

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

NOTICE OF CONTRACT AWARD

TSC Management, LLC DBA Productive AV 3309 W Leigh St Richmond, VA 23230	DATE ISSUED:	March 7, 2019
	CURRENT REFERENCE NO:	18-115-RFP
	CONTRACT TITLE:	Provision and Installation of Audio- Visual System for the Long Bridge Park Aquatic Center

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of Agreement No. 18-115-RFP including any attachments or amendments thereto.

EFFECTIVE DATE: March 7, 2019

EXPIRES: TBD (Term to coincide with the Design-Build contract of the facility)

RENEWALS: NO RENEWALS

COMMODITY CODE(S): 88011, 80318, 91597

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

AGREEMENT No. 18-115-RFP

CONTRACTOR'S BAFO

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Mike Grubb

VENDOR TEL. NO.: 804-591-0062

EMAIL ADDRESS: Michael.Grubb@Productiveav.com

COUNTY CONTACT: David Husson

COUNTY TEL. NO.: 703-228-7037

COUNTY EMAIL: dhusson@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 18-115-RFP

THIS AGREEMENT is made, on the date of execution by the County, between TSC Management, LLC dba Productive AV (“Contractor”) a Virginia Limited Liability Company with a place of business at 3309 W Leigh St Richmond, VA 23230, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing (Cost Proposal Sheet)
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – County Nondisclosure and Data Security Agreement (Individual)
- Exhibit E – Contractor’s Proposed Technical Specifications

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the “Contract” or the “Agreement”.

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work” (Exhibit A), the primary purpose of the Work is to provide equipment, installation and maintenance services for the audio-visual and broadcasting systems at the Long Bridge Aquatics & Fitness Center in Arlington, Virginia. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. Work under this Agreement will commence on the date of the execution of the Agreement by the County. The AV and PA systems must be fully installed and operational no later than the Substantial Completion date established by the Design-Builder (“Implementation Contract Term”), subject to any modifications provided in the Contract Documents. No work will be deemed complete until it is accepted by the County’s Project Officer. The Maintenance Contract Term will commence 365 calendar days following the expiration of the Implementation Contract Term, and shall be for three calendar years thereafter. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Maintenance Contract Term under the same contract prices for not more than two additional 12-month periods. The Implementation Contract Term and the Maintenance Contract Term are together the “Contract Term”.

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor’s completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section (“Contract Amount”).

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract maintenance rates and hourly rates will remain firm for the first three years of the Maintenance Contract Term (“Price Adjustment Date”). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract maintenance rates and hourly rates will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the 12-month period ending in December of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract’s term.

7. PROGRESS PAYMENTS AND RETAINAGE

System Design and Installation

The County will make the following milestone payments to the Contractor:

- System design
- Initial materials order
- Second materials order/ Progress labor
- Progress labor
- System final acceptance upon successful completion of the installation and testing

However, 5% of each progress payment will be retained by the County until Final Completion and acceptance of all Work covered by the Agreement.

All material and work covered by partial payments will become the property solely of the County at the time the partial payment is made. However, the Contractor will have the sole responsibility, care and custody for all materials and work upon which payments have been made until Final Acceptance.

Maintenance and Repair Services

The County will pay the Contractor for the maintenance services at the annual fee included in the Agreement paid at the beginning of each County fiscal year.

Any services for repair, replacement, or installation of equipment outside of the warranty period, which are not due to the Contractor's improper performance or negligence, shall be completed on a time and materials basis using the Contract fully burdened hourly labor rates. The Contractor shall provide the equipment and materials necessary to complete the repairs at Contractor's cost with no additional markup.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge – Prior to shipment of equipment from manufacturer or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.

- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

17. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

18. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other

reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

19. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

22. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

23. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

24. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

25. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

27. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

28. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

29. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

30. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

31. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested

documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

32. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

33. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

35. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

36. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

37. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

38. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

39. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

40. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

41. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

42. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

43. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

44. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

45. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

TSC Management, LLC dba Productive AV
Attn: Juan Biale
3309 W Leigh St
Richmond, VA 23230

TO THE COUNTY:

Peter Lusk, Project Officer
Arlington County Department of Parks and Recreation
3700 South Four Mile Run Drive
Arlington, VA 22206

AND

Sharon Lewis, Purchasing Division Chief
Arlington County, Virginia

2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

46. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer’s liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- b. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- c. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.

d. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

49. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

TSC MANAGEMENT, LLC DBA PRODUCTIVE AV

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME: IGOR SCHERBAKOV
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: Juan Biale, President

DATE: March 7, 2019

DATE: 2/18/2019

AGREEMENT NO. 18-115-RFP
Exhibit A – Scope of Work

The Contractor shall provide a fully functional audio visual system to meet the needs of the Long Bridge Aquatics and Fitness Center (“Center”) in coordination with the Center’s design-builder (“Design-Builder”).

Contractor’s services shall include design, provision, installation, testing and training for the audio-video system (“AV System”).

1. SYSTEM COMPONENTS

Whole Building PA System:

Audio System provides for the following:

- Speakers installed in the ceilings of all the common areas for background music and paging.
- Telephone paging via VoIP, allowing paging by dialing into the system via owner-provided phone system
- The system is designed with the ability to enable any input (microphone, music or program-signal tone) to zone
- An "All-Call" feature sends the all-call signal simultaneously to all zones, overriding any and all system settings
- The system is zoned and capable of addressing each occupied space within the facility
- The system is centrally distributed and controlled and includes a tuner, digital audio player, desk microphone and an internal storage platform to store and recall media
- Electrical components specified are said to comply with NFPA 70

Owner Provided:

- Equipment Lift during installation phase and maintenance
- VOIP Address and extensions for speaker integration
- Music or media files

Programming and Control:

- VOIP Paging
- Music and microphone volume control
- Zone master volume control
- Selection of zone

50M Natatorium:

Audio Video System provides the following:

- Video Wall with a pixel pitch of 3.9 mm at a size of 12 panels wide (19.69 Ft) by 7 Panels tall (11.48 ft) providing a standard 16:9 viewing ratio.
 - Video wall exceeds all requested specifications in regards to resolution, viewing distance, lifetime, etc.
 - Software is compatible with the video wall and provides the capability to include text, animations, images live video and replay
- (3) Cameras with pan, tilt, and zoom capabilities
 - Cameras will be permanently mounted in three locations:
 - Above audience on wall, capturing aquatics activity from above
 - Centered lengthwise on either side of the pool, to capture action in both directions
 - Camera focused positions will be determined by pre-programmed 'hot button' positions as well as the ability for manual control
- Audio system is designed to be distributed throughout the Natatorium audience seating areas via surface-mounted speakers, installed for evenly distributed audio signal
 - Audio system will be tuned to provide clarity of speech and/or announcements and offset environmental challenges such as feedback and reflective properties of the building.
 - Audio system provides for ADA assistive listening
 - Audio system provides for a push-to-talk announcer interface
 - Audio system provides for a headset microphone for table announcing as per specification request

Owner Provided:

- Equipment Lift during installation phase and maintenance
- Music or media files

Programming and Control:

- Video wall control
- Camera control
- Music and microphone volume control
- Zone master volume control

Leisure Pool Natatorium

Audio Video System provides the following:

- Video Wall with a pixel pitch of 3.9 mm at a size of 12 panels wide (19.69 Ft) by 7 Panels tall (11.48 ft) providing a standard 16:9 viewing ratio.
 - Video wall exceeds all requested specifications in regards to resolution, viewing distance, lifetime, etc.
 - Software is compatible with the video wall and provides the capability to include text, animations, images live video and replay
- (3) Cameras with pan, tilt, and zoom capabilities
 - Cameras will be permanently mounted in three locations:
 - Above audience on wall, capturing aquatics activity from above
 - Centered lengthwise on either side of the pool, to capture action in both directions
 - Camera focused positions will be determined by pre-programmed 'hot button' positions as well as the ability for manual control
- Audio system is designed to be distributed throughout the Natatorium audience seating areas via surface-mounted speakers, installed for evenly distributed audio signal
 - Audio system will be tuned to provide clarity of speech and/or announcements and offset environmental challenges such as feedback and reflective properties of the building.
 - Audio system provides for ADA assistive listening
 - Audio system provides for a push-to-talk announcer interface
 - Audio system provides for a headset microphone for table announcing as per specification request

Owner Provided:

- Equipment Lift during installation phase and maintenance
- Music or media files

Programming and Control:

- Video wall control
- Camera control
- Music and microphone volume control
- Zone master volume control

Fitness Center

Audio System provides for the following:

- Speaker system consisting of (2) 12" surface mount speakers
- Ability to process and distribute a wide variety of audio sources, via installed as well as user audio sources
- Wireless microphone system including (2) handheld microphones and (2) Wireless bodypack units.

Owner Provided:

- Equipment Lift during installation phase and maintenance
- Music or media files

Programming and Control:

- Music and microphone volume control
- Zone master volume control

Exercise Room

Audio System provides for the following:

- Speaker system consisting of (2) 12" surface mount speakers
- Audio system will be tuned to provide clarity of speech and/or announcements and offset environmental challenges such as feedback and reflective properties of the building.
- Audio system provides for ADA assistive listening
- Audio system provides for a push-to-talk announcer interface
- Audio system provides for a headset microphone for table announcing as per specification requests.
- Ability to process and distribute a wide variety of audio sources, via installed as well as user audio sources
- Wireless microphone system including (2) handheld microphones and (2) Wireless body pack unit

Owner Provided:

- Equipment Lift during installation phase and maintenance
- Music or media files

Programming and Control:

- Music and microphone volume control
- Zone master volume control

2. COORDINATION OF SERVICES AND TIME FOR COMPLETION

The design of the AV System must be developed in coordination with the Design-Builder's architect to ensure that the building design and construction includes the rough-in necessary to install the audio-video system, and that the audio-video system is adequate for the type and size of the facility. The Contractor will be responsible for obtaining all information necessary for the development of the audio-video design directly from the Design-Builder. The Design-Builder will be responsible for providing pathways, cabling, power and supports for the audio-video system. The Contractor will be responsible for terminations, provision of all equipment, installation, integration and testing of the audio-video system.

It is expected that the cooperation with the Design-Builder's architect will begin immediately after contract award.

The audio-video system must be fully designed within 4 weeks of the Notice to Proceed Immediately after Contract Award, the Contractor will be required to submit to the County for review and approval project schedule that is based on the above schedule.

It is expected that the installation will take place in the Spring of 2020. The exact installation dates will be established in coordination with the Design-Builder's construction schedule. The installation must take place prior to substantial completion of the facility (currently scheduled for late June 2020).

3. DESIGN DOCUMENTS

The Contractor shall provide the following submissions to the County for review and approval during the design of the audio and visual systems at the time intervals specified in the project schedule:

Design Development (DD) Submission – mid-point submission will include, at a minimum:

- cabling path and location of equipment in the 50M natatorium and leisure pool natatorium,
- cabling path and locations of audio equipment in the fitness center, 50M natatorium and leisure pool, and
- cabling path and locations of PA system equipment and speakers throughout the facility.

Complete 100% design package.

The County will review the submissions with the Design/builder and provide comments to the Contractor within 10 business days from receipt. Coordination meetings are encouraged between the Design/builder and the Contractor.

4. PRODUCT DATA AND SHOP DRAWINGS

The Contractor shall provide Shop Drawings for the design in accordance with the project schedule. Shop Drawings shall include:

- Power, signal, and control wiring:
- Include plans, elevations, sections, and attachment details.
- Indicate dimensions, weights, required clearances, method of field assembly, components, and location and size of each field connection.
- Provide layout for consoles, control panels and racks

- Calculations: For sizing backup battery.
- Wiring Diagrams: For power, signal, and control wiring.
- Single-line diagram showing interconnection of components and cable routing

5. COORDINATION DRAWINGS

The Contractor shall provide coordination drawings to the Design Builder in .dwg or .rvt format and in .pdf in accordance with the project schedule. Drawings should include floor plans and reflected ceiling plans, drawn to scale with all components shown.

6. INSTALLATION

The Contractor shall provide all labor, equipment and materials to install the designed system. Installation shall be performed in accordance with the coordinated project schedule. The Contractor will be responsible for storage and protection of its equipment and materials. During installation the Contractor shall coordinate regularly with the Design-Builder.

The Contractor shall take precautions against damage to the existing surfaces and materials. The Contractor shall be responsible for any damage done by its employees or subcontractors.

7. USER TRAINING

The Contractor shall conduct a 2-day in-person training at the facility for all on-site County staff at a time when County staff can be available. The training must be completed before County's final acceptance of the installation. Training will include:

- Proper start-up procedures for all equipment
- Proper shut-down procedures for all equipment
- Operation of all equipment including: wired microphones, wireless microphones, video board controller, all sound rack equipment
- Software tutorial including how to create and import graphics, stream live video, connect with the video board, and interface with the timing system

The Contractor shall provide the County with a training and operations manual prior to the training.

Approximately 6 months after final acceptance of the installation, the Contractor shall conduct a 2-day refresher training for County staff, which will be tailored to the County staff's needs.

8. OPERATION AND MAINTENANCE DATA

The Contractor shall provide the operation and maintenance data for all systems and equipment as a condition of Final Acceptance.

In addition to the operation and maintenance manuals, this information shall include, but may not be limited to:

- List of tools and replacement items recommended to be stored at the facility for ready access. Include part and drawing numbers, current unit prices, and source of supply.
- Operating instructions laminated and mounted adjacent to operating console location.

- Training plan.

9. TEST AND INSPECTIONS

Prior to Final Acceptance and in accordance with the project schedule, the Contractor shall engage a factory-authorized manufacturer's service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing. This inspection will be at no additional cost to the County.

The Contractor shall perform PA tests that include originating program and page messages at microphone outlets, preamplifier program inputs, and other inputs, as well as verify proper routing and volume levels and that system is free of noise and distortion.

The Contractor shall test all aspects of the LED video display, AV system and integration with the timing system and the PA system to demonstrate that the system are fully operational.

10. FINAL ACCEPTANCE

Final acceptance of installation will occur after substantial completion of the facility and when the County has verified that all pieces of equipment and the system as a whole have been installed and are operational and that all tests and inspections have been performed. The Contractor will schedule and lead a walkthrough with the County and the Design-Builder to demonstrate system operations.

The Contractor shall maintain ownership of the equipment, the system and all of its components until final acceptance, at which point the system shall become the property of the County.

11. EQUIPMENT WARRANTY

All equipment provided under this Contract shall be covered under standard manufacturer's warranty. Equipment warranty must be provided to the County before final acceptance of the installation.

The Contractor shall warranty their labor and installation services for a minimum of 1 year.

The equipment and labor and installation warranty periods shall begin on the date of County's final acceptance of the AV System.

12. MAINTENANCE AND REPAIRS

When requested within 12 months of date of facility's final acceptance, the Contractor shall provide on-site assistance in adjusting system to suit actual occupied conditions. In addition, the Contractor shall provide up to four (4) visits to the project site during other-than-normal occupancy hours for this purpose at no additional cost to the County and regular quarterly on-site service and maintenance check-up visits for equipment, and installation of any software updates or upgrades available.

All repairs necessary during the warranty period shall be performed at Contractor's cost. The Contractor shall provide maintenance services for 3 years following final acceptance. The County will have the right to extend the maintenance services for additional 2 1-year periods for a total of 5 years.

The Contractor's annual maintenance fee shall include quarterly on-site service and maintenance check-up visits for equipment, and installation of any software updates or upgrades available.

In the event of an equipment failure, a no-cost diagnostic visit to troubleshoot the source of the issue shall be completed within three (3) business days of County's notification. Any temporary system workarounds must be performed at that time. Any repairs will be performed as specified in the Contract Pricing section below.

The Contractor shall provide an on-site technician for system support during events upon County's request at the hourly rate included in the Contract.

RFP No. 18-115-RFP
 ATTACHMENT C
 COST PROPOSAL SHEET

**PROVISION, INSTALLATION AND MAINTENANCE OF THE AUDIO-VISUAL AND BROADCASTING SYSTEMS
 FOR THE LONG BRIDGE AQUATICS & FITNESS CENTER IN ARLINGTON, VIRGINIA**

PROVIDE PRICES IN ALL CELLS HIGHLIGHTED IN BLUE

PROJECT COST BREAKDOWNS:

SYSTEM DESIGN, PROVISION AND INSTALLATION		
System Design- ***Note: Not included in total below. Engineering is already included in system numbers.		\$ 1,2500.00***
System Delivery and Installation, including Cost of Equipment		
	PA System	\$ 40,084.35
	50M Natatorium	\$ 263,049.06
	Leisure Pool Natatorium	\$ 45,810.93
	Fitness Center	\$ 28,497.93
	Exercise Studio Room	\$ 28,497.93
	Shipping	\$ 3,795.00
TOTAL SYSTEM DESIGN, PROVISION AND INSTALLATION:		\$ 409,735.20
ANNUAL SYSTEM MAINTENANCE		
Work will be performed, but will be deemed complimentary to assist in budgeting for potential adding of system components	PA System	\$ 1,957.00
	50M Natatorium	\$ 8,394.86
	Leisure Pool Natatorium	\$ 2,081.34
	Fitness Center	\$ 1,431.35
	Exercise Studio Room	\$ 1,431.35
TOTAL SYSTEM MAINTENANCE:		\$ 15,295.90
HOURLY LABOR RATES		
POSITION NAME:		
	Service Technician	\$ 85.00
	Engineer	\$ 125.00
	Programmer	\$ 150.00
	Event Technician	\$ 65.00
	Physical Security Specialist	\$ 125.00
	Project Manager	\$ 82.50
	Administrative Staff	\$ 55.00
EVENT TECHNICIAN FEE		
	Per-Event Fee for an Onsite Technician - Weekday/evening event	\$ 800.00
	Per-Event Fee for an Onsite Technician - Weekend Event	\$ 1,000.00



Juan Bialet
Productive AV
3309 W. Leigh St.
Richmond, VA 23230

Subject: Long Bridge Aquatic Center

November 1, 2018

Dear Mr. Lusk, Mr. Husson, and Mr. Scherbakov,

I would like to begin with thanking you for this opportunity. It was a pleasure meeting you and learning about this major investment into the Arlington community. We are excited to work with Arlington County on the Audio-Visual portion of the Long Bridge Aquatics Center. Our proposal includes the items requested in the RFP and through our conversations. These are products we have installed in the past, know their reliability and can recommend for this project.

Our experience installing systems for government agencies, higher education and corporate clients helps us understand the needs of various projects. We have a strong team with intimate knowledge of how to design and install a functional user-friendly system that can accommodate a variety of tasks and experience levels.

We are passionate about providing the best equipment and service for our clients to enhance the user's experience and productivity. My personal dedication to this industry is shown in the management of our team and the quality we provide.

We hope you give Productive AV's proposal a strong consideration as you review our offerings. We believe that we are tailored to perform this scope of work.

Sincerely,

Juan Bialet
President
Productive AV
3309 W Leigh St.
Richmond, VA 23230
Ph: 804-591-0062
Direct: 804-478-8040
Email: juan.bialet@productiveav.com

Proposal For:

Arlington County Department of Parks
and Recreation

Arlington Va

Long Bridge Park and Aquatics &
Fitness Facility

November 1, 2018

Version 2.0

**3309 W Leigh St
Richmond, Va 23230
Ph: 804.591.0062**

*SWaM Certification: Micro, Small, and Minority Owned # 689816
Class A Contractor: 2705146867
Certified SBA 8(a)
DCJS # 11-9870*

WHOLE BUILDING PA SYSTEM

SCOPE

Audio System provides for the following:

- Speakers installed in the ceilings of all the common areas for background music and paging.
- Telephone paging via VoIP, allowing paging by dialing into the system via owner-provided phone system
- The system is designed with the ability to enable any input (microphone, music or program-signal tone) to zone
- An "All-Call" feature sends the all-call signal simultaneously to all zones, overriding any and all system settings
- The system is zoned and capable of addressing each occupied space within the facility
- The system is centrally distributed and controlled and includes a tuner, digital audio player, desk microphone and an internal storage platform to store and recall media
- Electrical components specified are said to comply with NFPA 70

Owner Provided:

- Equipment Lift during installation phase and maintenance
- VOIP Address and extensions for speaker integration
- Music or media files

Programming and Control:

- VOIP Paging
- Music and microphone volume control
- Zone master volume control
- Selection of zone

AUDIO SYSTEM

QTY	DESCRIPTION	PRICE	PRICE EXT
1	QSC CORE 510i Integrated Core with eight I/O card slots, 256 x 256 networked audio channels, dual redund..	\$4,506.25	\$4,506.25
1	QSC SL-QSE-510-P Q-SYS Core 510 Scripting Engine Software License, Perpetual	\$562.50	\$562.50
1	QSC SL-QUD-510-P Q-SYS Core 510 UCI Deployment Software License, Perpetual	\$312.50	\$312.50
1	QSC MTP-64 KIT Multi-Track Playback Option - up to 64 Channels; (requires a Media Drive installed to act...	\$3,125.00	\$3,125.00
1	QSC MD-M Medium Media Drive Kit - Provides a minimum of 260 hours of audio storage (WAV, MP3 or FLAC)	\$1,250.00	\$1,250.00
2	QSC PS-1650H PS-1650G Q-Sys 16-Button Command Code (A-P) Wall Mounted Page Station; available w...	\$2,500.00	\$5,000.00
8	QSC AD-C6T-WH 6.5" Two-way surface speaker, 70/100V transformer with 16Ω bypass, 135° conical DMT ...	\$143.75	\$1,150.00
1	QSC CXD8.8Q Multi-Channel 1000W/CH Q-SYS Amplifier With Mic/line Inputs, CXD8.8Q-NA,100-240v	\$4,000.00	\$4,000.00
2	Middle Atlantic UPS-2200R 2200VA/1650W UPS	\$826.25	\$1,652.50
2	Ladder Rack Bundle Ladder Rack System	\$294.40	\$588.80
1	Middle Atlantic BGR 45U 38" Deep Rack Bundle	\$3,060.05	\$3,060.05
1	QSC CDN64 Q-SYS Dante Bridge Card, 64x64	\$1,123.75	\$1,123.75
EQUIPMENT TOTAL			\$26,331.35
LABOR TOTAL			\$13,753.00
WHOLE BUILDING PA SYSTEM TOTAL			\$40,084.35

50M NATATORIUM

SCOPE

Audio Video System provides the following:

- Video Wall with a pixel pitch of 3.9 mm at a size of 12 panels wide (19.69 Ft) by 7 Panels tall (11.48 ft) providing a standard 16:9 viewing ratio.
 - Video wall exceeds all requested specifications in regards to resolution, viewing distance, lifetime, etc.
 - Software is compatible with the video wall and provides the capability to include text, animations, images live video and replay
- (3) Cameras with pan, tilt, and zoom capabilities
 - Cameras will be permanently mounted in three locations:
 - Above audience on wall, capturing aquatics activity from above
 - Centered lengthwise on either side of the pool, to capture action in both directions
 - Camera focused positions will be determined by pre-programmed 'hot button' positions as well as the ability for manual control
- Audio system is designed to be distributed throughout the Natatorium audience seating areas via surface-mounted speakers, installed for evenly distributed audio signal
 - Audio system will be tuned to provide clarity of speech and/or announcements and offset environmental challenges such as feedback and reflective properties of the building.
 - Audio system provides for ADA assistive listening
 - Audio system provides for a push-to-talk announcer interface
 - Audio system provides for a headset microphone for table announcing as per specification request

Owner Provided:

- Equipment Lift during installation phase and maintenance
- Music or media files

Programming and Control:

- Video wall control
- Camera control
- Music and microphone volume control
- Zone master volume control

AUDIO SYSTEM

QTY	DESCRIPTION	PRICE	PRICE EXT
1	Shure ULXD4Q=-G50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and R...	\$4,825.75	\$4,825.75
2	Shure ULXD1=-G50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	\$424.38	\$848.76
2	PAV ODC-1000 ADA assisted listening system and Other Direct Costs for installation	\$1,250.00	\$2,500.00
2	Shure ULXD2/B58=-G50 Handheld Transmitter with BETA 58A Microphone	\$533.50	\$1,067.00
2	PAV ODC-1000 Cable, Connectors and Other Direct Costs for installation	\$1,250.00	\$2,500.00
2	QSC TSC-80w-G2-BK Q-SYS 8.0" PoE Touch Screen Controller for In-Wall Mounting. Includes 1 LAN Port an..	\$1,125.00	\$2,250.00
12	QSC ADS12BK QSC ADS12BK 2WAY 12"" OUTDOOR	\$598.75	\$7,185.00
12	QSC YMS12-BK YMS12-WH Yoke mount for the AD-S12. Available in black or white.	\$150.00	\$1,800.00
1	QSC CXD8.8Q Multi-Channel 1000W/CH Q-SYS Amplifier With Mic/line Inputs, CXD8.8Q-NA,100-240v	\$4,000.00	\$4,000.00
1	QSC I/O-8 FLEX Q-SYS peripheral providing 8 individual, software-switchable Q-SYS Flex Channels (Mic/L...	\$1,250.00	\$1,250.00
2	Whirlwind MIP5B Media Input Plate - Inputs: 3.5mm TRS, dual RCA ; Output: balanced screw terminal; gro..	\$151.46	\$302.92

VIDEO SYSTEM



QTY	DESCRIPTION	PRICE	PRICE EXT
84	squareV V3w 3.91mm magnetic module IP65 LED Panel	\$1,800.00	\$151,200.00
1	squareV MCTRL660 NovaStar Sending Card 1.5RU	\$800.00	\$800.00
5	PAV ODC-1000 Software, and Other Direct Costs for installation of Video System	\$1,250.00	\$6,250.00
3	PAV ODC-1000 Cable, Misc Parts, and Other Direct Costs for installation	\$1,250.00	\$3,750.00
6	squareV HB2 Double Hanging Bar - Uses 2 eyebolts (eye bolt kit sold separately)	\$300.00	\$1,800.00
12	squareV EB-KIT One Chicago 1/2" eyebolt, washer, lock washer, and nut.	\$18.00	\$216.00
3	Vaddio 999-9950-100W ROBOSHOT 20 UHD ONELINK HDMI SYS-WHT N/A	\$6,285.00	\$18,855.00
1	Vaddio 999-5655-000 PRODUCTIONVIEW HD-SDI MV SYSTEM	\$8,495.00	\$8,495.00
EQUIPMENT TOTAL			\$219,895.43
LABOR TOTAL			\$43,153.63
50M NATATORIUM TOTAL			\$263,049.06

LEISURE POOL NATATORIUM

SCOPE

Audio System provides for the following:

- Audio system is designed to be distributed throughout the Leisure Pool Natatorium via surface-mounted speakers, installed for evenly distributed audio signal
 - Audio system will be tuned to provide clarity of speech and/or announcements and offset environmental challenges such as feedback and reflective properties of the building.
 - Audio system provides for ADA assistive listening
 - Audio system provides for a push-to-talk announcer interface
 - Audio system provides for a headset microphone for table announcing as per specification requests.
 - Ability to process and distribute a wide variety of audio sources, via installed as well as user audio sources
 - Wireless microphone system including (2) handheld microphones and (2) Wireless body pack units.

Owner Provided:

- Equipment Lift during installation phase and maintenance
- Music or media files

Programming and Control:

- Music and microphone volume control
- Zone master volume control

AUDIO SYSTEM

QTY	DESCRIPTION	PRICE	PRICE EXT
1	Shure ULXD4Q=-G50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and R...	\$4,825.75	\$4,825.75
2	Shure ULXD2/B58=-G50 Handheld Transmitter with BETA 58A Microphone	\$533.50	\$1,067.00
2	Shure ULXD1=-G50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	\$424.38	\$848.76
2	PAV ODC-1000 ADA assisted listening system and Other Direct Costs for installation	\$1,250.00	\$2,500.00
2	PAV ODC-1000 Cable, Misc Parts, and Other Direct Costs for installation of audio system, incl. ADA require...	\$1,250.00	\$2,500.00
2	QSC TSC-80w-G2-BK Q-SYS 8.0" PoE Touch Screen Controller for In-Wall Mounting. Includes 1 LAN Port an..	\$1,125.00	\$2,250.00
12	QSC ADS12BK QSC ADS12BK 2WAY 12" OUTDOOR	\$598.75	\$7,185.00
12	QSC YMS12-BK YMS12-WH Yoke mount for the AD-S12. Available in black or white.	\$150.00	\$1,800.00
1	QSC CXD8.8Q Multi-Channel 1000W/CH Q-SYS Amplifier With Mic/line Inputs, CXD8.8Q-NA,100-240v	\$4,000.00	\$4,000.00
1	QSC I/O-8 FLEX Q-SYS peripheral providing 8 individual, software-switchable Q-SYS Flex Channels (Mic/L...	\$1,250.00	\$1,250.00
2	Whirlwind MIP5B Media Input Plate - Inputs: 3.5mm TRS, dual RCA ; Output: balanced screw terminal; gro..	\$151.46	\$302.92
EQUIPMENT TOTAL			\$28,529.43
LABOR TOTAL			\$17,281.50
LEISURE POOL NATATORIUM TOTAL			\$45,810.93

FITNESS CETNER

SCOPE

Audio System provides for the following:

- Speaker system consisting of (2) 12" surface mount speakers
- Ability to process and distribute a wide variety of audio sources, via installed as well as user audio sources
- Wireless microphone system including (2) handheld microphones and (2) Wireless bodypack units.

Owner Provided:

- Equipment Lift during installation phase and maintenance
- Music or media files

Programming and Control:

- Music and microphone volume control
- Zone master volume control

AUDIO SYSTEM

QTY	DESCRIPTION	PRICE	PRICE EXT
1	Shure ULXD4Q--G50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and R...	\$4,825.75	\$4,825.75
2	Shure ULXD2/B58--G50 Handheld Transmitter with BETA 58A Microphone	\$533.50	\$1,067.00
2	Shure ULXD1--G50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	\$424.38	\$848.76
2	PAV ODC-1000 ADA assisted listening system and Other Direct Costs for installation	\$1,250.00	\$2,500.00
1	PAV ODC-1000 Cable, Misc Parts, and Other Direct Costs for installation of audio system, incl. ADA require...	\$1,250.00	\$1,250.00
1	QSC TSC-80w-G2-BK Q-SYS 8.0" PoE Touch Screen Controller for In-Wall Mounting. Includes 1 LAN Port an..	\$1,125.00	\$1,125.00
2	QSC ADS12BK QSC ADS12BK 2WAY 12" OUTDOOR	\$598.75	\$1,197.50
2	QSC YMS12-BK YMS12-WH Yoke mount for the AD-S12. Available in black or white.	\$150.00	\$300.00
1	QSC CXD8.8Q Multi-Channel 1000W/CH Q-SYS Amplifier With Mic/line Inputs, CXD8.8Q-NA,100-240v	\$4,000.00	\$4,000.00
1	QSC I/O-8 FLEX Q-SYS peripheral providing 8 individual, software-switchable Q-SYS Flex Channels (Mic/L...	\$1,250.00	\$1,250.00
2	Whirlwind MIP5B Media Input Plate - Inputs: 3.5mm TRS, dual RCA ; Output: balanced screw terminal; gro..	\$151.46	\$302.92
EQUIPMENT TOTAL			\$18,666.93
LABOR TOTAL			\$9,831.00
FITNESS CETNER TOTAL			\$28,497.93

EXERCISE ROOM

SCOPE

Audio System provides for the following:

- o Speaker system consisting of (2) 12" surface mount speakers
- o Audio system will be tuned to provide clarity of speech and/or announcements and offset environmental challenges such as feedback and reflective properties of the building.
- o Audio system provides for ADA assistive listening
- o Audio system provides for a push-to-talk announcer interface
- o Audio system provides for a headset microphone for table announcing as per specification requests.
- o Ability to process and distribute a wide variety of audio sources, via installed as well as user audio sources
- o Wireless microphone system including (2) handheld microphones and (2) Wireless body pack unit

Owner Provided:

- Equipment Lift during installation phase and maintenance
- Music or media files

Programming and Control:

- Music and microphone volume control
- Zone master volume control

AUDIO SYSTEM

QTY	DESCRIPTION	PRICE	PRICE EXT
1	Shure ULXD4Q--G50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and R...	\$4,825.75	\$4,825.75
2	Shure ULXD2/B58--G50 Handheld Transmitter with BETA 58A Microphone	\$533.50	\$1,067.00
2	Shure ULXD1--G50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	\$424.38	\$848.76
2	PAV ODC-1000 ADA assisted listening system and Other Direct Costs for installation	\$1,250.00	\$2,500.00
1	PAV ODC-1000 Cable, Misc Parts, and Other Direct Costs for installation of audio system, incl. ADA require...	\$1,250.00	\$1,250.00
1	QSC TSC-80w-G2-BK Q-SYS 8.0" PoE Touch Screen Controller for In-Wall Mounting. Includes 1 LAN Port an..	\$1,125.00	\$1,125.00
2	QSC ADS12BK QSC ADS12BK 2WAY 12" OUTDOOR	\$598.75	\$1,197.50
2	QSC YMS12-BK YMS12-WH Yoke mount for the AD-S12. Available in black or white.	\$150.00	\$300.00
1	QSC CXD8.8Q Multi-Channel 1000W/CH Q-SYS Amplifier With Mic/line Inputs, CXD8.8Q-NA,100-240v	\$4,000.00	\$4,000.00
1	QSC I/O-8 FLEX Q-SYS peripheral providing 8 individual, software-switchable Q-SYS Flex Channels (Mic/L...	\$1,250.00	\$1,250.00
2	Whirlwind MIP5B Media Input Plate - Inputs: 3.5mm TRS, dual RCA ; Output: balanced screw terminal; gro..	\$151.46	\$302.92
EQUIPMENT TOTAL			\$18,666.93
LABOR TOTAL			\$9,831.00
EXERCISE ROOM TOTAL			\$28,497.93

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

EQUIPMENT TOTAL \$312,090.07
SHIPPING TOTAL \$3,795.00

LABOR TOTAL \$93,850.13

PROJECT TOTAL \$409,735.20
TOTAL SALES TAX (TAX EXEMPT) \$0.00
PROJECT TOTAL \$409,735.20

TERMS

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the installation as specified. Payment will be made as outlined above.

ACCEPTANCE

ARLINGTON COUNTY DEPARTMENT OF PARKS AND RECREATION

SIGNED

DATE

PRINT NAME

TITLE

PRODUCTIVE AV



SIGNED

2/18/2019

DATE

Juan Biale

PRINT NAME

President

TITLE

Memorandum:

Response to Arlington County Request for Negotiation

RFP 18-115-RFP Long Bridge Aquatic Center

Department of Parks and Recreation

November 1st, 2018

Upon award, Productive AV intends to begin value engineering the following items for the Long Bridge Aquatic Center with Arlington County's team. Each item is intended to be used as a potential enhancement to help achieve the overall vision for the finished Aquatics Center. These items may be determined to be essential (or non-essential) elements of the final AV design so that budget may be adjusted appropriately and that other design elements, such as electrical and structural, may be adjusted accordingly.

- Substituting a D&B or Meyers line-array speaker system for the current design.
- Video distribution from camera feed to Lobby and/or other areas
- Integration of speakers into fire system
- Digital Signage
- Inclusion of a nursing room for mothers during meets
- Spare parts
- Way finding system
- Wet classroom AV integration into central AV system

Available resources for the above items may not be known until other design elements are finalized (cable paths, final power locales, etc.)