information.
- Respondent is to submit two (2) 'quality' copies of the Bid, which are to be individually bound and clearly marked "COPY".
- An electronic copy of the Bid is to be submitted on disc along with 'hard' copies.
- Bids should be prepared providing a straight-forward, concise description of the Respondents capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Unnecessarily elaborate brochures or other presentations beyond that sufficient to respond to each section and beyond that sufficient to present a complete and effective Bid response are neither necessary nor desired.
- Respondent may include any optional data not requested in the Bid Documents, yet considered by the Respondent to be pertinent to the understanding of the submittal, be included as an addendum to the Bid response.
- Any Bid response that does not include the express requirements of the Bid Documents and any College issued addenda may be considered an incomplete and deemed not 'responsive or responsible'.



- The College may make an Award by items, groups of items, or as a whole, whichever is deemed most advantageous to the College. The College also reserves the right to make multiple awards when it is deemed in the best interest of the College.
- Ownership of all data, materials and documentation originated and prepared for the College pursuant to the Bid response shall belong exclusively to the College and be subject to public inspection in accordance with the Ohio Freedom of Information Act. ***Any confidential or proprietary data must be clearly marked.*** Trade secrets or proprietary information submitted by the Respondent shall be considered confidential, and not be subject to public disclosure under the Ohio Freedom of Information Act.

3.2 Site Visit/Pre-Bid Conference:

A **mandatory** Site Visit/Pre-Bid conference will be held May 12, 2008; 10 A.M. EDT, at Lorain County Community College Main Campus, College Center Building (CC), Room 227a. All respondents are required to attend. Failure of a Respondent to satisfy this requirement will invalidate their response. This will be the ***only*** comprehensive tour of the facility. A maximum of 2 attendees per Bidder will be permitted to attend. Please provide the names of the 2 individuals via email to [purchase@lorainccc.edu](mailto:purchase@lorainccc.edu).

3.3 College Revisions to the Bid Documents:

In the event that it becomes necessary for the College to revise any part of the Bid Documents, revisions will be provided by the College Purchasing Office to all those registered through the Purchasing Office. All addenda that will be sent electronically to the provided email address.

3.4 Respondent Questions regarding Scope, Procedure or Clarifications:

Respondents with questions or requiring clarification or interpretation of any section within this BID must address these questions via e-mail to [purchase@lorainccc.edu](mailto:purchase@lorainccc.edu), no later than 4:00pm, May 14, 2008. The Purchasing Office of the College is the clearinghouse for all information. The respondent needs to reference each question to the BID in consecutive order, from beginning to end, following the chronology of the Bid Documents. Each question should begin by referencing the Bid Document page number and section number to which it relates.

3.5 Single Point of Contact:

From the Bid Document Issue Date until an Award is made and announced by the College, Respondents are **not** allowed to communicate with any College staff or officials regarding these Bid Documents, except at the direction of the College contact listed on the Cover Sheet. **Any unauthorized contact may disqualify the Respondent from further consideration.** After an Award is made, all communication will be directly with the Contractor Liaison.

3.6 Respondent Requests for Exceptions from Terms and Conditions:

- Respondents must submit all exceptions of presented Terms and Conditions requests in writing and include those with their Bid.
- Exceptions with an explanation as to why the Respondent cannot accept the College's provision and what alternative language the Respondent proposes, should be included.
- The College will make any final determination of changes to the Terms and Conditions it may be willing to accept.

3.7 Submission Requirements:

- **The Bid Package** must be received by Lorain County Community College Purchasing Office by May 23, 2008; **2 P.M.** EDT. There will be NO public bid opening. Bid tabs will be available upon request. Normal College Purchasing Department Office hours are Monday through Friday, 8:30 AM through 4:30 PM, ET. Refer to cover sheet for address of the Purchasing Services office. NOTE - bids are due prior to the end of the normal college business day!
- Respondents are responsible for selecting the appropriate method of delivery which ensures the Bid is received in the Purchasing Office, located in the College Center building, Room 244, prior to the due date and time. Time is determined by the College's Purchasing date stamp clock. *No Bid response or Bid revision received after the due date and time specified will be considered.*
- Envelope/package must be securely sealed and clearly marked with the Bid Title from the Cover Sheet -

## DIGITAL BROADCAST CONVERSION.

- An electronic version of the Bid Package must be included with the submission of hard documents as directed above. This electronic version is in addition to, and does not negate the need for, the hard copy submission.
- A completed **Digital Broadcast Conversion Project – Bid Offer (Attachment A)** is to be included in the Bid Package.
- A **Bid Bond (Attachment B)** in the amount of 10% of the installation portion of the Bid must be submitted with Bid; upon award of the contract, the successful vendor shall convert the Bid Bond to a Performance Bond in the amount of 100% of the installation portion of the Bid. The Bond shall be the responsibility of the Contractor and failure to submit the bond renders the Bid unresponsive. The Bond must be signed by a surety company authorized to do business in the State of Ohio. A **Certificate of Compliance** with the Ohio Department of Insurance, showing the surety is authorized to do business in the State of Ohio, will be required.
- A **Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (D.M.A.) (Attachment C)** will be required to be submitted with the Bid package if the amount of the entire bid, product plus installation is greater than \$100,000 OR if the vendor has done business with the College this fiscal year (July 1, 2007 to June 30, 2008) and the aggregate amount of the Bid package plus the prior business will be greater than \$100,000.

If required as indicated in the Attachments/Exhibits, the Respondent is responsible for reviewing, completing, signing, and including **the form identified by link below** within their Bid to certify that they have not provided “material assistance” to a terrorist organization. The DMA was created to provide the state with an additional tool to deter and prosecute acts of terrorism within the state. The Declaration is a part of Senate Bill 9, which is Ohio's homeland security and anti-terrorism legislation. The revised version of the bill was signed into law by Governor Taft on January 11, 2006. Sections 2909.32, 2909.33, and 2909.34 of the Ohio Revised Code officially defined and created the DMA. Compliance with the DMA will take effect on Friday, April 14, 2006.

Additional information is available at [http://www.homelandsecurity.ohio.gov/DMA\\_forms.asp](http://www.homelandsecurity.ohio.gov/DMA_forms.asp)

### 3.8 Failure To Meet Bid Closing:

- Regardless of cause, Bids received after the Due Date/Time will not be considered.
- Requests for extension of Due Date/Time may be considered by the College, at its' sole discretion. Any request for extension must be received by 4:00pm, May 14, 2008.
- Notice of any extension will be provided in the form of an Addendum to all those registered with the Purchasing Office.
- It is the Respondent's responsibility to see that the Bid is received prior to the Due Date/Time.

### 3.9 Pricing Format:

- Respondents must clearly outline their fee structure including initial up front costs and any ongoing yearly maintenance, licenses, services and support fees. This document will be used as the primary representation of each Respondent's cost/price, and will be used extensively during Bid evaluations. Additional information should be included as necessary to explain in detail the Respondent's cost/price.
- Prices quoted in the Bid must be FIRM, be the “best and final offer”, and be compliant with Bid specifications and documents. Bids may not be corrected after the Due Date/Time. All prices quoted MUST include ALL FREIGHT; F.O.B. ELYRIA, OH.
- **Labor costs and Prevailing Wage:** Since this work is part of a larger project that is prevailing wage any technicians that are doing the 'tie - in' to the Electrical and/or Mechanical systems are considered Prevailing Wage. The project manager and/or the person sitting at the Control Panel or that may be considered the Control Operator is not prevailing wage.

Contact Becky W. George at 440-366-4633 for questions regarding Prevailing Wage.

### 3.10 No Bid Requirement:



If Respondent is unable or unwilling to submit a Bid, the courtesy of a brief explanation for the “no-Bid” prior to the Due Date/Time is appreciated; [purchase@lorainccc.edu](mailto:purchase@lorainccc.edu).

- 3.11 Withdrawal of Bid:  
Respondents may withdraw Bids at any time prior to the Due Date/Time with written notification to the College Contact listed on the Cover Sheet.
- 3.12 Cancellation of the Bid:  
The College reserves the right to cancel this BID, in whole or in part, at any time before the opening of the Bids. Should it become evident during the evaluation of the Bids that it is no longer in the best interest of the College to make an award under this solicitation, the College reserves the right to cancel this Bid. The College shall not be responsible for any costs incurred due to the cancellation of the Bid.
- 3.13 Respondent Presentations:  
Respondents may be required to make an oral presentation and product/service demonstration to clarify their Bid and address any College questions and concerns. Respondents should be prepared to send qualified personnel to the College campus, at the Respondent’s sole expense, to discuss technical and contractual aspects of the Bid.
- 3.14 Substitutions or Alternative Product:  
Respondent may offer alternative solutions or a product substitution as an alternate Bid, in which case each Substitution will be evaluated by the College as a separate option, and it is the sole discretion of the College to determine acceptance of any proposed substitute or alternative product. Any and all proposed alternative Bids must be clearly marked.
- 3.15 Gantt Chart  
Vendors must provide a full installation schedule showing the work flow using a graphical representation i.e. Gantt Chart of similar. The schedule should include milestones and timelines for project completion of the various system (s). A detailed work schedule for the project will be developed with, and approved by the College and the consultant.
- 3.16 References:
- Bid must include a minimum of three (3) professional references. Where the Respondent has successfully demonstrated or implemented the products and services being sought over the last five (5) calendar years. References need to be similar in size and scope.
  - The College may contact these references to verify Respondent’s ability to perform.
  - Respondents must clearly identify the following for all references:
    - company/institution name
    - contact name, title, and telephone
    - contact’s email address
    - contact’s mailing address
    - the size of the organization
    - dates and performance
- 3.17 Minority Business Participation:  
None of the two year colleges are state agencies, and are therefore, not bound to follow EDGE requirements. Lorain County Community College reserves the right to award to an EDGE vendor, at its sole discretion.
- 3.18 Service Guarantees/Warranty:  
System Warranty of one year begins with final acceptance and approval by the College of the work performed. Please document if you comply with objective. (Also see 7.21) Please detail your service guarantees, including the coverage time frames and any exclusions or College performance requirements. Provide a list of manufacturer warranties from the manufactures listed in your item pricing schedules; and, if you are a direct reseller and authorized to provide support or other service on behalf of the manufacturer.
- 3.19 Extended Warranty/Service Agreement  
Vendor is expected to provide extended manufacturers’ warranty pricing for 3 and 5 year on all items where such warranty is offered. This pricing is expected as a separate attachment under the heading, “**MANUFACTURER**

**EXTENDED WARRANTIES**” and will be viewed as a separated bid offering. It is anticipated that these warranties will be available on all major systems components and modules, e.g., the router, switchers, servers, etc. The College Reserves the right to select the individual items for extended warranty from the detailed list presented in this attachment.

In addition, Bidder will provide a cost of extended services support in the form of a service contract for a 3 year and/or 5 year terms. This support contract will include pricing for parts and labor. This service contract document will be expected as an attachment to the bid response under the header of "**SERVICE CONTRACT**" and will outline response times, maintenance definitions, portal-portal charges, labor charges for regular hours and outside hours of operation and any other items the integrator deems appropriate and necessary. These totals will be reflected in the attachment, as well, as the bid spec package summary cover page for both SDI and HD.

- 3.20 Vendors may not modify the RFP text to affect terms, conditions, or specifications found in this document; this is forbidden and will subject the response to rejection. In the event any text is modified, the original text as issued will apply. This clause does not apply to the Vendor response areas of the RPF where it is expected that Vendors will enter their text.
- 3.21 Comply/No Comply  
Bidders must provide a Comply/No Comply or Comply with exceptions response to **Section 8.0: Scope of Work: Integrator Work Guidelines**

*[End of section]*

#### **SECTION 4: GENERAL INFORMATION AND NOTICE TO RESPONDENTS**

---

The Respondent(s) whose Bid, in the sole opinion of the College, represents the best overall value to the College will be selected. Factors which determine the selection include but are not limited to: the Bid's compliance with the Bid Documents, quality of the Respondent's products or services, ability to perform the Scope, financial soundness, ability to meet the published schedule, and general responsibility as evidenced by past performance. Price/Discounts, although a factor, will not be the sole determining factor in the award of an agreement.

- 4.1 Rights Reserved:  
The College, at its sole discretion and upon its determination that such actions would be in its best interest, reserves the right to:
- Accept or reject any or all Bids, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities, informalities, and technicalities in any Bid when determined that it is in its best interest to do so;
  - Hold all Bids for a period of up to ninety (90) days after the Due Date/Time and to accept a Bid not withdrawn before the scheduled Due Date/Time;
  - Cancel and/or reissue this Bid at any time;
  - Invite some, all, or none of the Respondents for interviews, demonstrations, presentations, and further discussion;
  - Negotiate a possible contract and may solicit from some or all Respondents prior to or during this negotiation process;
  - Choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Bids that do not follow the BID directives, are difficult to understand, are difficult to read, or are missing any requested information;
  - Make an Award by items, groups of items, or as a whole, whichever is deemed most advantageous to the College. The College also reserves the right to make multiple awards when it is deemed in the best interest of the College.
- 4.2 Right to Investigate and Reject:  
The College may make such investigations as deemed necessary to determine the ability of the Respondent to provide the supplies and/or perform the services specified. The College reserves the right to reject any Bid if the evidence submitted by, or investigation of, the Respondent fails to satisfy the College that the Respondent is

properly qualified. This includes the College's ability to reject the Bid based on negative references.

4.3 Purchase Orders, Invoicing & Cash Discounts:

College purchases will be procured through College authorized personnel on a valid purchase order only. Purchase Order numbers are required on all invoices to ensure proper payment. Payment terms are NET 30 days. The College will endeavor to utilize, if possible, any cash discounts offered in payment terms.

4.4 Incurred Expenses:

The Respondent, by submitting a Bid, agrees that any cost incurred by responding to this Bid, or in support of activities associated with this Bid, will be born by the Respondent and may not be billed to the College. The College will incur no obligation or liability whatsoever to anyone resulting from issuance of, or activities pertaining to, this Bid, including samples. Respondents submit Bids at their own risk and expense.

4.5 Resulting Contract(s):

These Bid Documents, any addenda, the Respondent's Bid, any addenda or exhibits, best and final offer, and any clarification question responses may be included in any resulting contract(s).

4.6 Evaluation Process and Contract Term:

All Bids submitted by the due date/time deadline will be evaluated by a committee designated by the College, who will be responsible for the selection of a firm (or firms) to which a contract may be awarded.

If an award of contract is made, the respondent who's Bid, in the sole opinion of the College, represents the best overall value to the College will be selected.

Evaluation Criteria for this BID include, but not limited to:

- Capital investments
- Qualifications and experience of proposed personnel and evidence of successful performance with similar accounts or operations
- Financial Stability of vendor
- Fulfilling the request for information per each section of this BID

The members of the evaluation committee may deem it necessary to make a site visit to a facility similar in scope and demographics to Lorain County Community College. This will be at the expense of the Respondent.

4.7 Project Concept Drawings/Questions

- Drawings will be available from the LCCC web site.
- Questions should be submitted in the following format, without deviation:
  - Section Number
  - Paragraph number where applicable
  - Text or passage being questioned
  - Question
- Questions may only be submitted electronically and must be emailed to [purchase@lorainccc.edu](mailto:purchase@lorainccc.edu). Proposers have until May 14, 2008 to submit questions. All questions received will be evaluated, the Proposers' names and identification removed, and both questions and answers will be emailed, in the form of an Addendum, to all vendors registered through the Purchasing Office, once responses have been compiled.

*[End of section]*

## **SECTION 5: PROJECT OVERVIEW**

---

5.1 Invitation

Lorain County Community College (LCCC) invites Bids for Equipment and Integration Services for the video plant digital conversion implementation which shall include, but not be limited to, providing equipment,

integrating purchased equipment, project management, OEM documentation, vendor documentation, as-built documentation and operational training.

All components necessary for a fully functioning solution are required.

To be considered, firms/teams must have recent (within 5-6 years) direct experience in the design of college, University or PBS video broadcast facilities, and demonstrate a comprehensive understanding of contemporary digital broadcast technology capabilities and infrastructure requirements.

The information contained in this BID sets forth basic guidelines for potential respondents and establishes the evaluation criteria and submission requirements. This BID is for information purposes; it is not to be construed as an offer by the College or its advisors. The contents of this BID are neither warranted nor guaranteed by the College or its advisors.

As stated in the search process for the Consultant and Engineering Services for this project, the College will not preclude the contracted Consultant and Engineering Services from bidding on the equipment. It IS the expectation of the College that the contracted Consultant and Engineering Services manage the project from design thru installation and implementation, whether or not they are the awarded a contract for any of the necessary equipment and its installation, training, etc. The College intends has been engaged with the equipment specifications, and understands the equipment to be 'open lines' and not proprietary. Specification of proprietary equipment has been discouraged and is not to be included in a final equipment bid package.

*The College's currently contracted consultant and engineer is the primary project manager. Should the situation arise where the integrator and the contracted consultant and engineer/project manger be one-and-the-same, the college reserves the right to contract for independent project management at the expense of the integrator and re-negotiate with contracted consultant and engineer.*

## 5.2 The College Overview and Project Background

Lorain County Community College is one of Lorain County's best assets. Since 1963, more than 250,000 Lorain Countians have benefited from the educational programs and services offered by LCCC. Today, it is Ohio's top rated community college and has received the State of Ohio's highest quality rating for educational institutions, the Tier 3-Achievement of Excellence through the Ohio Award for Excellence. In Fall Semester 2005-2006, LCCC enrolled more than 10,000 students marking a record number of students in over 30 credit programs at the associate degree level. Additionally, over 3,000 more adults students attend the innovative University Partnership program, which brings eight universities to the LCCC campus and offers more than 30 certifications, bachelor's and master's degrees.

LCCC has experienced phenomenal growth in its distance learning program during the past two years alone. Today, LCCC is one of Ohio's leading providers of online, interactive distance learning coursework, and is the only Ohio community college with an Associate of Arts degree online. Through this effort, the College has seen an increase of over 50 percent in distance learning enrollment over the past two years. Now, approximately 30 percent of our 9,600 credit students are enrolled in at least one distance learning course, with nearly 90 percent of those students from Lorain County. In other words, the convenience and accessibility of technology is facilitating the enrollment and education of those students who need it most, and thereby removing barriers that prohibit the pursuit of education.

Total enrollment at LCCC has grown more than 40% over the past four years, and is expected to continue to grow. The expansion of distance learning and other non-traditional methods of instruction have made it possible for campus to absorb this growth within the existing facilities. However due to the vast changes within the broadcast industry the need to provide the most current broadcast technology for students to learn and work on mandates this conversion.

## 5.3 Project Scope to Date

Currently the college services many of the distance learning students via a vintage 1990 analog EBS/ITFS system feeding three separate cable TV companies and several remote campus teaching sites. This current system reaches over 90,000 Lorain county homes. With the current FCC changes to the EBS/ITFS spectrum the college must position itself to deliver digital transmissions to these venues to comply with FCC mandates.

The Instructional Television and Media Systems (ITMS) department, which currently houses the broadcast production studio, is to be combined with Information Systems and Services (IS&S). This departmental merger will create a new department which will merge the campus' digital technologies to a central location. The blending of these two departments commenced in early 2007, and is reorganizing and merging skills and talents, recognizing the industry move to a digital base. This is planned to occur within reorganization of existing spaces in the Advanced Technology (AT) building, requiring some building renovation. Simultaneously, the campus is moving to a Storage Area Network (SAN) for the digital housing of media for deployment over network resources.

Commencing in 2008, the conversion of facilities has begun with renovation of the AT building spaces planned to support the Television and IT operations. DTV plant design has been underway and reaches majority completion state with the issuance of this bid request. While the facility design, planning and renovation is underway, technical acquisition of systems and integration services emerges as the core work remaining to be awarded, and begun.

As the College has organized the work, the first step is to upgrade the equipment of the current television studio. The current Production television studio will remain in its current location within the Learning Resource Building (LR); the adjacent academic-student editing will be supported hereafter in a computer lab type environment and will be addressed as a separate project. Step 2 would be the relocation of the college's professional Avid edit system (encompassing the Avid LanShare, Server, and three edit stations) from LR to newly constructed edit suite facilities in AT138. Step 3 encompasses building a new engineering and master control center to support DTV plant operations throughout the college's campus in the Advanced Technologies building commencing October 1 and spanning through to fully complete December 19, 2008.

Now that transmission facility conversion to EBS is complete, it is imperative that the television plant infrastructure conversion to digital video be completed, tested and fully functional to match new digital video format. This will allow the college to continue to support its connection to the residents of Lorain County.

The college is currently reviewing options for future studio locations to support instructional programs, production of academic content for electronic delivery, production of marketing materials and other operational support, which are dependent upon new academic program development as well as space and fiscal criteria/constraints. This space for new studios may be within renovated, existing building space, or in an addition to an existing building. Concepts currently under discussion for the location of the digital broadcast studio, or studios, are an addition to Stocker Center, an addition to the Advanced Technologies Building, or some combination.

#### 5.4 Current Campus Technical Plant Description

##### **Video Plant:**

The current video plant at LCCC is standard NTSC composite throughout the current video routing structure. Plant switching is performed via a 3M 40 x 40 composite-mono audio video router of middle 1980 design.

##### **Television Studio:**

The television studio has three Hitachi, Z-One C, three chip CCD cameras with Cannon 17X studio lenses. The cameras and external video sources are routed through an Alta Group, Pegasus, 1.5 ME switcher. Character generator is Laird 1500 with various Panasonic video monitors and Tektronix WFM/Vector monitors. Audio for the studio is handled by a Logitek, Perfection, 8 channel mono On-Air board with tape cart, cassette and CD audio feeds resources.

##### **Master Control:**

The master control area provides switching for on-campus and air broadcast programming. All automation programming is also facilitated from this operational space. The physical area houses the current playback video tape machines which are a combination of ¾" U-Matic and SVHS, audio and video patching, signal monitoring and Air Signal monitoring. Automation is currently provided by a Leightronix TCD/IP controller using a Pro-Bus machine control line. Control of all devices is via RS-232 connected terminal or network web browser.

##### **Interactive Video Control Room:**

This control area provides all support for the one Classroom Studio used to broadcast all the live interactive classes. Video switching is handled by a Echo Lab MVS5 composite switcher, audio resources channeled

through a Mackie LM3204, Telex FMR-450 handles instructor audio, cameras are remote controlled Sony BR300 and video recording and playback in SVHS as well as JVC Pro-DV.

**Production Edit and Field Facilities:**

Production Edit Suite A, Temp suite-2 and Temp suite-3 are Avid Adrenaline work stations running Media Composer Adrenaline which is fiber-channel connected to an Avid LANShare storage system, Sonic DV Producer, playback/ record to Sony PVW2800 BetacamSP, Panasonic DS840 SVHS and JVC BR-DV6000. Production Edit Suite B running DPS/Leitch Velocity with record and playback from Panasonic DS555 SVHS and JVC BR-DV6000. Field accusation: Sony DXC637 camera head with Sony PVV-3 BetaCam or JVC BR-S422 SVHS JVC GY-DV500U camcorder also with DR-DV5000 Firestore H.D. recorder

**Student Edit Suits:** All suites equipped with Panasonic DS540, DS840 and DS555 decks running into Panasonic WJ-MX50 Digital AV Mixer. Deck control via ETC A/B roll editor system. Field acquisition via Panasonic S-Camcorder or Cannon Digital camcorder.

**Transmit Facility:** The current EBS transmitter facility has been modified to meet the FCC mandated 2.5 GHz transition plan and the transmitter change-out is not part of this project. This facility maintains 4 (four) digital ASI streams transmitted via a QAM64 modulation scheme on the newly assigned G4 mid-band EBS channel. The STL is currently via an Opticom FDV8000 NTSC composite video series multimode fiber link. **This will need to be upgraded to the SDI signal format from the output from the new Master Control switcher within this project.** TSL utilizes Force Fiber series 3005 L-band single mode fiber systems for TVRO return to operational facilities. The transmitter facility currently has 12 MM and 12 SM fiber cables linking to the campus broadcast control area and IT NOC.

**Existing Campus Video on Demand System:**

**VOD System:** Currently LCCC is implementing an Ethernet based Video On Demand system featuring VBrick encoders, a VBrick video portal server, VBrick network video server and VOD Servers attached to the school's SAN system. The integrator will be responsible for integrating planned router destinations/conversion devices to specified encoders (approximately 6 destinations) to make router sources available to the VOD system beyond the current sources being added now, i.e., cable demods, IVDL classrooms, satellite receivers, etc.

**Existing Internet Protocol (IP) Network:**

Existing Network: LCCC currently has a data network that connects the buildings on the main campus via fiber and connects the Wellington and St. Joseph facilities via a wireless link. The network on the main campus is a Cisco-based Gigabit Ethernet backbone with 10/100Mb switched Ethernet end stations. The Ethernet backbone is a pair of Cisco 6500 chassis switches with 720 supervisor modules. The edge wire centers are also using a 6500 chassis for workstation connectivity. There are no fixed configuration Cisco switches in place. The 6500 chassis switches are connected in a mesh configuration with the core 6500s running HSRP.

Existing Servers: The server environment is primarily Active Directory with 38 Microsoft servers (Windows 2003 R2), one Apple X server, a Sun server, four Linux servers, and two IBM iSeries AS400s. The servers are located in a raised floor computer room with a UPS, generator, temperature and humidity control, and fire suppression. The servers are mostly IBM and Dell, with servers being rack mount. College has also implemented a HP Class C blade server technology utilizing VMWare executive suite software.

Existing SAN: A Sun (StorageTek) SAN is installed. The SAN is equipped with over 22TB of storage with a significant portion allocated for video storage.

- 5.5 The project can be described as a digital conversion in four areas: 1. Master Control Conversion, 2. Edit Suites, 3. Production Studio Equipment Upgrade and 4. Academic Video Lab equipment. The 4<sup>th</sup> area is an "equipment only" request at this time to evaluate, if the budget allows its inclusion in the overall conversion project.
- A. Master control Upgrade: The Master Control area will be constructed commencing October 1 and spanning through to fully complete, INCLUDING COMPLETION OF TESTING, by December 19, 2008. Training on new master control functions will begin January 2, 2009 and will continue following. Complete switch over and move will be targeted for the week of February 2, 2009.

**Regarding the SDI Specification of the Bid:**

The system will be based around automation capable of controlling 6-8 machines, 3 server channel I/O, a 4 channel schedule based on controlling one channel of a traditional master Control switcher and 3 router output crosspoints. Asset Management solutions will be seen as alternates

The switching of the channels will be based on single channel master control panel with one internal branding channel. The other three channels will be fed from destinations of the router. These channels will feed fiber modules that transmit to the microwave facility already in place.

Multi-viewing of 24 sources will be accomplished with two mult-viewer interfaces displayed on 2-46" LCD monitors mounted on 80-20 bracketing in the new consoles. The heart of the system will be an 80x80 multi-bit HD-SD router in a 128x frame with stereo analog audio with designed 32 port down conversion to assist with integration of OFE equipment. Additionally A-D/D-A modules with frame syncs and tied audio synchronizing modules will be included to facilitate OFE machines, satellite receivers and tie-line patch points. Additional router control panels will facilitate operation in master control and the QC racks, along with a web front end available for selected individuals at desk or other positions, e.g. the main producers' desk. An Up/Down/Cross Converter will be added to facilitate any need of HD production resources in the SD channel paths.

A broadcast level server with media ports, with varying configuration options and storage will be included with up to 3 input/output channels of SDI with capable configurations in the future to include HD-SDI and multiple file formats.

8 racks will be added to hold current OFE satellite receivers, patching, routing, servers, OFE machines, and will operate adjacent and in conjunction with the VOD project that is currently ongoing. Additionally, a pre-determined number of encoders for VOD (at least 12) will be tied to the router and the satellite receivers to facilitate use in the VOD services. A master pulse generator will drive 6 video utility DA's for house timing and additional time code generator with GPS will be added to drive house clocks and provide time code.

The L-Shaped console specified will be required in the master control area, facilitating the 80-20 solution for hanging the monitors described above regarding multi-view monitoring.

**Regarding the HD-SDI portion of the Bid:**

Pricing is being requested to allow for decision-making to determine if budget parameters allow for an immediate move to HD-SDI plant operations and infrastructure.

The system will be based around automation capable of controlling 6-8 machines, 6 server channel I/O, a 4 channel schedule and asset management.

The switching of the channels will be based on 4 channel master control panel with one internal branding channel and an additional set of logo branding agents for each additional channel. These channels will feed SDI fiber modules that transmit to the microwave facility already in place. Up/Down/Cross Converters will be added to facilitate the use of HD production resources in the SD channel paths and to provide conversion before the transmission path of fiber lines.

Multi-viewing of 24 sources will be accomplished with two mult-viewer interfaces displayed on 2-46" LCD monitors mounted on 80-20 bracketing in the new consoles. The heart of the system will be a 96x96 multi-bit HD-SD router in a 128x frame with stereo analog audio with designed 32 port down conversion to assist with integration of OFE equipment. Additionally A-D/D-A modules with frame syncs and tied audio synchronizing modules will be included to facilitate OFE machines, satellite receivers and tie-line patch points. Additional router control panels will facilitate operation in master control and the QC racks, along with a web front end available for selected individuals at desk or other positions, e.g. the main producers' desk. A broadcast level server with media ports, with varying configuration options and storage will be included with up to 6 input/output channels of SDI with built-in configurations of HD-SDI and several internal file formats.

8 racks will be added to hold current OFE satellite receivers, patching, routing, servers, OFE machines, and will operate adjacent and in conjunction with the VOD project that is currently ongoing. Additionally, a determined number of encoders for VOD will be tied to the router and the satellite receivers to facilitate use in the VOD services. A master pulse and clock generator pair will be connected to an automatic changeover switch for redundancy and the clock generators will have GPS options.

Consoles will be required in the master control area along with a space allocation and tie lines from a “multi-venue” position. This position will allow for HD-SDI switching, monitoring, acquisition and storage of video signals from other locations on campus for purposes of live/post production services and support.

- B. Edit Suites: Edit suite area will be constructed commencing June 23, 2008 and spanning through to fully complete, INCLUDING COMPLETION OF TESTING, by July 23, 2008. Edit Suite functions will be moved possibly overlapping with this construction schedule, as appropriate, however full move and cut-over of all edit suite function will be completed by July 23, 2008. Avid LanShare, server and one edit station will need to remain functional during the majority of the construction, the final move will to be need coordinated such that duration of downtime is no more than 3-5 working days but remain within July 23, 2008 completion requirement.

**Regarding the SDI Specification of the Bid:**

The current space for editing is being moved from space in Learning Resources (LR) to modified space in the Advance Technology Building (AT). There are currently 3 AVID Media Composers with Adrenaline Software that may be upgraded to Adrenaline HD with hardware additions alternates based on budgetary considerations. An Additional Avid Adrenaline HD may be added, along with necessary ancillary equipment to bring the total “like” edit suites to 4. Some of the current owner Furnished Equipment (OFE) will stay; however, monitoring and measurement, tape machines, disk based storage will be added based on the alternates, options and budgetary considerations and comparisons.

Some of the existing OFE equipment will be placed in two racks within the modified space to create “Smithsonian Racks”, allowing access from the edit suites and some work flow within the racks, as well. Some of this equipment includes Betacam SP, SVHS, DVD and DVCAM formats, along with patching, routing and control access features.

Transcoding solutions are requested for “real time” transcoding from AVID watch folders to multiple formats, including, Windows media, Quick Time, AVI, Simple MPEG-2, MPEG4, etc.

Current desks and work spaces will move to the modified locations. In addition a new whisper booth and integration to such will be included in the modified space.

Integrator will be responsible for appropriate power conditioning and UPS to support equipment in Edit Suite spaces.

**Regarding the HD-SDI portion of the Bid:**

Once again, pricing is being requested to allow for value decision-making to determine if budget parameters allow for an immediate move to HD-SDI plant operations and infrastructure.

The current space for editing is being moved from space in Learning Resources (LR) to modified space in the Advance Technology Building (AT). There are currently 3 AVID Media Composers with Adrenaline Software that **WILL** be upgraded to Adrenaline HD with hardware additions. An Additional Avid Adrenaline HD **WILL** be added, along with necessary ancillary equipment to bring the total “like” edit suites to 4. Some of the current owner Furnished Equipment (OFE) will stay; however, HD monitoring and measurement, HD Ingest and HD Storage, both tape based and disk based will be added.



Some of the existing OFE equipment will be placed in two racks within the modified space to create "Smithsonian Racks", allowing access from the edit suites and some work flow within the racks, as well. Some of this equipment includes Betacam SP, SVHS, DVD and DVCAM formats, along with patching, routing and control access features.

Transcoding solutions are requested for "real time" transcoding from AVID watch folders to multiple formats, including, Windows media, Quick Time, AVI, Simple MPEG-2, MPEG4, etc.

Current desks and work spaces will move to the modified locations. In addition a new whisper booth and integration to such will be included in the modified space.

Integrator will be responsible for appropriate power conditioning and UPS to support equipment in Edit Suite spaces.

- C. Production Studio Space: Production Studio will be constructed commencing July 23, 2008 and spanning through to fully complete, INCLUDING COMPLETION OF TESTING, by October 1, 2008. Production Studio functions will be halted during this construction schedule; however restoration of studio operation will be completed by October 1, 2008. Full integration of the studio with new master control area to follow with the master control project completion December 19, 2008.

**Regarding the SDI Specification of the Bid:**

Although major renovation and relocation for the television studio is not scheduled during the moves for Edit Suites and Master Control, the equipment will be upgraded and reinstalled to the current location, as best as possible given the space logistics and administration.

A 2 ME SDI switcher with 3-D effects, multiple keys, aux's and two DSK's will be implemented along with manual pedestal systems for SDI camera systems via triax. The camera systems/mounting will allow for a prompting system for all cameras. A HDV tape deck and a multiple-channel SDI server will allow for clip, feature, long form play back and recording within the space. A single channel SD character generator is required, as is two multi-display monitoring interfaces capable for 24 sources in two 46" LCD's, mounted in 80-20 bracing in the new console space.

A TV broadcast audio console with two compressor limiters, output modules tailback functionality, phone interface capabilities tied to amplification and new speakers comprise the audio system.

Two racks will be added for a shading position tied to the switcher external aux buss panel with OCP's in a pull out drawer with SDI rasterized waveform/Vector monitoring, patching and interconnect to three panels in the studio for audio video IO.

Additionally lighting improvements including hardware, dimming, and controls are being required, while additional fixtures are being considered as an alternate based on budgetary decisions. Batons will fix to current grid structure. An electrical contractor, subcontracted by the Bidder and approved by the College, will connect and energize the batons, but the integrator will mount the batons, place the fixtures and extensions, provide and mount the dimmer rack and provide for control wiring from the dimmer location to the control console at the recommendation of LCCC and the consultant. Trades must comply with State of Ohio licensure and prevailing wage requirements.

Integrator will be responsible for appropriate power conditioning and UPS to support equipment in Production Studio space.

**Regarding the HD-SDI portion of the Bid:**

Pricing is being requested to allow for value decision-making to determine if budget parameters allow for an immediate move to HD-SDI plant operations and infrastructure.

Although major renovation and relocation for the television studio is not scheduled during the moves for Edit Suites and Master Control, the equipment will be upgraded and reinstalled to the current location, as best as possible given the space logistics and administration.

A 2 ME Multi-definition switcher with 3-D effects, multiple keys, aux's and two DSK's will be implemented along with manual/robotic pedestal systems for 108i /720p HD camera systems over fiber. The camera systems/mounting will allow for a prompting system and talent monitors for all cameras. A HDCAM tape deck and multiple-channel Multi-Def server will allow for clip, feature, long form play back and recording within the space. A single channel HD character generator is required as is two multi-display monitoring interfaces capable for 24 sources in two 46" LCD's, mounted in 80-20 bracing in the new console space.

A TV broadcast audio console with two compressor limiters, output modules tailback functionality, phone interface capabilities tied to amplification and new speakers comprise the audio system.

Two racks will be added for a shading position with an external aux buss with OCP's in a pull out drawer with rasterized waveform/Vector monitoring, patching and interconnect to three panels in the studio for audio video IO.

Additionally lighting improvements including hardware, dimming, controls and fixtures are requested. Batons will fix to current grid structure. An electrical contractor, subcontracted by the Bidder and approved by the College, will connect and energize the batons, but the integrator will mount the batons, place the fixtures and extensions, provide and mount the dimmer rack and provide for control wiring from the dimmer location to the control console at the recommendation of LCCC and the consultant. Trades must comply with State of Ohio licensure and prevailing wage requirements.

Integrator will be responsible for appropriate power conditioning and UPS to support equipment in Production Studio space.

- D. Internet Protocol (IP) Network infrastructure integration: Scheduled throughout Master Control, Edit Suite, and Production Studio builds.

This system will need to interface with the campus IP data network and Storage Area Network (SAN) for integration of as specified by the Owner for system management, video file work flows, status and performance monitoring in compliance to College data network/equipment standards. System Contractor will need to work closely with College's IP network engineer to design infrastructure, connectivity, network switch and related equipment selection, and configuration. This collaboration around specification of networking equipment is to insure that the College has the ability for managing, monitoring, and configuring, to insure integration of digital design system infrastructure.

- E. Campus Video on Demand (VOD) System integration:

The integrator will be responsible for integrating planned router destinations/conversion devices to specified encoders (approximately 6 destinations) to make router sources available to the VOD system beyond the current sources being added now, i.e., cable demods, IVDL classrooms, satellite receivers, etc.

- F. Electrical Services: Scheduled throughout Master Control, Edit Suite, and Production Studio builds.

Electrical work necessary for 5.5.A – 5.5.C will be coordinated with each project component. Any electrical contractor, subcontracted by the Bidder and approved by the College, must comply with State of Ohio licensure and prevailing wage requirements. Please refer to the UPS:Uninterruptible Power Supply header located in the Edit and Production Studio sections of the System Equipment and Support Hardware Specification (Bid Spreadsheet) for both SDI and HD.

- G. Training:

The Integrator shall coordinate training opportunities with the project manager and owner to provide training in all aspects of system configuration and operation including the following:

1. Specific equipment and overall system setup, customization and configuration.
2. Overview and detail level of equipment, component and system operation.
3. Operator training in comprehensive system operations and workflow.

H. Project Management:

Scope of project includes vendor project management, equipment, integration (installation, cabling, configuration), coordination of subcontractors, training, documentation, testing.

I. Maintenance Agreements-Service Contracts

Vendor is expected to provide extended manufacturers' warranty pricing for 3 and 5 year on all items where such warranty is offered. It is anticipated that these warranties will be available on all major systems components and modules, e.g., the router, switchers, servers, etc. and should provide some detail as to the manufacturer's practices, procedures, limitations and offerings provided by the bid price offered. If manufacturer's offer warranties beyond the 3 and 5 year specifications, or there are any deviations from the requested information, the integrator will provide such information and extend the offers of warranties by the manufacturers and a description of liabilities and limitations, if they apply. If additional pieces, other than major items, hold warranties and available extended warranty opportunities, the integrator will provide this information, as well. The College reserves the right to select the individual items for extended warranty from the detailed list presented in this attachment.

In addition, Bidder will provide a cost of extended services support in the form of a service contract for a 3 year and/or 5 year terms. This support contract will include pricing for parts and labor. The service contract will outline response times, maintenance definitions, portal-portal charges, labor charges for regular hours and outside hours of normal operation and any other items the integrator deems appropriate and necessary. The general goal of the service contract is to provide the ability to manage the implementation of the 3 and 5 year manufacturer warranties. This management may include labor to remove and replace warrantee parts and system components, make minor system changes when the replacement component change the design of the system and to facilitate the returns and allowances required by the manufacturer to facilitate the extended warranty.

*[End of section]*

---

---

**SECTION 6: PROJECT INSTALLATION SCHEDULE**

---

The College will make every effort to adhere to the schedule detailed below:

<ul style="list-style-type: none"> <li>▪ Contract award date:</li> <li>▪ Contractor Mobilization:</li> <li>▪ Contractor/Owner Project Coordination Meeting:</li> </ul>	<p>June 11, 2008</p> <p>June 12-20, 2008</p> <p>June 18, 2008</p>
<ul style="list-style-type: none"> <li>▪ Edit Suite Installation Complete:</li> <li>▪ Master Control Installation Complete:</li> <li>▪ Studio Installation Complete</li> </ul>	<p>June 23, 2008 - July 23, 2008</p> <p>October 1, 2008 – December 19, 2008</p> <p>July 21, 2008 – October 1, 2008</p>
<ul style="list-style-type: none"> <li>▪ Training: <ul style="list-style-type: none"> <li>▪ Master Control</li> <li>▪ Edit Suites</li> <li>▪ Production Studio</li> </ul> </li> <li>▪ Owner acceptance</li> </ul>	<p>January 2 – February 2, 2009</p> <p>Week of July 28, 2008</p> <p>Commencing week of October 6, 2008</p> <p>Dependent upon completion of training, documentation, and punch list</p>

*[End of section]*

---

**SECTION 7: LORAIN COUNTY COMMUNITY COLLEGE TERMS AND CONDITIONS**

---

7.1 Indemnification:

Contractor agrees to indemnify the College, its governing board, officers, employees, agents, students and the State of Ohio from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, and attorney’s fees, which may arise out of Contractor’s performance of this Agreement, except to the extent such are caused by the sole fault or negligence of the College. Contractor agrees to indemnify the College, its governing board, officers, employees, agents, students and the State of Ohio from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, and attorney’s fees, suffered by failure to perform this Agreement according to its provisions and in accordance with the Statement of Services.

7.2 Governing Law:

All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.

7.3 Contingent upon Appropriation:

It is understood that any and all expenditures of College/State funds are contingent on the availability of lawful appropriations by the Ohio General Assembly or the actions of the College Board of Trustees. If the General



Assembly or the College Board of Trustees fails at any time to continue funding for the payments and/or other obligations that may be due hereunder, then the College's obligations under this Contract are terminated as of the date that the funding expires without further obligation.

- 7.4 Taxes:  
Lorain County Community College, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate is available, upon request, from the College Purchasing office.
- 7.5 Unresolved Findings:  
Vendor warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If the warranty is deemed to be false, the Agreement is void and the Contractor must immediately repay to the State any funds paid under this Agreement.
- 7.6 Suspension or Debarment:  
Vendor certifies that it is not suspended or debarred by the Federal Government or State of Ohio from participating in Federal or State funded projects.
- 7.7 Assignment:  
Neither party shall assign or transfer a Lorain County Community College Purchase Order or contract, or any interest therein, or monies payable there under, without the written consent of the other party. Any assignment made without such consent shall be null and void.
- 7.8 Absence of Sanctions:  
Contractor represents that neither it nor any of its owners, officers or employees have been sanctioned by or excluded from participation in any federal or state health care program, including Medicare and Medicaid.
- 7.9 Compliance with Law and Policies
- Contractor hereby covenants and agrees that in the course of Contractor's performance of its duties hereunder, Contractor will comply with all applicable federal, state and local government statutes, ordinances and regulations, and College policies and procedures.
  - If professional licensing or certification constitutes a qualification for Contractor's performance under this Agreement, Contractor will make immediately available, at the College's request, a copy of said certification or licensure.
  - The Contractor warrants that it has complied with all federal, state and local laws regarding business permits and licenses of any kind, including but not limited to:
    - Family Educational Rights and Privacy Act (FERPA)
    - Gram-Leach-Bliley (GLB) Act
    - Health Insurance Portability and Accountability (HIPAA) Act of 1996
    - Privacy Act of 1974
    - OSHA Compliance
  - The Contractor agrees to comply with all applicable Federal, State and Local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in any work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 7.10 Non-Discrimination:  
Pursuant to R.C. §125.111, and Executive Order 11246, Laws and Regulations of the State of Ohio, the Vietnam Era Veterans Readjustment Assistance Act and policy of the College, the Contractor agrees that Contractor, and any Sub-supplier there of, or any person acting on behalf of Contractor or a Sub-supplier, will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry, or status as a disabled veteran or Vietnam era veteran against any citizen of this state in the employment of any person qualified and available to perform the work under the agreement. The successful Contractor further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. Any breach thereof may be regarded as material breach of contract or purchase order. The Contractor further agrees that Contractor, any Sub-supplier, and any person acting on behalf of Contractor or its Sub-supplier, will not in any manner, discriminate against, intimidate, or retaliate against any employee hired for

the performance of work under the agreement on account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry, or status as a disabled veteran or Vietnam era veteran. Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and annually will file a description of that program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services.

7.11 Limitation of Liability:

- A. The College's liability for damages, whether in contract or in tort, will not exceed the total amount of compensation payable to Contractor under this Agreement.
- B. IN NO EVENT WILL THE COLLEGE BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE COLLEGE IS ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- C. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, THE CONTRACTOR WILL BE LIABLE FOR ANY PERSONAL INJURY OR DAMAGE TO THE COLLEGE IN PERFORMING THE SERVICES, INCLUDING DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, CAUSED BY ITS FAULT OR NEGLIGENCE.

7.12 Insurance:

Contractor ("Contractor") shall purchase and maintain liability insurance which will protect the Contractor from claims which may arise out of or result from the Contractor's performance or obligations under the contract, whether due to action or inaction by the Contractor, or any person for whom the Contractor is responsible.

7.13 Suspension and Termination Provisions:

- A. The College reserves the right to terminate this Agreement for any reason and at any time upon 30 days written notice to Contractor. In the event of termination prior to completion of all services described in Part 5.0 Project Overview and 8.0 Scope of Work of attached Work Guidelines, the amount of the total fee to be paid the Contractor will be determined by College on the basis of the portion of the total Services actually completed up to the time of such termination.
- B. If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure such non-performance or violation within ten (10) business days following delivery of written notice of the breach.

7.14 Customer Service:

- A. It is expected that all Contractors working with the College associates maintain a professional and courteous nature and that phone calls and order confirmations be promptly returned.
- B. It is the desire of the College that a dedicated Customer Service Representative, or team thereof, be placed on the College account during regular business hours with e-mail capabilities.
- C. It is the Contractor's responsibility to communicate changes in representatives and coordinate introductions to key personnel at the College. This includes sales and internal customer service reps.

7.15 Meetings:

The Contractor is required to meet with the Project Manager and the College to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the College in the performance of their respective obligations, at no additional cost to the College.

Regular status meetings will be held bi-weekly on site on topics pertinent to College, contractor or product manufacturer interests, and run by Project Manager. Agenda to be published in advance, minutes recorded and published to all parties in a within one week. Manufacturer or other required participants can participate via audio teleconferencing or webinars where needed.

7.16 Conflict of Interest:

Contractor acknowledges that no conflict of interest exists between the Contractor and the College, or Contractor and its employees, or any members of their families in relation to any College policies or guidelines or state laws. Any person who acquires a conflicting personal interest as of the date the services begin must immediately disclose such interest to the College in writing. Contractor will not participate in any action affecting the services

of this Agreement unless the College has determined that such participation would not be contrary to the public interest.

7.17 Ethical Conduct:

It is expected once an agreement is issued, Suppliers (awarded or not awarded) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of Lorain County Community College. College reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a Supplier. Such actions include, but are not limited to: establishing guidelines for campus visits by Supplier, and/or removal of a Supplier from College's supplier list.

7.18 Public Records:

Contractor understands that any records kept or maintained by the College, including any quotes or pricing of Contractor, may require disclosure under Ohio's Public Records Act, R.C. § 149.43 and Ohio law and Contractor consents to such disclosure.

7.19 Advertising:

No Contractor providing products or services to the College will appropriate or make use of the name or other identifying marks or property in its advertising.

7.20 Warranty:

Contractor warrants that the work performed and equipment supplied hereunder will be of first quality, in full compliance with the requirements of the Agreement, and free from defects in material, workmanship and design for one year from initial operations. If any aspect of the above warranty will be breached, Contractor shall, upon receipt of notice thereof from College and at Contractor's sole cost and expense, promptly repair or replace the defective materials, workmanship, or design or pay the College the costs and expenses incurred by College in conducting such repair and replacement.

7.21 Force Majeure:

Neither party will be liable or deemed in default for any delay or failure in performance under an Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fires, explosions, earthquakes, floods, the elements or any other cause beyond the reasonable control of such party.

7.22 HB694 Campaign Contributions:

Vendors who supply goods or services to the College are required to certify they are in compliance with the statutory limits for campaign contributions. Individuals or businesses that have exceeded the contribution limit within the previous two calendar years are prohibited from receiving contracts for goods or services costing over \$10,000. By accepting and fulfilling the College's Purchase Order or contract, the Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. §3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. §3517.13.

7.23 Confidentiality:

College acknowledges some of the information provided by Contractor may be considered confidential and/or proprietary. However, if College, as a public entity, receives a public records request for a document that includes information designated by Contractor as confidential or proprietary, and not otherwise protected by the laws of intellectual property of the State of Ohio, College will first notify Contractor of the request. If Contractor wishes to seek to block the release of the requested public record document believed to contain proprietary or trade secret information, College will allow a reasonable time for such actions to proceed prior to releasing the requested document.

7.24 Bankruptcy:

In the event of any proceedings in bankruptcy or insolvency by or against the Seller, or in the event of the appointment (with or without the Seller's consent) of an assignee for the benefit of creditors, or of a receiver, the College may cancel the order for default.

7.25 Ownership Claims:

In the event of any article sold and delivered hereunder shall be covered by any patent, copyright, or application therefore, Seller will indemnify and save harmless Buyer from any and all loss, cost, or expense on account of any and all claims, suits, or judgments on account of the use or sales of such article in violation of rights under such patent, trade mark, copyright, or application.

- 7.26 Title:  
The Buyer shall take and assume legal title to the goods based on the F.O.B. indication unless otherwise specified in the Purchase Order.
- 7.27 Order Changes:  
No substitutions, alterations, additions, or deletions are authorized to this order without the written consent of the Purchasing Department. The Buyer reserves the right to return goods at Seller's expense, if the order is billed at a higher price than specified or the goods are non-conforming, unless prior written approval for the modification has been obtained. No extra work, additions, or alterations will be paid for by the College unless approved by and performed pursuant to written order of LCCC's Purchasing Department.
- 7.28 Price Adjustment:  
If price shown is not quoted and cost is more than \$50.00 above estimate, this order is not valid except by specific approval from the Purchasing Department.
- 7.29 Samples:  
Samples may be requested for inspection and approval prior to manufacture or delivery.
- 7.30 Inspection, Acceptance, and Payment by Buyer:  
All goods shall be received subject to Buyer's right of inspection and rejection of non-conforming or defective goods. Those goods rejected as a result of inspection will be held for Seller's inspection at Seller's risk and, if Seller directs, will be returned at Seller's expense. Freight to and from original destination for excess goods, except for customary quantity variations recognized by trade practice, will be paid by Seller. Payment for goods/services on LCCC Purchase Orders prior to inspection shall not constitute acceptance of goods/services later received.
- 7.31 Packing and Cartage:  
Goods are to be shipped to the College's designated destination as F.O.B. Destination. No charge for packing or cartage will be allowed except as stated on the original purchase order without approval of the Purchasing Department prior to shipments.
- 7.32 Specified Delivery:  
In the event of Seller's failure to deliver as and when specified, Buyer reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and Seller agrees that the Buyer may return part, or all, of any shipment so made and may charge Seller with any loss, or expenses, sustained as a result of such failure to deliver.
- 7.33 Serial Numbers:  
Manufacturer serial numbers must be shown on the invoice for each of the items ordered that have a serial number. Payment will be withheld until serial numbers are furnished.
- 7.34 Payment
- A. Purchase Price. The Contractor agrees to sell to the Owner and the Owner agrees to purchase the System(s) at the price set forth in the Bid Spec Package Summary Page of the bid response.
  - B. Payment Terms. Payment shall be in accordance to the following schedule:
    - (1) Progress billing will be made monthly for labor-to-date expended by the Contractor and/or Equipment that is delivered, and installed, based on a mutually agreed upon percentage of completion between the Owner and the Contractor. Total progress payments shall not exceed 90% of the total Purchase Price.
    - (2) 10% of the total Purchase Price will be held as retainage, payable within thirty (30) days of Final Acceptance of the completed System(s) by the Owner or its designated representative. The retainage shall be payable based upon the Final Acceptance of all Sites.



- C. Request for Payment. The Contractor shall submit to the Owner's project manager the standard AIA Application for Payment forms upon completion of the payment terms referenced in Paragraph A above. Approved invoices shall be paid within thirty (30) days from date of approval of the invoice. In the event of disputes and invoice is not approved, Owner shall notify Contractor within ten (10) days of receipt of the invoice. Payments will not be delayed unless Contractor is unable to resolve the disputed matter to Owner's satisfaction ten (10) days prior to the payment due date.
- D. Prevailing wage documentation. Trades must comply with State of Ohio licensure and prevailing wage requirements. Payroll reports are required and final affidavit must be received and approved by the College's prevailing wage coordinator prior to release of final payment.
- E. Taxes. The Purchase Price is inclusive of any applicable taxes. The Owner, however, is a tax-exempt entity except if the project makes additions and/or enhancements to real property.
- F. Payment Disputes. Disputes regarding requests for payments will be communicated to Contractor by College's Project Manager on behalf of owner, in writing, within ten (10) days of the receipt of AIA form and request for payment. Payments will not be delayed unless Contractor is unable to resolve the matter to Owner's satisfaction ten (10) days prior to payment due date.

### 7.35 Installation and Acceptance

- A. Installation Plan. The Contractor shall install the System(s) according to this document and the construction schedule. In the event that the Contractor fails to meet measurable progress goals set forth in construction schedule approved by the Owner, and such delays are within the Contractor's control, the Contractor shall deploy additional resources necessary to assure meeting the agreed upon overall schedule. In the event the Contractor is unable to complete the installation schedule of the System(s) by the installation date set forth above, the Owner shall have the option to terminate this Agreement, award the remaining work to another Contractor or re-negotiate a final completion date. In the event Owner so terminates the Agreement and awards the remaining work to another contractor, Contractor shall hold Owner harmless from any remaining unpaid costs or fees at the time of termination. Any changes or deviations to the installation timetable caused by failure of the Owner or any third parties to meet the completion date set forth herein, shall result in a schedule adjustment in the same magnitude which shall be subject to the Contractor's approval, which approval shall not be unreasonably withheld.
- B. Project Manager. The Contractor designates \_\_\_\_\_ as the Project Manager for the duration of the project. Project Management is to be within the guidelines as defined in the RFP.
- C. Legal Compliance. The Contractor shall comply fully with all federal, state and local laws, statutes, ordinances, rules, regulations and codes applicable to the work performed as well as all applicable provision of the Occupational Safety and Health Act. This includes, but is not limited to, prevailing wage and fringe benefit rates as specified in Ohio's Prevailing Wage Act, MCL 408.551 et. seq., as applicable. The Contractor shall be responsible for adhering to all local and state fire codes and shall be responsible for firestopping all penetrations utilized.
- D. Employee Qualification. Lead engineer must be certified in one of the following: FCC Licensing, SBE Certification, professional manufacturer's certification. All Contractor's employees shall be thoroughly experienced in the particular class of work in which they are employed. In the event Owner determines that Contractor's employees are unqualified, unresponsive or otherwise unacceptable, Contractor will remove and replace said staff from the Owner's project in consultation with the Owner.
- E. In the event that an employee of the Contractor is, in the reasonable opinion of the Owner, uncooperative, incompetent or otherwise unacceptable, the Contractor agrees to remove such person from responsibility in the project. In the event of such a removal, the Contractor shall, within fifteen (15) days, fill this representative vacancy in consultation with the Owner. Regardless of whom the Contractor has designated as the Project Manager, the Contractor remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.
- F. Project Status. The Contractor shall provide regular written status updates every two weeks.

- G. Access to Sites. The Contractor will coordinate access to the sites per the procedures outlined by the Owner.
- H. Integrator accepts responsibility for certifying delivery, condition, fitness, and accuracy of all equipment and materials orders and shipments. LCCC Receiving Department may receive equipment and materials deliveries to LCCC and will deliver to an agreed upon location for storage, staging, or installation.
- I. Integrator will document, maintain and provide a master inventory of all equipment, software, drawings, documentation or any other materials constituting the system including item inventory number, description, location, cost, warranty schedule, serial number, document number, LCCC asset ID (where applicable), etc. This is part of the expected documentation of the project and will conform to the standards for documentation outlined in section 8.4
- J. Compliance with OSHA. Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act throughout the duration of the project. Contractor shall also comply with all applicable laws, statutes, regulations, ordinances, codes, orders, rules, and regulations in existence as of the date of this Agreement.
- K. Testing. The Contractor shall perform all testing as to meet specification identified in the RFP and applicable bulletins.
- L. Documentation. The Contractor shall provide all Documentation as required in the RFP and applicable bulletins.
- M. Site Damage. The Contractor shall be responsible for restoring physical site to original status if said damage is the result of the Contractor. Contractor remains the ultimate responsible party for any damages performing the tasks and responsibilities presented in this Agreement
- N. Training. All training will be complete prior to final acceptance. The contractor shall provide training as outlined in section 5.5.F

7.36 Agreement/Contract Documentation precedence.

“Contract Documentation” precedence shall be (i) this Request for bids dated May 2, 2008, (ii) bid request bulletins and clarifications attached hereto, (iii) the Contractor’s Response to owner’s request for bids due on or before May 23, 2008, (iv) the agreed upon Implementation Schedule, (v) Owners Purchase Order.

*[End of section]*

## **SECTION 8.0: SCOPE OF WORK: INTEGRATOR WORK GUIDELINES**

---

8.1. Work Provisions

Integrator shall provide, turnkey multimedia systems (encompassing project management, equipment, integration labor, technical expertise, documentation, training, problem solving) performing all of the services and functions as described herein, together with all other apparatus, cable, materials, labor, tools, transportation, and any other resources necessary to provide complete systems. Specifically, the work shall include, but not limited to:

- A. Employee Qualification. Lead engineer must be certified in one of the following: FCC Licensing, SBE Certification, professional manufacturer’s certification. All Contractor’s employees shall be thoroughly experienced in the particular class of work in which they are employed. In the event Owner determines that Contractor’s employees are unqualified, unresponsive or otherwise unacceptable, Contractor will remove and replace said staff from the Owner’s project in consultation with the Owner.

In the event that an employee of the Contractor is, in the reasonable opinion of the Owner, uncooperative, incompetent or otherwise unacceptable, the Contractor agrees to remove such person from responsibility in the project. In the event of such a removal, the Contractor shall, within fifteen (15) days, fill this representative vacancy in consultation with the Owner. Regardless of whom the Contractor has designated as the Project Manager, the Contractor remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

- B. Generating and submitting Shop Drawings as required for approvals and As-built drawings as specified herein. If design engineer is selected as equipment and integration contractor, then all shop drawings are submitted to and approved by the owner approved (and contracted) project manager.
- C. Provide all cable and pull strings in conduits for the specified multimedia systems. All required conduits provided by the Bidder.
- D. Furnishing and/or installing all equipment as specified. Provide pricing for the provision of all items necessary to supply a complete, operational and working system. Material required for the provision of such a system not expressly addressed in the specifications, but realized by the Bidder to be essential for the system installation functionality, is understood to be the responsibility of the Integration Contractor.
- E. Install Owner furnished equipment as specified.
- F. Providing camera mounts, monitor mounts, and loudspeaker mounts, as specified.
- G. Interconnecting all components, both internal and external to rack cabinets.
- H. Providing and coordinating cable management hardware as required including: that required internally to rack cabinets; that required between pieces of equipment not housed in rack cabinets; that required at technical furniture; and that required to extend cabling from rack cabinets and equipment to the greater facility cabling infrastructure.
- I. Providing technical furniture as specified.
- J. Coordinating room layouts, furniture, and general room construction in order to provide proper implementation of design goals.
- K. Closely coordinating with client representatives, to confirm systems functionality and performance requirements and continue communications throughout the installation, de-bugging, and commissioning processes.
- L. Ensuring that all individual components function as intended by the design specification.
- M. Ensuring that the entire systems function as intended by the Specification.
- N. Testing, adjusting and fine-tuning the completed system and components.
- O. Documenting the completed installed system as defined herein.
- P. Conducting training in system operation for the Owner's designated representatives(s) as specified herein.
- Q. Verifying the accuracy of all Master quotes prior to ordering. Where given, Master Quote numbers or other quotation numbers for particular manufacturers have been provided for cost estimating purposes only.

## 8.2 Installation Practices

- A. General
  - (1) All equipment shall be installed in accordance with this Specification, approved shop drawings, and manufacturer's recommendations.
  - (2) All equipment with the exception of portable equipment shall be firmly fastened or attached in place. A safety factor of at least four shall be utilized for all brackets, fasteners and attachments.
  - (3) In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall aesthetic factors.
  - (4) Integrator shall insure that all equipment is installed such that proper cooling and ventilation is insured.
  - (5) All equipment shall be installed in a manner, which prevents hum, RF/EMI/EMF interference, and mechanical vibration based noises (e.g. fan mounts, etc.)
  - (6) All equipment shall be protected from construction dust and debris until final acceptance of the system.
  - (7) All equipment shall be protected from theft until final acceptance of the system.
  - (8) Any equipment designed for use by end-users in the facilities will be installed with theft deterrence/protection mountings and fasteners. Any tools required to mount/un-mount this equipment will be furnished to the Owner at the date of Owner acceptance.
  - (9) Integrator shall be under obligation to protect completed work and uncompleted work against damage or loss until the Owner has given final acceptance. Should the need arise to repair work or replace items, the Integrator shall do so at no cost to the Owner.

- B. Furniture
- (1) Integrator shall ensure that equipment or mounting hardware is compatible with and suitable for installation in furniture specified by the Owner.
  - (2) Integrator shall exchange with and follow such Shop Drawings as to ensure that dimensions and structural supports are adequate for the installation of specified equipment. It is the Integrator's responsibility that the request and delivery of such critical coordination information is satisfactorily executed.
- C. Equipment Racks and Equipment Rack Cable Management
- (1) Racks shall be installed and wired in such a way so as to permit reasonable access to all equipment and service loops for all tape devices.
  - (2) Racks are considered complete components and should be completely assembled and tested at the Integrator's facility prior to onsite installation.
  - (3) All equipment in racks shall be fitted with vent panels and/or fans as required to provide ventilation and cooling according to equipment manufacturer's recommendations.
  - (4) Adjacent racks shall be bolted together with appropriate ganging hardware.
  - (5) As a general practice, all power cables, control cables, and high-level cables shall be dressed to the left rear of an equipment rack. Audio and video cables shall be dressed to the right rear of the rack. Audio, video and control cables shall be bundled separately and spaced not less than three (3) inches apart.
  - (6) Internal equipment rack cabling shall be supported by lacing strips, support brackets, or other cable management systems as required to ensure that all cabling is supported in both the vertical and horizontal planes within the rack.
  - (7) With the exception of ganged equipment rack assemblies, cabling routed between equipment racks or pieces of equipment exterior to equipment racks or extending to the greater facility cabling infrastructure, shall be completely protected, end-to-end, by a raceway, wire-way, or duct appropriately sized for the cable run.
  - (8) Cabling between rolling pieces of equipment not housed in rack cabinets or a rolling equipment rack and any device to which it is connected, shall be protected by a split-loom corrugated tubing wrap or other such flexible cable management system appropriately sized for the cable run.
  - (9) Any controls not to be adjusted by the user and accessible from the front of the equipment rack will be furnished with security panels.
- D. Cabling
- (1) All cabling and termination shall be executed in adherence to standard industry practices and as outlined in:
    - (a) Philip Giddings. Audio Systems Design and Installation. Boston: Focal Press 1990.
    - (b) Kenneth I. Deschler. Cable System Design and Installation. McGraw-Hill, Inc. 1987.
  - (2) All cables shall be clearly labeled in accordance with owner's specifications. Integrator will not fail to inquire with owner representative as to owner's cabling specifications prior to commencing project. Documentation of all cabling terminations, patch panels, routes, etc are required in electronic form as part of documentation standards outlined in sections 7.35L and 8.4.B.2.c.iii including drawings, lists, spreadsheets in both hardcopy, and electronic form.
- E. Cable Installation
- (1) Non-contiguous cable support mechanisms such as hangers, rings, and hooks shall not be spaced farther than four (4) feet apart. All manufactured raceways used for cables shall be installed according to the raceway manufacturer's specifications.
  - (2) Cable runs shall be supported with devices designed for this purpose and are to be installed independent of any other structural component.
  - (3) Cables routed vertically up walls, or between floors as vertical riser, shall be supported with clamps or other mechanisms. These supports shall occur at least three times per floor.
  - (4) Cable pulling tension may not exceed manufacturer recommendations. Where cable-pulling lubricant is used, the lubricant will be compatible (non damaging) with the conduit and cable sleeve materials and will not harden over time to prevent future pulls.
    - (5) Cable stapling of any recognized media type shall not be permitted.
  - (6) Cables shall be dressed in conveniently sized bundles and either laced or banded. Lacing or banding shall not be so tight as to deform cable bundles.

- (7) Cabling installed with a bend radius less than that recommended by the cabling manufacturer is not acceptable.
- (8) Cables and bundles terminating at equipment or connector panels shall be supported so as not to put strain on connections or connectors.
- (9) All cables, with the exception of video or pulse cables, which must be cut to an electrical length, shall be cut to the length dictated by the run. No splices shall be permitted in any pull boxes without prior approval of the Staff of LCCC.
- (10) Cabling for equipment mounted in drawers or on slides shall be provided with a service loop of appropriate length. A cable management support for the service loop shall be provided to prevent the service loop travel from interfering with the operation of the drawer or slide, or snagging on adjacent cabling.
- (11) Microphone level, line level, loudspeaker level, and video lines shall be run in separate conduits, trough, raceway divider, and cable bundles. Low voltage DC and control may be run along with any but microphone or line level runs.
- (12) Microphone line shields shall be grounded only at pin 1 of the microphone frame and at pin 1 of the control console input connector or patch field termination.

#### F. Termination

- (1) All termination components will meet or exceed all specifications for given media type and application as described in this document and system drawings.
- (2) Crimp on connectors shall be installed only on the appropriate size cable using the manufacturer recommended crimp tool and die set.
- (3) Connections to electronic devices providing screw terminals shall be terminated using the appropriate gauge insulated spade or ring crimp terminal connector and crimp tool.
- (4) All mechanical solder-on connectors shall be attached to cable ends using rosin core solder.
- (5) Audio signal cable shields shall be protected with the appropriate gauge Teflon or heat-shrinkable tubing. The jacket end of each audio cable shall be fitted with the appropriate gauge heat shrinkable tubing to provide additional protection to the base of the shield or shield foil. This also applies to the inside of mechanical connectors and cables that terminate at partitioned barrier strips.

#### G. Grounding

##### (1) Technical Power

- (a) Separate electrical power for media systems in the Computer Room and the new Master Control spaces (AT119) has been provided at this site and is designated as "technical power." The technical power grid incorporates a grounding system utilizing a dedicated insulated ground cable for each receptacle, each of which is connected to the main technical power distribution panel. Integrator shall be responsible for verifying that all media systems electronics, racks, and components derive their power from technical power receptacles only.
- (b) Provide remotely manageable power conditioning/UPS with limited battery backup that is compatible with the College status monitoring network for all other equipment in the project.

##### (2) General

- (a) To avoid system noise, data errors, safety hazards, and equipment damage, all devices and cabling shall be installed using a consistent grounding scheme. All devices shall be grounded and all ground conductors shall follow a star topology. Each equipment rack and each piece of signal bearing equipment shall be connected such that there is never more than a single path to ground. This section offers guidelines for grounding and shielding methodology. Grounding and shielding methodology may need to be augmented or modified for certain pieces of equipment or interconnections in order to meet the requirements of other sections of this specification. Integrator shall be responsible for making necessary alterations in accordance with industry practices and such that the Performance Standards detailed in Section 5 are met.
- (b) Ground conductors referred to in this section shall be 10AWG insulated solid copper cable. Ground conductors shall be terminated using a closed ring lug, of proper size for each application, which shall be connected to system electronic components and the equipment rack master bus using nuts, bolts and lock washers.
- (c) Under no circumstances shall an AC neutral conductor be used to ground equipment.

**H. Power Distribution Within Equipment Racks**

- (1) All AC power distribution within equipment racks shall utilize a star grounding topology and isolated ground receptacles
- (2) Equipment rack power distribution systems shall be grounded by way of the 3-conductor AC line cord(s) provided with such equipment.

**I. Equipment Racks**

- (1) A “master ground bus” shall be established in the equipment rack(s) serving each area. The master ground bus shall consist of a copper bar, which shall be electrically isolated from the equipment rack, and of sufficient size to accommodate all attached ground conductors.
- (2) The equipment rack master ground bus shall be connected to the ground pin of an isolated AC outlet of the equipment rack power distribution system using a ground conductor.
  - (3) Each equipment rack chassis shall be connected to the master ground bus.
- (4) Integrator shall ensure that each equipment rack remains electrically isolated from any other ground source including conduits raceways and building steel.
- (5) Active components having a grounded AC line cord shall be grounded using the supplied AC line cord connected to the equipment rack power distribution system.
- (6) Active components without a grounded AC line cord shall be connected to the master ground bus using a ground conductor.
- (7) Passive signal carrying components, which have no AC line cord, shall be connected to the master ground bus using a ground conductor.

**J. Patch Fields**

- (1) Unless otherwise specified, all patch fields shall be configured such that device outputs appear on the top row connectors of the patch field, and device inputs appear on the bottom row. Exceptions to this rule require the prior approval of the Staff of LCCC.
- (2) All connectors used on patch fields shall be of such design that they are electrically isolated from the patch field panel.

**K. Interconnection**

- (1) All connectors used on system I/O panels shall be electrically isolated from the panel and provide a pass through (uninterrupted) ground connection.
- (2) Microphone cable shields shall be connected to the microphone frame and grounded only at the preamplifier input connector.
- (3) All audio interconnections with cable lengths greater than 10 feet shall use balanced (symmetrical) signaling. All audio signal cable shields shall be grounded only at the input connection of each device. Signal cable shields, both connected to devices and floating, shall be protected by the appropriate gauge heat shrinkable tubing. Shields at the output connector shall be folded back over the cable jacket and covered with heat-shrinkable tubing. Do not cut off unused shields.
- (4) Coaxial video and RF shields shall be connected at both ends.

**L. Pull Strings**

- (1) A nylon pull string shall be left in every conduit. In the event additional cables are pulled in after the initial cable pull, a nylon pull string shall be pulled with the added cable.

**8.3 Training.**

- A. Integrator will provide opportunity for owner to participate in system configuration and installation.
- B. Integrator will provide overview of equipment setup, customization and configuration.
- C. Integrator will provide overview of equipment/component operation.
- D. Integrator will provide operator training in comprehensive system operations and workflow.
- E. All training outlined in this section will necessitate coordination with project manager and owner.

**8.4 Performance/Documentation Standards**

- A. Final Tests

- (1) Upon approval of the Integrator's test report, and at a time that is mutually acceptable to the Integrator and Staff of LCCC, the Integrator shall assist the Staff of LCCC in final system tests and adjustments. Integrator shall allow four (4) days to perform the tests. Integrator's representatives assisting in the performance of these tests shall be thoroughly familiar with the details of the system and shall include the field supervisor responsible for installing the system.
- (2) To demonstrate the good working order of all playback devices in the system the Integrator shall make available high quality source materials for all audio and video media types represented in the system. To demonstrate the good working order of all computer-video displays the Integrator shall make available the computer-video signal generator Computer Display Devices. In addition, the Integrator shall make available a laptop computer with the ability to output 800x600, 1024x768 and 1280x1024 graphics with 16bit color depth. The computer shall be capable of varying sizes and fonts to effectively demonstrate the systems computer display imaging capabilities.
- (3) Integrator shall:
  - (a) Load source material into all input sources and the laptop computer.
  - (b) Switch randomly between all sources and demonstrate that all functions of the control system are working properly and tracking correctly.
  - (c) Demonstrate that the displays have been optimized for all sources.
  - (d) Demonstrate that the system meets the Performance Standards as specified by and agreed to by the College.

**B. Final Documentation**

- (1) Upon completion of the work, the Integrator shall condense the Master Set along with any Shop Drawings into a single "As Built" drawing set. Drawings shall include a title block naming the Project, Staff of LCCC, Contractor, drawing title, drawing number, revision number if applicable and date. Any markings or deviations, which cannot be made clear on the drawings, shall be accompanied by attached documentation, photos, or written addenda.
- (2) Integrator shall prepare to deliver three (3) copies of the documentation listed below at the time of Final Testing. One copy is to be submitted to the Owner. An additional copy is to be kept and maintained by the Integrator to facilitate service of the system. Any changes to the as Built drawings during service to the system must be provided electronically and in print to the Owner in an acceptable format.
  - (a) Integrator shall maintain a Master Set of this entire Specification, including drawings, at the site at all times during the installation. Any deviations from the Specification made during the installation shall be marked in this Master Set.
  - (b) All documentation, drawings, as-builts, meeting minutes, etc. will be submitted electronically in the authored format and publication format. For example, documents submitted in the .PDF format, shall also be accompanied by the .DOC file if authored in Microsoft Word.
  - (c) Integrator will receive written approval from the Owner, prior to fabricating or installing any materials. Approval will be given based upon shop drawings. The shop drawings shall indicate complete details of work to be performed. Integrator shall submit two (2) copies of shop drawings to the Owner. Drawings shall include a title block naming the Project, Contractor, drawing title, drawing number, revision number if applicable and date. The shop drawings listed below are required of the Integrator. If shop drawings prepared by the Consultant as part of this Specification do not require revision, those drawings do not require resubmission. Submit all Shop Drawings complete as a single submission. Isolated items will not be considered for approval, except with prior approval.
    - (i) System Signal Flow—Complete functional system signal flow of all systems described herein and meeting the functions indicated in the Specification.
    - (ii) Architectural Drawings—Floor plans, sections, and/or elevations showing the locations of all equipment in the Specification.
    - (iii) Cabling Schedule—A list containing the cable type, cable marker number, and origination and destination location and connector types for each cable.
    - (iv) Loudspeaker Mounting Details—Scaled drawings of complete loudspeaker mounting details, hardware and support surfaces, including details on all load requirements, safety factors, and structural materials.
    - (v) Panels—Scaled drawings of interconnect panels, control surfaces, and other custom interfaces.
    - (vi) Peripheral Equipment—Scaled drawings of mounting arrangements of any peripheral equipment, which may be included in the Specification.

- (vii) Equipment Rack Layouts—Fully detailed rack drawings indicating equipment orientation within the equipment rack.

#### C. Documents

- (1) The documentation shall be bound in three ring binders and organized as follows:
  - (a) A cover and spine listing the Owner, and Contractor.
  - (b) Documentation shall include master inventory including equipment, software, drawings, documentation or any other materials constituting the system including item inventory number, manufacturer, description, location, cost, warrantee schedule, serial number, document number, LCCC asset ID (where applicable), etc.
  - (c) Operator's manuals for each piece of equipment supplied by the Integrator.
  - (d) A complete set of as built drawings. One set will be D sized, bound for general use. Another set will be B size, folded and inserted into the binders in plastic sleeves.
  - (e) A detailed documented front view of all equipment racks showing the final settings for every pushbutton, rotary control, slider control, or indicator. This information may be in the form of photographs provided that sufficient detail exists to determine equipment settings.
  - (f) The electronic documentation submitted on CD-ROM shall adhere to the following formats:
    - .PDF for documents.
    - .DWG for drawings.
    - .JPG (1024x768, 24bit — minimum) for photographs.
  - (g) Alternately, if the College so chooses, the Final Documentation will be submitted electronically rather than the binders described above. The preferred formats are .PDF for documents, .DWG for drawings, and .JPG (1024x768, 24bit — minimum) for photographs. This option requires coordination with the College prior to document preparation to determine the College's preferred media type. Any copyright of the drawings are waived to allow the College to make changes as the systems change and expand.
  - (h) Warrantee and service contract information will be summarized in a reference document including item number, contract terms, contract period, and contact information.
  - (i) Final acceptance will not be considered complete without complete delivery of all documentation.

#### D. Software

- (1) Where custom software is developed as part of this project, the system source code and any associated related files, referenced files, and development software (and related documentation and license) used to compile, develop, and build, etc. the executable code will be provided to the Owner only. The source code should be well documented in accordance with industry software engineering practices.
- (2) The software developer, whether Contractor or Subcontractor, shall retain intellectual property rights; the Owner shall have a license for perpetuity for use, including the right to modify/enhance. The software code may not be sold, in part or in whole, but may be used in part or whole for any other Owner project or application, solely at the discretion of the College. If Subcontractor is used to write the software - the Integrator shall include as part of the Final Documentation submittal a signed letter on Subcontractor letterhead ownership, use, and modification rights of the code documentation as defined. The software shall be provided to the Owner on CD-ROM and on floppy disk, inserted into a plastic sleeve appropriate for each media type, and included in the binders.

#### E. System Acceptance

- (1) Integrator shall notify the Design Engineer, in writing, that the project is complete including training, final tests and final documentation.
- (2) The Design engineer will review and complete the punch list to verify all system function and operation in accordance with Design Specification and FCC regulations. Operation will be demonstrated to owner through proof of performance testing and documentation. This punch list will be created as collaboration between both the Design Engineer and the Owner.
- (3) The warranty shall commence after system approval and final payment is made. In the event that further work is required to complete this project, the Integrator shall be prepared to continue work, without additional compensation, until the system is accepted.



*[End of section]*

**ATTACHMENT A – BID OFFER SHEET**

**TO:** David Cummins, Vice President for Administrative Services/Treasurer  
Lorain County Community College  
1005 N Abbe Road  
Elyria, Ohio 44035

By signing this document I am agreeing, on behalf of my firm, to the specifications of these Bid Documents and accepting, without exception or amendment the Lorain County Community College’s Project Overview, General Information, Scope of Project, and Agreement Terms and Conditions. Any contract resulting from this Bid response shall be subject to these instructions, terms, and requirements incorporated herein.

Contractors are further advised that in accordance with the provisions of January 27, 1972, Executive Order by the Governor of Ohio, equal employment opportunity conditions are applicable to this Bid invitation. The contractor shall not discriminate against any employee or applicant for employment because of age, race, ethnicity, religion, national origin, ancestry, gender or handicap. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, ethnicity, religion, national origin, ancestry, gender or handicap. The contractor shall conform to all provisions of law relating hereto. Documents containing all pertinent requirements are on file with the Department of Administrative Services, Division of Public Works, 30 East Broad Street, Columbus, Ohio 43215.

Bidder understands that the Lorain County Community College reserves the right to reject any and all Bids, waive irregularities or technicalities in any Bid, and accept any Bid in whole or in part which is deemed to be in its best interest.

Bidder agrees that this Bid may not be withdrawn for a period of ninety (90) calendar days after due date of the Bid.

Proposer hereby certifies: (a) that this Bid is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that proposer has not directly or indirectly included or solicited any other firm to put in a false or sham Bid; (c) that firm has not solicited or induced any person, firm, or corporation to refrain from sending a Bid and (d) this Bid is in all respects fair and in good faith without collusion or fraud.

**Bidder’s Authorized Signature:** \_\_\_\_\_

**Please print or type the following:**  
Name of Bidder’s Authorized Signatory \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Contact person for Contract processing: \_\_\_\_\_

**ATTACHMENT B - PERFORMANCE BOND**

KNOWALL PERSONS BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ (Name and Address)

as Principal, and

\_\_\_\_\_ (Name and Address)

A Surety company authorized to do business in the State of Ohio, hereafter called "Surety", are held and firmly bound unto Lorain County Community College, hereinafter known as the "College", in full and just sum of \$ \_\_\_\_\_, lawful money of The United States of America, to be paid to the College, to which payments well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded Principal has entered into or will enter into a contract with the College, by and through the Administration named above acting for the College, which contract is described and dated as shown below, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed hereunder or to the plans, specifications, and special provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract and during any extensions thereto that may be granted by the College, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the College to be in default under the Contract, the Surety may, within 15 days after notice of default from the College, notify the College of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the College thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or to the specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Ohio and any reference to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond on \_\_\_\_\_, 2008.

**PRINCIPAL**

*Have signature(s) notarized*

\_\_\_\_\_  
*Name and Title*

\_\_\_\_\_  
*Name and Title*

\_\_\_\_\_

\_\_\_\_\_

**SURETY**

*Have signature(s) notarized*

*Attach Surety Power of Attorney and Financial Statement of Surety  
Attach Certificate of Compliance with Ohio Department of Insurance*

\_\_\_\_\_  
*Name and title*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State, Zip*

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

**ATTACHMENT C - DECLARATION OF MATERIAL ASSISTANCE**



**Ohio Department of Public Safety**  
**Division of Homeland Security**  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL	
HOME ADDRESS					
CITY	STATE	ZIP	COUNTY		
HOME PHONE			WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

**DECLARATION**  
 In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
  
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? <input type="checkbox"/> Yes <input type="checkbox"/> No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PREFERENCE TO UNITED STATES AND OHIO PRODUCTS**

---

State of Ohio AM. H.B. 271 requires that preference be given to products produced or mined in the United States and in Ohio.

**BUY AMERICA:**

Bids will be evaluated to determine that a Bidder's offering is for a "Domestic Source End Product", as defined in the Federal Buy America Act, 41 U.S.C.A. Section 10a-10d. Any Bidder's offering that does not meet this requirement shall be rejected, except in those circumstances where a determination has been made that certain articles, materials and supplies are not mined, produced or manufactured in the U.S. in sufficient and reasonably available commercial quantities and of a satisfactory quality.

**BUY OHIO:**

Following the above determination, all remaining Bids and quotations shall be evaluated so as to give preference to Ohio Bids or Bidders who are located in a border state, provided that the border state imposes no greater restrictions than contained in Sections 125.09 and 125.11 of the Ohio Revised Code.

Ohio products are defined as products mined, excavated, produced, manufactured, raised or grown in the state by a person where the input of Ohio products, labor, skill or other services constitutes no less than 25% of the manufactured cost.

Bidders having a significant Ohio economic presence in terms of the numbers of employees or capital investment a Bidder has in the state, shall qualify for award of contract on the same basis as if their products were produced in Ohio.

Where it has been determined that selection of the lowest Ohio Bid, if any, will not result in an excessive price or a disproportionately inferior product or service, the contract shall be awarded to the low Ohio Bid at the Bid price quoted. Where it is advantageous to award the contract to other than an Ohio Bid or Bid from a border state, then the contract shall be awarded accordingly. ("Excessive Price" shall be construed to mean a price that exceeds by more than five per cent of the lowest price submitted on a non-Ohio Bid).

**HOW TO QUALIFY UNDER THESE PROGRAMS:**

To qualify for the domestic Ohio preference (Buy Ohio), or to qualify as having significant Ohio economic presence, pursuant to Sections 125.09 and 125.11 of the Ohio Revised Code and Section 123:5-1-26, of the Ohio Administrative Code, Bidders must complete the information on the following page and return it with their Bid.

**CERTIFICATION FOR BUY OHIO/SIGNIFICANT OHIO ECONOMIC PRESENCE**

Failure to complete this form will result in the Bidder receiving no consideration for Buy Ohio or Buy America preference.

1. Do you have facilities within Ohio?  Yes  No  
 Type of facilities (please check):
- A. Sales Offices   
 B. Manufacturing   
 C. Other

***Please specify: Corporate Headquarters*** \_\_\_\_\_

2. Do you pay taxes due to the State of Ohio?  Yes  No
3. If the Bidder is a corporation, are you registered with the Secretary of State?  
 Yes  No
4. Are products offered in this Bid manufactured in Ohio?  Yes  No  
 If No, please state place of manufacture:  
 Item: \_\_\_\_\_ Mfg. Location: \_\_\_\_\_  
 Item: \_\_\_\_\_ Mfg. Location: \_\_\_\_\_  
 Item: \_\_\_\_\_ Mfg. Location: \_\_\_\_\_
5. If applicable, are the products offered mined in Ohio?  Yes  No
6. Are your products located in a border state that poses no greater restrictions than those contained in Sections 125.09 and 125.11 of the Ohio Revised Code?  
 Yes  No

**BUY AMERICA CERTIFICATION**

The Bidder hereby certifies that each product offered in this Bid response is a domestic source end product pursuant to Sections 125.09 and 125.11 of the Ohio Revised Code and Section 123:5-1-26 of the Ohio Administrative Code and the Federal "Buy America Act" and corresponding rules thereto. Exceptions are as follows:

Item: \_\_\_\_\_ Mfg. Location: \_\_\_\_\_  
 Item: \_\_\_\_\_ Mfg. Location: \_\_\_\_\_  
 Item: \_\_\_\_\_ Mfg. Location: \_\_\_\_\_

**CERTIFIED:**

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)



**INSTRUCTIONS FOR SUBSTITUTE FORM W-9**

---

**To the Recipient:**

We are required to file an information return (a 1099) with the Internal Revenue Service relating to a payment(s) made to you. In order to do so, we are required to obtain your correct Taxpayer Identification Number (TIN).

This Substitute W-9 is to be completed by you to furnish us your TIN and to certify that it is correct and that you are not subject to backup withholding. Legislative changes, as stated in the Ohio Revised Code Section 3121.892, have been made which affect our compliance with Ohio law and requires reporting independent contractors as new hires. This report must include your birth date. Furnishing your correct TIN, birth date, and making the appropriate certifications on this form will prevent your payment(s) from being delayed, or subject to backup withholding and a possible \$50.00 penalty imposed by the IRS under section 6723.

All entities must complete a Substitute Form W-9 as follows:

**Individuals/Sole Proprietor:**

Individuals must provide their social security number as their TIN. Individuals must provide the name shown on their Social Security card. If you have changed your last name due to marriage, please show your maiden name, followed by your married last name. You may enter your business, trade, or "Doing Business As" name on the business name line. **You must provide your birth date.**

**Other entities:**

All partnerships, joint ventures, trusts and other entities that complete a Substitute Form W-9 must use their Federal Employer Identification Number ("EIN") for reporting purposes. A partner acting on behalf of the partnership cannot use a social security number. He or she must use the employer identification number.

**Corporations:**

Corporations, tax exempt organizations, governmental bodies are all exempt from 1099 reporting and backup withholding with exception of Law Firms and Attorneys. However, we must have a Substitute Form W-9 on file to avoid erroneous backup withholding.

**SUBSTITUTE W-9 FORM  
REQUEST FOR TAXPAYER IDENTIFICATION AND CERTIFICATION**

---

Instructions: Complete Part 1 **OR** Part 2 **OR** Part 3; Part 4 must be completed by all.

---

**Part 1: Individual or Sole Proprietor**

(Persons known to file as self-employed are required to pay self-employment taxes and file using their Social Security number and are not eligible for unemployment benefits)

\_\_\_\_\_  
Business Owner's Full Legal Name (First, MI, Last)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Business or Trade Name (Doing Business As)

\_\_\_\_\_  
Birth Date

---

**Part 2: Business, Partnership, Trust or Joint Venture**

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Business EIN

---

**Part 3: Corporations (\*Exempt)**

\*While corporations are exempt (except Attorneys/Law Firms) we still require a W-9 for our files.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Corporation EIN

Date of Incorporation: \_\_\_\_\_

Attorney or Law Firm? Yes  No

---

**Part 4: Tax Filing Address & Signature**

\_\_\_\_\_  
Street Name

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**Under penalties of perjury, I hereby certify that:**

- 1) The above information is true and correct,
- 2) I am not subject to backup withholding,
- 3) I am a U.S. person (including a U.S. resident alien).

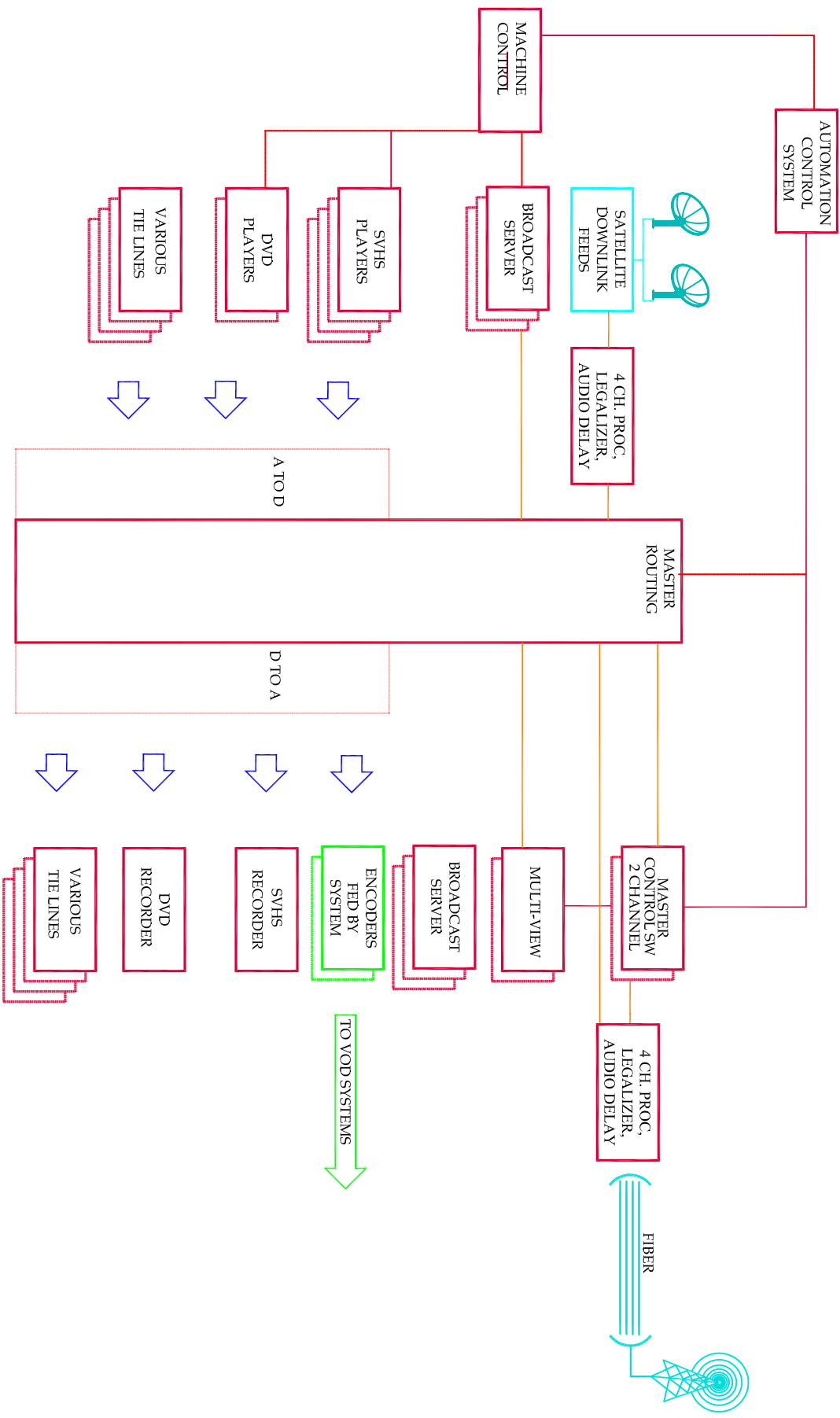
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name

# MASTER CONTROL

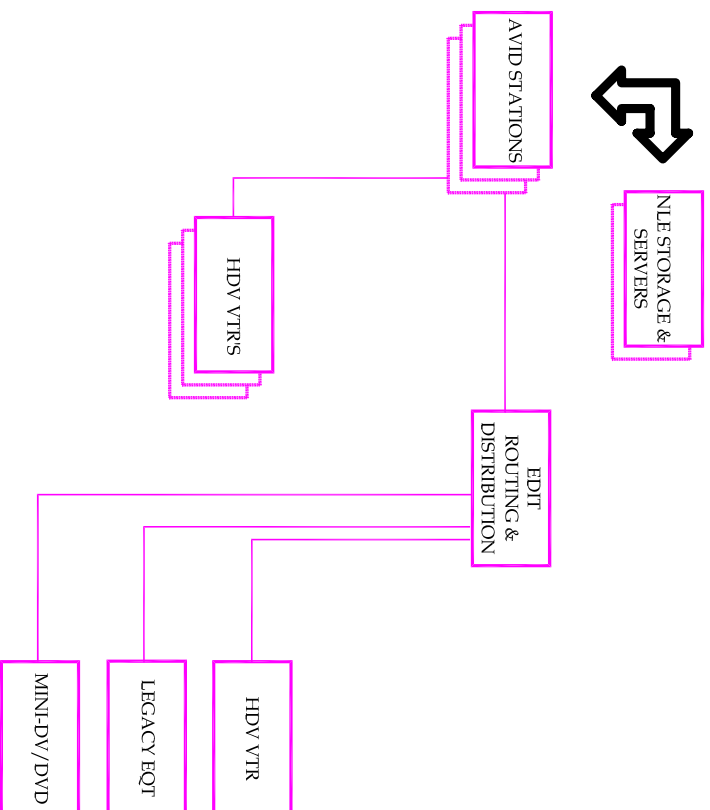
QUALITY CONTROL AND MONITORING



CONVERSION/SYNCHRONIZATION - PATCHING/DISTRIBUTION

# EDIT SUITES

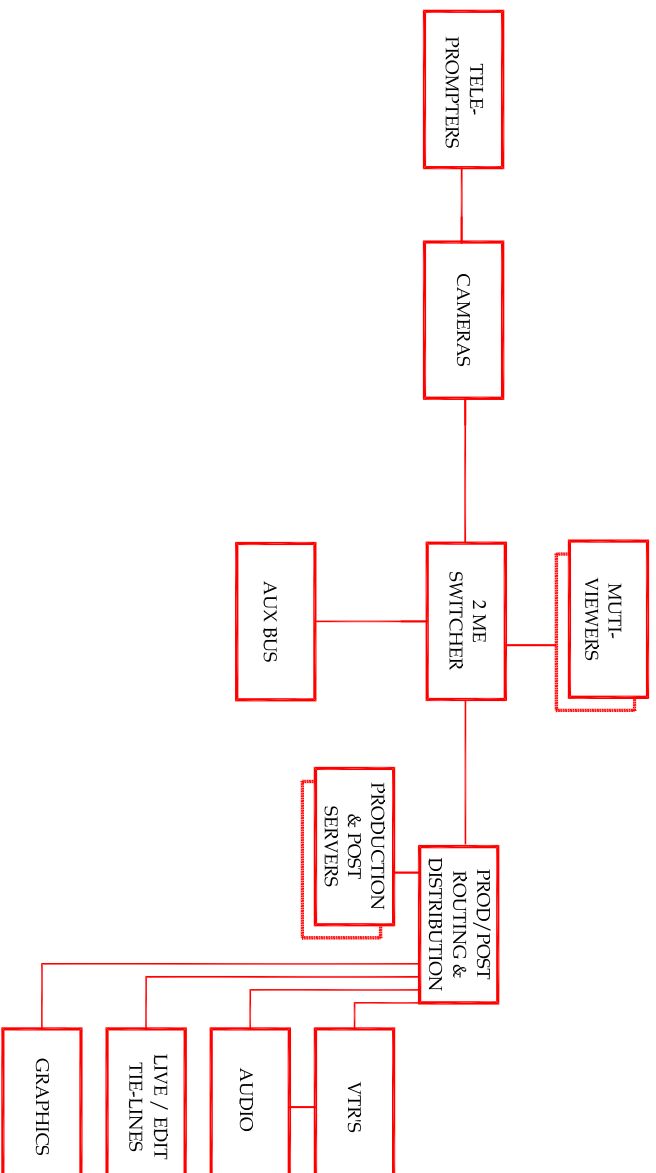
QUALITY CONTROL AND MONITORING



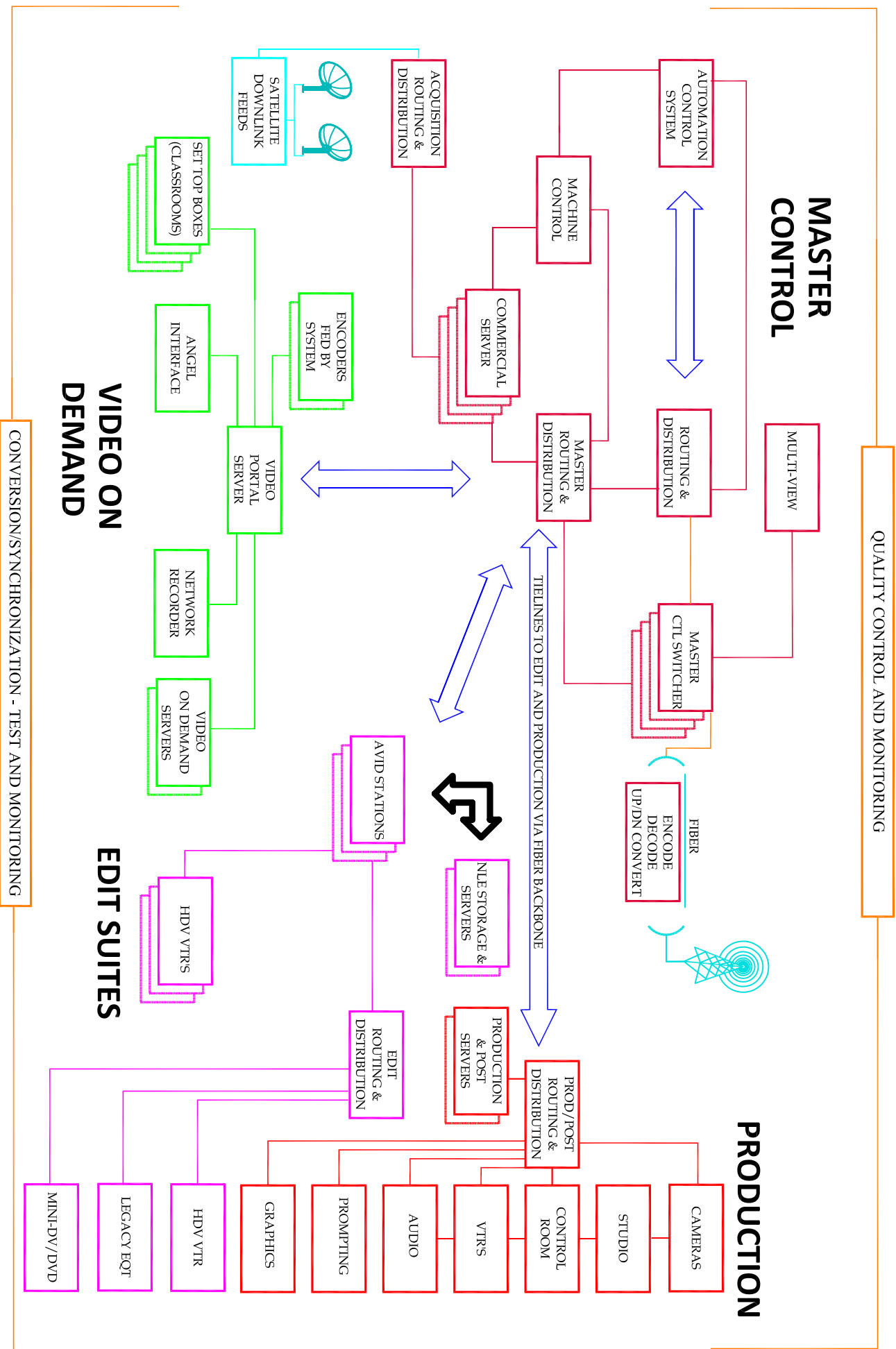
CONVERSION/SYNCHRONIZATION - PATCHING/DISTRIBUTION

# PRODUCTION

QUALITY CONTROL AND MONITORING

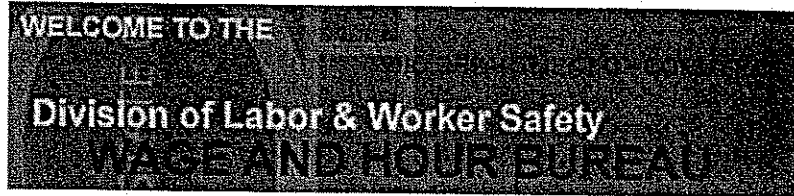


CONVERSION/SYNCHRONIZATION - PATCHING/DISTRIBUTION





- ▶ forms
- ▶ contacts
- ▶ about LAWS
- ▶ search



Consumers

Business

License/Permit Holders &amp; Applicants

Other Government Agencies

## Prevailing Wage Contractor Responsibilities

### ORC Chapter 4115: Wages And Hours On Public Works (Prevailing Wage)

#### General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$69,853 for new construction or \$20,955 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

- Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.

#### Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

#### Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports
- intentional misclassification of employees for the purpose of reducing wages
- intentional misclassification of employees as independent contractors or as apprentices
- intentional failure to pay the prevailing wage
- intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Wage and Hour Bureau
- intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority

#### Responsibilities

A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce,

Wage and Hour Bureau, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalation's, or reductions to wage rates issued for the project.
2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc. unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Chief of DOC Wage and Hour Bureau must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.

1. Apprentices must be registered with the Ohio State Apprenticeship Council.
2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Bureau of Wage and Hour or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:

1. Time cards, time sheets, daily work records, etc.
2. Payroll ledger/journals and canceled checks/check register.
3. Fringe benefit records must include program name, address, account number, and canceled checks.
4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

1. Employees' names, addresses, and social security numbers.
  - Corporate officers\owners\partners and any salaried personnel that do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
2. Employees' work classification.
  - Be specific about the laborers and/or operators
  - For all apprentices, show level/year and percent of journeyman's rate
3. Hours worked on the project for each employee.
  - The number of hours worked in each day and the total number of hours worked each week.
4. Hourly rate for each employee.
  - The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
  - All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
  - When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the



employer by the total number of hours worked by the employee.

- When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

6. Gross amount earned on all projects during the pay period.

7. Total deductions from employee's wages.

8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Send a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project. Information on this site is believed to be accurate but is not guaranteed. The State of Ohio disclaims any liability for any errors or omissions.

[commerce home](#) / [forms](#) / [contacts](#) / [press room](#) / [feedback](#) / [privacy policy](#)

**LORAIN COUNTY COMMUNITY COLLEGE**  
*(Project Name & Number)*

**COLLECTIVE BARGAINING AGREEMENT/PREVAILING WAGE NOTIFICATION**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Telephone Number: \_\_\_\_\_

Authorized Official: \_\_\_\_\_

*Per ORC Section 4115.05 ...the contractor or subcontractor shall furnish each employee not covered by a collective bargaining agreement written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.*

1. The Bidder/Contractor acknowledges that it is covered by a collective bargaining agreement and all employees of said bidder/contractor are covered by such agreements appropriate to the recognized trade of work being performed, **OR**
2. The Bidder/Contractor acknowledges and agrees to complete and provide a Prevailing Wage Rate Notification (see Appendix) for each employee if it is not under the coverage of a collective bargaining agreement, and/or if the work being performed is outside of the employee's normally recognized trade of work.
3. The Bidder/Contractor agrees that the current prevailing wage rate for the county in which the work is being performed will be the minimum wage rate paid to employees.
4. The Bidder/Contractor agrees to comply with all adjustments to the prevailing wage rate as determined and posted by the State of Ohio, Department of Commerce, Bureau of Wage and Hour.
5. The Bidder/Contractor acknowledges the above requirements also apply to any subcontractor they may employ during the life of the project and accepts the responsibility of ensuring the above requirements are met, which includes the completion of this document by the subcontractor.
6. The Bidder/Contractor agrees to provide copies, if required, of all prevailing wage rate notifications to the Prevailing Wage Coordinator of the Project Owner.
7. The Bidder/Contractor acknowledges by signing below that it has read and understands the provisions of the Prevailing Wage Contractor Responsibilities document and the above conditions.

Collective Bargaining Agreement applicable

Collective Bargaining Agreement NOT applicable

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*(Contractor Authorized Signature)*

# Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Inside

Change # : CN02-2007Loc129in

Craft : Electrical Effective Date : 04/30/2007 Last Posted : 04/30/2007

		Fringe Benefit Payments									
		BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate	
Classification											
Electrician		\$28.40	\$6.00	\$5.00	\$0.12	\$0.00	\$0.00	\$1.15	\$40.67	\$54.87	
Apprentice	Percent										
1st 6 months	35.00	\$9.94	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.35	\$16.29	\$21.26	
2nd 6 months	45.00	\$12.78	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.44	\$19.22	\$25.61	
2nd yr	50.00	\$14.20	\$6.00	\$5.00	\$0.12	\$0.00	\$0.00	\$0.61	\$25.93	\$33.03	
3rd yr	60.00	\$17.04	\$6.00	\$5.00	\$0.12	\$0.00	\$0.00	\$0.72	\$28.88	\$37.40	
4th yr	70.00	\$19.88	\$6.00	\$5.00	\$0.12	\$0.00	\$0.00	\$0.83	\$31.83	\$41.77	
5th yr	85.00	\$24.14	\$6.00	\$5.00	\$0.12	\$0.00	\$0.00	\$0.98	\$36.24	\$48.31	

**Special Calculation Note :** No special calculations for this skilled craft wage rate are required at this time.

**Ratio :**

- 1 to 1 Journeymen
- 1 Journeyman to 1 Apprentices & 1 First year Apprentice
- 2 Journeyman to 1 Apprentices & 1 First year Apprentice
- 3 Journeyman to 1 Apprentices & 1 First year Apprentice
- 4 Journeyman to 2 Apprentices & 2 First year Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ERIE, HURON\*, LORAIN\*, MEDINA\*

**Special Jurisdictional Note :** In Huron County the following townships are included: (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville and New London). In Lorain County the following townships are excluded: (Columbia). In Medina County the following townships are included: (Litchfield and Liverpool).

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38

**Change # : CN01-2007Loc38**

**Craft : Electrical Effective Date : 04/30/2007 Last Posted : 04/16/2007**

		Fringe Benefit Payments								
		BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification										
Electrician		\$32.73	\$7.00	\$6.45	\$0.42	\$0.00	\$0.00	\$0.98	\$47.58	\$63.95
Apprentice	Percent									
1st 6months	35.00	\$11.46	\$7.00	\$0.00	\$0.42	\$0.00	\$0.00	\$0.34	\$19.22	\$24.94
2nd 6months	35.00	\$11.46	\$7.00	\$0.00	\$0.42	\$0.00	\$0.00	\$0.34	\$19.22	\$24.94
3rd 6months	45.00	\$14.73	\$7.00	\$4.19	\$0.42	\$0.00	\$0.00	\$0.44	\$26.78	\$34.14
4th 6months	50.00	\$16.36	\$7.00	\$4.19	\$0.42	\$0.00	\$0.00	\$0.49	\$28.46	\$36.65
5th 6months	55.00	\$18.00	\$7.00	\$4.19	\$0.42	\$0.00	\$0.00	\$0.54	\$30.15	\$39.15
6th 6months	60.00	\$19.64	\$7.00	\$4.19	\$0.42	\$0.00	\$0.00	\$0.59	\$31.84	\$41.66
7th 6months	65.00	\$21.27	\$7.00	\$4.19	\$0.42	\$0.00	\$0.00	\$0.64	\$33.52	\$44.16
8th 6months	70.00	\$22.91	\$7.00	\$4.19	\$0.42	\$0.00	\$0.00	\$0.69	\$35.21	\$46.67
9th 6months	75.00	\$24.55	\$7.00	\$4.19	\$0.42	\$0.00	\$0.00	\$0.74	\$36.90	\$49.17
10th 6months	80.00	\$26.18	\$7.00	\$4.19	\$0.42	\$0.00	\$0.00	\$0.79	\$38.58	\$51.68

**Special Calculation Note :** No special calculations for this skilled craft wage rate are required at this time.

**Ratio :**

1 to 3 Journeyman to 2 Apprentice  
 4 to 6 Journeymen to 4 Apprentice  
 7 to 9 Journeymen to 6 Apprentice  
 and continue as above per job site

**Jurisdiction ( \* denotes special jurisdictional note ) :**

CUYAHOGA, GEAUGA\*, LORAIN\*

**Special Jurisdictional Note :** In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia).

**Details :**

OTHER COLUMN IS: NATIONAL ELECTRIC BENEFIT FUND