



**Office of the Town Administrator**  
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**TOWN OFFICES HD AND HYBRID MEETING ROOM UPGRADES**  
**REQUEST FOR QUOTES**  
**&**  
**SCOPE OF WORK STATEMENT**

**Under Massachusetts Operational Services Division Contract OFF50**

The Town of Berlin invites qualified vendors to submit written quotes for the supply and installation of all equipment, wiring and all other ancillary equipment necessary to upgrade two meeting rooms and the Cable Access office (“Control Room”) in the Berlin Town Offices for remote and live broadcasting capability.

All pricing, including ceiling/not-to-exceed pricing for labor or MSRP discounts for equipment and supplies must be equal to or more advantageous to the Town than shown on the Master Price File under State Bid Contract OFF50.

**Scope of Work Statement**

Location of Rooms: The Berlin Town Offices are located at 23 Linden Street, Berlin, MA and the two meeting rooms to be upgraded are Rooms 218 and 227. Rooms 218 and 227 are located on the 2<sup>nd</sup> floor diagonally across from each other, with a hallway separating them.

Room Size, Construction & Access: The approximate size of each room is 35’ x 24’ with a 9’ drop ceiling. The walls in both rooms have wood studs covered by sheetrock. There is ample space above the drop ceilings to run lines for video, power, control and microphone. The approximate length of lines needed is 50’. Access to the space above the drop ceilings is available from the Cable Access office.

Required Equipment: The equipment described below, and adequate lengths of appropriate cable and wiring necessary to complete this project must be supplied and installed.

**Submitted quotes must include the Manufacturer, Model Number, Unit Price, and Total Cost for each item described in the table below.**

QTY	ITEM DESCRIPTION
2	Monitors for Switcher Interface/MultiView
2	Intellimix audio mixer, linked, dual output
10	Gooseneck Microphones
4	4 Channel TX/RX over CAT6 InstaSnakes for audio
1	19" HD TV Return - Confidence Monitor- in rack
4	low profile ceiling speaker 6.5" for room PA, Zoom Audio
2	60Watt amp/mixer for above speakers
2	1080p/60 3G-SDI to USB 3.0 Capture Device
2	1x2 HDMI Splitter for Chambers PC- TX to Control Room & Projector
2	HDMI over Cat for Chambers PC send to Control Room
2	HD Recorder w confidence monitor
2	Up, down cross converter w Scaler for aspect ratio signal adjustment
2	Wall plate w HDMI & VGA TX w Loop for Zoom and Presentations
<b>Hardware:</b> All Cables, Misc Hardware, Adapters, Connectors, etc.	
<b>Labor:</b> Total cost for Installation, Labor, Training, Configuration/Programming	
<b>Administrative:</b> All costs for travel, mileage & administrative work required for this project	
<b>Shipping &amp; Handling:</b> All estimated shipping costs	

The physical location of each camera, microphone, monitor and any other equipment to be installed/mounted shall be determined in consultation with the Town’s Cable Access Director.

The selected construction services vendor (“Contractor”) will be required to pull all required local permits and will be required to meet with the Cable Access Director on site prior to commencement of the project, and during project construction.

**GENERAL INSTRUCTIONS**

All Quotes for supplies and materials and/or construction services, including all attached certifications and documentation must be submitted in writing via email to [townadministrator@townofberlin.com](mailto:townadministrator@townofberlin.com) and received **NO LATER THAN Friday, April 22, 2022.** All Quotes received by the deadline will be reviewed for completeness and responsiveness.

**All Quotes MUST include:**

1. An itemized listing of all equipment, hardware, cable, wires and ancillary equipment necessary to complete the project or to be supplied for the project according to this RFQ, including the Quantity, Manufacturer, Model Number, Unit Price, and Total Cost for each item, AND
2. Written certification that the submitted Quote includes all anticipated services, equipment and materials required for the vendor to complete the relevant portion of the project, i.e., supplying equipment and materials and/or performing project construction, AND
3. Comprehensive list of at least three (3) references showing at least 3 years of relevant experience with municipal and/or other Massachusetts public contracts, AND
4. Labor Harmony and OSHA Certification (for construction services only): (1) that the vendor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish [sic] documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration, AND
5. Fully completed Workers' Compensation Insurance Affidavit, attached hereto (for construction services only), AND
6. Fully completed and executed CERTIFICATION OF NON-COLLUSION, attached hereto, AND
7. Fully completed and executed and TAX COMPLIANCE CERTIFICATION, attached hereto, AND
8. Certification that labor costs for construction services will be paid according to the Commonwealth of Massachusetts Department of Labor Standards prevailing wage rates, attached hereto.

The selected construction services vendor may be required to obtain a payment bond in the amount of fifty percent (50%) of the contract price within ten days of the contract award date in accordance with chapter 149 of the Massachusetts General Laws.

All questions regarding this Request for Quotes & Scope of Work Statement must be submitted by email to Town Administrator Margaret Nartowicz at [townadmin@townofberlin.com](mailto:townadmin@townofberlin.com), Subject Line: “Town Offices HD & Hybrid Meeting Room Upgrades”.

Any technical questions and requests for site visits must be submitted by email to Cable Access Director Brittany Blaney-Anderson at [cableaccess@townofberlin.com](mailto:cableaccess@townofberlin.com), Subject Line: “Town Offices HD & Hybrid Meeting Room Upgrades”.

All questions will be promptly responded to in writing via email to the requestor.

All submitted Quotes must be in accordance with the Commonwealth of Massachusetts Operation Services Division **Contract #OFF50: Audio, Video, Multimedia Presentation Equipment, Supplies and Services**. Quotes may be submitted under one or multiple contract OFF50 product/service categories (1 through 5). The Town of Berlin reserves the right to award one or more contracts for this project and to negotiate with selected vendor(s) for further discounts. Any contract for equipment and supplies shall be awarded based on best value. Any contract for construction services shall be awarded to the responsive vendor submitting the best ceiling/not-to-exceed price.

*The Town of Berlin reserves the right to reject any or all Quotes in whole or in part, to waive minor informalities, and to accept a Quote and award one or more contracts in the best interest of the Town.*

#### Procurement & Project Schedule:

- RFQ/Scope of Work Statement Issued: March 28, 2022
- Deadline to submit written questions: Wednesday, April 20, 2022
- Deadline to submit Quotes: Friday, April 22, 2022
- Anticipated Notice of Contract Award: Tuesday, April 26, 2022
- Anticipated Project Completion by: June 30, 2022

#### CONTRACTOR RESPONSIBILITY - CONSTRUCTION SERVICES:

The Contractor shall commence work as soon as practicable upon contract execution, and in coordination with the Cable Access Director. Prior to the commencement of work, the Contractor shall apply for and secure all local permits necessary to conduct the work, confirming with the Cable Access Director that work may proceed.

The Contractor shall be responsible for thoroughly understanding the scope of work, and shall coordinate all Project work, including dates, times and work components with the Cable Access Director, who shall regularly oversee all Project work performed by the Contractor.

All work shall be conducted so as not to impede or disrupt pedestrian access or normal business operations at the Berlin Town Offices.

All work shall include necessary preparation for the for the project. All debris shall be completely removed from the site and properly disposed of by the Contractor.

Project construction shall be deemed complete after all required local inspections are conducted and the work is approved certified as complete by the Cable Access Director.

Contractors performing project construction shall comply with all OSHA safety standards throughout the project and shall assure that any and all hazards are secured when the Contractor is not on site or actively performing work.

## INSURANCE

- A. The Contractor shall obtain and maintain in full force and effect during the term of the contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

### Workers Compensation and Employment Liability (no less than):

- \$1,000,000 each accident – Bodily Injury by Accident
- \$1,000,000 contract limit – Bodily Injury by Disease
- \$1,000,000 each Employee – Bodily Injury by Disease

### Contractors General Liability and Property Damage

- \$1,000,000 Per Occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 Products and Completed Operations Aggregate
- \$2,000,000 General Aggregate

### Contractors Auto Liability

- \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

### Umbrella or Excess Liability

- \$2,000,000 Per Occurrence and Aggregate

- B. The Contractor shall list the Town of Berlin as additional insured with respect to this project on the Commercial General Liability, Auto Liability and Umbrella/Excess Liability for the duration of the project. Certificates evidencing all such coverages shall be provided to the Town upon contract award. Each such certificate shall specifically refer to the contract and shall state that such insurance is as required by the contract.

The Contractor shall maintain the worksite in an orderly and safe fashion throughout the Project and shall properly dispose of all materials off-site.

The Contractor shall assure that on-site inspections are scheduled at the frequency required by local inspectors. The Contractor shall not cover any openings until such inspections are conducted and approvals are granted by the relevant inspectors, before proceeding.

The Project shall be completed no later than June 30, 2022, unless an extension is mutually agreed to in writing by the TOWN and the Contractor.

*RFQ Attachments:*

*Non-Collusion and Tax Compliance certificates*

*Workers Compensation Affidavit*

*Prevailing Wage Rates*

**SAMPLE CONTRACT TERMS & CONDITIONS**

1. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
2. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
3. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
4. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

4. INSURANCE

- A. The Contractor shall obtain and maintain in full force and effect during the term of the contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

Workers Compensation and Employment Liability (no less than):

- \$1,000,000 each accident – Bodily Injury by Accident
- \$1,000,000 contract limit – Bodily Injury by Disease
- \$1,000,000 each Employee – Bodily Injury by Disease

Contractors General Liability and Property Damage

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- \$2,000,000 Products and Completed Operations Aggregate
- \$2,000,000 General Aggregate

Contractors Auto Liability

- \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Umbrella or Excess Liability

- \$2,000,000 Per Occurrence and Aggregate

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in



connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**Contract terms and conditions may be added, deleted or amended as required in the interest of both parties.**