



SERVICE AGREEMENT NO. 4347

Emergency Operations Center (EOC) technology upgrades for CCFD

THIS **Emergency Operations Center (EOC) technology upgrades for CCFD Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and The Personal Computer Store, Inc., dba Avinext ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Emergency Operations Center (EOC) technology upgrades for CCFD in response to Request for Bid/Proposal No. 4347 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. Scope. Contractor will provide Emergency Operations Center (EOC) technology upgrades for CCFD ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. Term.

(A) The Term of this Agreement is three years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$349,411.68, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Mariza Rodriguez
Department: Fire Department
Phone: 361-826-3994
Email: MarizaR2@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as

may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Mariza Rodriguez
Title: Contracts/Funds Administrator
Address: 2406 Leopard St., Suite 300, Corpus Christi, Texas 78408
Phone: 361-826-3994
Fax: N/A

IF TO CONTRACTOR:

The Personal Computer Store, Inc., dba Avinext
Attn: Tim Rhome
Title: General Manager
Address: 1400 University Drive East, College Station, Texas 77840
Phone: 979-846-9727

Fax: N/A

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor’s failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner’s Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

DocuSigned by:
Signature: Tim Rhome
B5667D5A3023430...

Printed Name: Tim Rhome

Title: Texas

Date: 8/26/2022

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - Procurement

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 4347
- Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements/Background Information

The purpose of Emergency Operations Center (EOC) upgrade is to update the technology in the EOC which includes the video distribution, audio, web conferencing, and add new video walls as well as move the equipment out of the room to a new location.

2406 Leopard, Suite 400, Corpus Christi, Texas

1.2 Scope of Work

The Contractor shall:

- A. Install two direct view LED video walls at the existing display locations.
- B. Video walls will be wall mounted on the existing walls. Each video wall will mirror each other and display a feed from a windowing processor. This processor will take all the video inputs into the system and display them in configurations determined by the City of Corpus Christi in the programming meeting. These configurations will be saved as presets and selectable by a touch panel located on one of the front tables.
- C. The existing four displays around the perimeter of the room will be reused and connected to the main video system. These will have the ability to be independently selected from the main video walls.
- D. A separate video input can be sent to these displays, or they can be set to be mirrored to the video wall.
- E. The inputs into the system are:
 - Ten Table PCs
 - Direct TV Tuner
 - Laptop HDMI at the head table
- F. There are a total of 8 tables and 1 head table
 - Each table will use an existing owner furnished PC as an input into the system as well as an existing wired gooseneck microphone.
 - An existing local monitor will be hooked to the PC that will display that PCs content only.
 - The head table will have two PCs that input into the system for a total of ten table PC inputs

- G. One camera will be installed on the column in front of the head table and will be used to capture the users of that space.
- H. **Audio Upgrades:**
 - New DSP and amplifiers will be installed, and the existing ceiling speakers will be zoned out above each of the 9 tables Audio Reinforcement.
 - Two new wireless microphone body packs with lapel mics will be provided by the Contractor.
 - The equipment to support the technology of the space will be installed into an existing rack in the IDF on the floor below.
 - Cable length will be sufficient and no fiber connection to a switch is necessary. An owner switch is available in rack for all network connections.

1.3 Included with upgrade:

- A. The Contractor, In addition to the above-mentioned audio video components, will complete the following as part of this upgrade.
 - a. Run all new wires needed within the EOC
 - b. Speaker wires between amps and 9 speaker zones
 - c. Video distribution wiring between the video walls and EOC rack
 - d. Video distribution wiring between the four stand-alone displays and EOC rack
 - e. Video distribution wiring between the camera and EOC rack
 - f. Video distribution wiring between the table PC inputs and EOC rack
 - g. Video distribution wiring between the laptop input and EOC rack
 - h. Video distribution wiring between the DirecTV receiver and EOC rack
 - i. All other interconnects between the equipment housed in the EOC rack
 - j. Connections between the owner furnished switch and video distribution equipment provided by the Contractor.
 - k. Remove existing equipment
 - l. All existing unused AV equipment will be removed and turned over to the City of Corpus Christi for disposal.
 - m. All existing unused AV cabling will be removed and turned over to the City of Corpus Christi for disposal.
 - n. Existing racks will be removed (assuming all existing equipment is no longer needed) and turned over to the City of Corpus Christi for disposal.
- B. The City of Corpus Christi will be responsible for the following as part of this project.
 - a. Provide power at locations indicated on the Contractor's drawing set
 - b. Refinish the walls as needed for the video walls according to the manufacturer specifications
 - c. Provide Ethernet switches as needed.
 - d. Configure switches according to equipment manufacturer specifications
 - e. Re-route DirecTV receiver (if needed)



AV SAVVY. NETWORK SMART.

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Date	
199611-A	08/16/22
Sales Rep	
Jonathan Reed 979-595-2798 Ext. reed@avinext.com	

For	Phones			
Greg Johnson City of Corpus Christi 1201 Leopard Street Corpus Christi, TX 78401 United States	(361) 826-8354			
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	1/31/2023	Will Call STD

	Part	Description	Qty	List Price	Price	Ext. Price
1	COMTIPS7	TIPS Contract 210101 Technology Solutions, Products and Services	1	\$0.00	\$0.00	\$0.00
2	HDWMOUNT	Mounting Hardware	1	\$2,497.00	\$2,246.62	\$2,246.62
3	HDWRACKLG	Miscellaneous Rack Hardware - Large	1	\$770.00	\$700.00	\$700.00
4	SER100014	Avinext Project Manager	111	\$125.00	\$112.50	\$12,487.50
5	SER10007	Avinext A/V Technician	133	\$95.00	\$85.50	\$11,371.50
6	SER10008	Avinext Lead A/V Technician	55	\$125.00	\$112.50	\$6,187.50
7	SER100080	Avinext Lead A/V Programmer	75	\$160.00	\$144.00	\$10,800.00
8	SER10009	Avinext Lead A/V Designer	20	\$160.00	\$144.00	\$2,880.00
9	SER10016	Avinext Travel Expenses	1	\$8,100.00	\$8,100.00	\$8,100.00
10	WARO3	3 Year On-Site Warranty	1	\$37,436.96	\$37,436.96	\$37,436.96
11	CD-MX915H	LWC CD-MX915H HOOD PLASTIC FOR MAXBLOX DSUB	4	\$4.45	\$3.15	\$12.60
12	CD-MX9F	LWC CD-MX9F DSUB JACK DB9F-PHX IN-LINE	4	\$22.90	\$15.33	\$61.32
13	28102	6FT USB AB DEVICE BLACK USBA TO USBB	1	\$5.99	\$0.00	\$0.00
14	FHB5196	Chief FHB5196 M8 HW 4.3IN HI/LO VESA OFFSET BRKT	4	\$143.00	\$102.75	\$411.00
15	TILD1X3IER-L	Chief dvLED Triple Display Wall Mount for Samsung IER-F Series - Left. The modular system contains left, middle, and right structural components that can be ordered in 2 high and 3 high lengths to sup	2	\$1,193.00	\$780.48	\$1,560.96
16	TILD1X3IER-M	Chief dvLED Triple Display Wall Mount for Samsung IER-F Series - Middle. The modular system contains left, middle, and right structural components that can be ordered in 2 high and 3 high lengths to s	4	\$1,230.00	\$804.96	\$3,219.84
17	TILD1X3IER-R	Chief dvLED Triple Display Wall Mount for Samsung IER-F Series - Right. The modular system contains left, middle, and right structural components that can be ordered in 2 high and 3 high lengths to su	2	\$1,194.00	\$781.20	\$1,562.40

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	Part	Description	Qty	List Price	Price	Ext. Price
18	TILSC3HIFH	Chief Tripe Display LED Side Covers for Samsung IFH & IER Series. Built for the Samsung IFH & IER Series. Side covers add a clean aesthetic trim to the sides of unsightly LED displays. The modular des	2	\$727.00	\$413.28	\$826.56
19	CBL-HD-12	Crestron CBL-HD-12 Crestron® Certified HDMI® Interface Cable, 18 Gbps, 12 ft (3.6 m)	11	\$78.00	\$48.36	\$531.96
20	CBL-HD-6	Crestron CBL-HD-6 Crestron® Certified HDMI® Interface Cable, 18 Gbps, 6 ft (1.8 m)	30	\$56.00	\$34.72	\$1,041.60
21	CP4N	Crestron CP4N 4-Series™ Control System	1	\$3,080.00	\$1,909.60	\$1,909.60
22	DMF-CI-8	Crestron DMF-CI-8 DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots	2	\$2,200.00	\$1,364.00	\$2,728.00
23	DM-NVX-360	Crestron DM-NVX-360 DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder	16	\$1,980.00	\$1,227.60	\$19,641.60
24	DM-NVX-360C	Crestron DM-NVX-360C DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	15	\$1,980.00	\$1,227.60	\$18,414.00
25	TS-1070-B-S	Crestron TS-1070-B-S 10.1 in. Tabletop Touch Screen, Black Smooth	1	\$3,300.00	\$2,046.00	\$2,046.00
26	60-1989-000012	Quantum Ultra 305 Quantum Ultra 3U 3 x 1~11120 Quantum IN4HDMI Quantum IN4HDMI Quantum IN4HDMI Quantum OUT4HDMI Quantum Ultra Blank Plate	1	\$78,000.00	\$38,500.00	\$38,500.00
27	100036	LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	47	\$0.24	\$0.17	\$7.99
28	11108080034	LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	47	\$0.64	\$0.45	\$21.15
29	112627	LWC 112627 BNC PLUG RG8 PLN CRIMP 3-PC	8	\$5.59	\$3.96	\$31.68
30	16-2C-P-BLK	LWC 16-2C-P-BLK COMMERCIAL 16/2 CMP BLACK	2400	\$0.47	\$0.31	\$744.00
31	22-1P-CMP-EZ-BLK	LWC 22-1P-CMP-EZ-BLK QWIKSTRIP 22/1P AUDIO CMP BLK	2040	\$0.42	\$0.29	\$591.60
32	24-4P-P-L6-EN-BLK	LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	5700	\$0.72	\$0.48	\$2,736.00
33	24-4P-P-L6SH-BLK	LWC 24-4P-P-L6SH-BLK CAT6 23/4P F/UTP CMP BLACK	600	\$1.27	\$0.89	\$534.00
34	RG8-CMP-BLK	LWC RG8-CMP-BLK RG8 DUAL SHIELD CMP BLACK	400	\$8.01	\$5.68	\$2,272.00
35	RJ45-STP-L6	LWC RJ45-STP-L6 CAT6 F/UTP RJ45 INSTALL KIT	4	\$7.08	\$4.78	\$19.12
36	U1V	Middle Atlantic U1V 1SP VENTED UTILITY SHELF	1	\$73.00	\$45.50	\$45.50
37	NC3FXX	LWC NC3FXX NEUTRIK XLRF 3P CBL NKL	13	\$3.40	\$2.41	\$31.33
38	CJ688TGBL	1PK BLK MOD CAT6 UT P8P8W UNIV TG MOQ50	24	\$17.54	\$15.75	\$378.00
39	CPP24FMWBLY	24PORT BLK MOD FLUSH MNT PATCH DIRECT SHIP INCREMENTAL OF 1	1	\$70.76	\$59.45	\$59.45
40	UTP28SP10BL	10FT CAT6 BLK CU PATCHCORD SD DIRECT SHIP INCREMENTAL OF 1	40	\$17.72	\$15.33	\$613.20
41	SLQUD-110-P	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.	1	\$215.00	\$150.50	\$150.50
42	CORE 110f	QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	1	\$3,920.00	\$2,744.00	\$2,744.00
43	CX-Q 4K8	QSC CX-Q 4K8 8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, with Mic/line Inputs, 100-240V.	1	\$5,335.00	\$3,734.50	\$3,734.50

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	Part	Description	Qty	List Price	Price	Ext. Price
44	I/O-USB BRIDGE	QSC : I/O-USB Bridge	1	\$2,085.00	\$1,344.00	\$1,344.00
45	PTZ-12x72	Conference camera with 12x optical zoom	1	\$4,495.00	\$2,975.00	\$2,975.00
46	F-IE015RM130	IER - 130 WITH 1.5MM FHD 3X3	2	\$88,085.00	\$70,468.00	\$140,936.00
47	TL48B/O-MTQG-A	Shure TL48B/O-MTQG-A OMNI LAV, TAILORED,MTQG,BLACK,ACCS	2	\$561.00	\$452.17	\$904.34
48	ULXD1=-H50	Shure ULXD1=-H50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	2	\$585.00	\$468.00	\$936.00
49	ULXD4D=-H50	Shure ULXD4D=-H50 Dual Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware	1	\$3,656.00	\$2,924.80	\$2,924.80

SubTotal	\$349,411.68
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$349,411.68

QUOTES ARE VALID FOR 90 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change, or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:
- City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277
- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to

suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

Bond Requirements:

No bonds are required, therefore, Section 5 Insurance; Bonds subsection 5(B), is hereby void.

2021 Insurance Requirements

Ins. Req. Exhibit 4-B

Contracts for General Services – Services Performed Onsite

06/08/2020 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

The Contractor warrants audio/visual installations for a period from the original invoice date. This warranty covers all cables, plates, projectors, displays, codecs, interactive whiteboards, speakers, microphones, distribution amplifiers, switchers, scalars, control systems, and/or other equipment sold and installed by The Contractor as part of the original installation. The limited warranty covers parts, labor, and standard shipping required to return the system to proper working condition.

The limited warranty covers the following:

- Improper workmanship directly associated with the installation of equipment by The Contractor personnel
- Premature failure of equipment due to normal operation (as determined by The Contractor and/or the manufacturer)
- Labor to repair the system, components and parts in order to restore the system to original operating condition

The limited warranty does not cover the following:

- Consumable items such as projector lamps and batteries for remotes
- Ground loop problems caused by faulty or dirty power
- Projector issues such as dirty lens, alignment, focus, dust and/or heat build-up caused by dust
- Routine maintenance as recommended by the manufacturer or as conditions require
- Programming changes including, but not limited to, user interface (UI) changes, operation of preset controls (i.e. macros), and addition of buttons or pages to UI
- Firmware or software updates made available by the manufacturer after the original installation
- Requests for service due to operator error
- Service required as a result of negligence, misuse, or attempted repairs by anyone other than The Contractor or the manufacturer
- Connections or dis-connections made by others
- Removal or reinstallation of equipment
- Damage caused by lightning, electrical surges, brownouts, overloaded circuits, or acts of God

The warranty statement above describes the The Contractor Limited Installation Warranty and begins at substantial completion. However, this warranty does not change or modify the manufacturer's warranty in any way. Consult the owner's manual for details about the manufacturer limited warranty.