

SERVICE AGREEMENT NO. 1636

Public Address System for Corpus Christi International Airport

THIS **Public Address System Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Ford Audio-Video Systems LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Public Address System in response to Request for Bid/Proposal No. N/A ("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 Public Address System ("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.** This Agreement is for 36 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$196,975, subject to approved extensions and changes. Payment will be made for Services completed 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.
- 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: John Hyland
Department: Aviation
Phone: 361-289-0171x1221
Email: JohnHy@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 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. Any Services 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.

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.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.

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 related 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: John Hyland
Title: Airport Public Safety Chief
Address: 1000 International Drive, Corpus Christi, Texas 78406
Phone: 361-289-0171x1221
Fax: None

IF TO CONTRACTOR:

Ford Audio-Video Systems LLC
Attn: Taft Baldwin
Title: Senior Account Manager
Address: 1340 Airport Commerce Drive, Suite 470, Austin, Texas 78741
Phone: 512-447-1103x2709
Fax: None

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 Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator 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 Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager 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. 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.

20. 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.

21. 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).

- 22. 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.
- 23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.
- 25. 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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

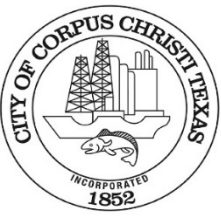
Attachment C: Insurance and Bond Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. N/A

Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

SCOPE OF WORK:

A. General Requirements

1. The Contractor shall be responsible for the Design, Engineering, Fabrication, Project Management, Supply, Installation and Commissioning, and Training of the Public-Address system at Corpus Christi International Airport(CCIA).
2. Contractor shall provide labor, technician, materials, equipment and professional services to complete the project.
3. Contractor shall conduct back ground checks for all personnel before assigned to work under this agreement. Contractor may be asked to submit background reports to the Contract Administrator. Background check shall be done at the Contractor's expense.
4. The Contractor shall barricade or place cones around the work area before commencing services. The Contractor shall take special measures to safeguard the area while services are being performed. Contractor shall minimize any interference to the building occupants with day to day operations. The Contractor shall be responsible for assuring the safety of its employees, Customers employees and the public during performance of all services under this agreement.
5. Contractor shall clean work site from debris or hazards after completion of work.
6. Contractor shall dispose oils, solvents, in accordance with all applicable laws, rules, regulations as to ensure the highest level of safety to the environment and public health.

B. Supply and Installation

Contractor shall supply and install the following systems at Corpus Christi International Airport (CCIA).

1. PAGING STATIONS

- I. Five paging stations shall be installed, one at each ticket counter located at each gate in the terminal.
- II. Five expansion paging stations shall be wall mounted, one at each jet way in the terminal.
- III. One table mount paging station shall be provided in the Security Dispatch Operations Center.

- IV. One paging station shall be wall mounted in baggage claim behind the information desk.
- V. Six paging stations, one at each ticket counter located in the 1st level ticketing area.
- VI. One rack mounted paging station at the paging system head end in the CCIA furnished equipment rack.
- VII. Six additional network drops, one at each vacant ticket counter at the 1st level ticketing area.
- VIII. Eleven Adaptor Plates

2. PAGING SYSTEM HEAD END

- I. One rack mounted Personal Computer(PC) in the head end CCIA rack. This PC shall provide control and balancing of the paging system.
- II. Rack mounted DISP.MON, 17" HD/Keyboard/KVM BP, Make: Middle Atlantic
- III. One redundant rack mounted power supply system in the CCIA rack head end.
- IV. One ambient noise processing system in the CCIA rack head end.
- V. Thirteen digital audio amplifiers in the CCIA rack head end.
- VI. Two Titan power Amp Mainframe 16Ch+Backup 120VAC.
- VII. One Global Com IP100 Controller with Additional 8 x8 Cobra Net Audio Channels.
- VIII. One Global Com Configuration Per Day.
- IX. One Global Com Power Supply Module (for redundancy).
- X. One 2- Channel Analog to Cobra Net Input Module. Decora or DIN Rail Mount.
- XI. One Software Configuration for 591D Client.
- XII. Wire 4PR, 24AWG, CAT 6, CMP, Make: West Penn
- XIII. Three SWIT, 28 PORT, GIGABIT, POE, Make: Cisco
- XIV. Four TRAN, GIGABIT Ethernet SX Mini, Make: Cisco
- XV. Wire fiber MM OM3, TB, Riser MIC, Make: Corning
- XVI. One AV,1RU, Closet, Conn, HSG, 2CCH, PA, Make: Corning
- XVII. Two Pane, Single Panel, Wall Mounted, Make: Corning
- XVIII. Three Pane, 12 Fiber, LC, Duplex, 6A DAPT, Make: Corning
- XIX. Sixteen Conn, Fiber, Unicam OM3 50UM, Make: Corning

C. Spares

In the event of an issue, CCIA will use the following spares. Contractor shall leave the following spares at CCIA.

- I. Two ACS Mic Sta Digital Horiz Flush Mt w/Handheld and Expansion Board,
- II. Two ACS Mic Sta Acs Mic Sta 528 Expansion Handheld Expansion Station,
- III. Two Global Com 4-Button Digital Mic Sta w/Handheld Mic and Surface Backbos,
- IV. Two Titan Series 2x300W Power Amplifier Card (70V/110AC)
- V. Two ACS Hand Held Mic W/Magnet
- VI. Sixteen Adaptor Plate 508 backbox to 528
- VII. Eleven Adaptor Plate 528 backbox to 524/528 SK
- VIII. Five ACS Mic Sta 528SK Surface Back Box.

D. Software License Renewals

- I. Two GCK Core Software Annual License and Maintenance Fee
- II. Twenty GCK Software End Point License for Cobra Net
- III. Forty GCK Software End Point Annual License Fee for Cobra Net – Annual License and Maintenance Fee.

E. FAS

- I. Flight Announcement System Core Software Inc. Prizm Core Database,
- II. Flight Announcement System Library, English,
- III. Engineering Services
- IV. Secondary NIC for FAS data connection to IED System

F. Visual Paging

- I. Fourteen IED Visual Display Client Software for Visual Paging and Wayfinding(Windows) Software Required Per Monitor
- II. Engineering Services.
- III. Setup and Configure System for Visual Paging

G. Two IED Custom 2 IED0710 – IED Factory Training.

H. CCIA Responsibility

1. The CCIA shall have a representative available throughout the installation to make decisions concerning the installation. The purpose is to ensure that communication between the CCIA and Ford is accurate and responsive in the event of questions or problems that may arise during installation.
2. The CCIA shall clear the work areas involved in the installation of all activities during the periods of installation. Customer shall ensure that the job site is

available for Contractor, and there are no interruptions in the availability of the job site and the ability of Contractor to do the work.

3. The CCIA shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust free and air-conditioned environment that is secure and quiet. The CCIA is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Contractor to the job site.
4. Providing and preparing adequate space for the locations of equipment, speakers, speaker clusters, subwoofer cabinets, distributed under and over balcony speaker systems, stage monitor systems, equipment racks, control and mixing consoles, and equipment racks included in systems. In the event floors are sloped or not level, the CCIA is responsible for making the floor level under consoles and equipment's racks. In the event a projection is recessed in a finished ceiling, CCIA is responsible for refinishing the ceiling.
5. CCIA shall provide a clear with adequate ventilation and air conditioning that maintain a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks.
6. If required, CCIA shall perform any A/C, electrical, carpentry, painting, masonry, or carpet laying work. If A/C electrical power is required to be installed or conduit systems are required to support the audio-video systems, it is the responsibility of the CCIA, to provide complete and adequate electrical power, unless otherwise noted.

I. Contractor Responsibilities

1. Contractor shall inspect the site thoroughly before commencement of work. Contractor shall inform the CCIA if any issues or requirement raised during inspection.
2. Contractor shall inform CCIA for any A/C, electrical, carpentry, painting, masonry or carpet laying work require before commencement of project. Contractor shall recommend for electrical power and conduits to be provided by the electrical contractor for audio/control system.
3. Contractor shall work with the CCIA to schedule the installation. During project commencement, if the future installation needs work and which is not in the scope of Contractor, the Contractor shall immediately inform the CCIA. Contractor shall remain proactive in nature.
4. Contractor shall remove the existing equipment that is not being reused and return it to the CCIA. Contractor shall take care while handling CCIA and shall install it according to standard industry practices.
5. If the CCIA furnished equipment is damaged or lost, while handling or installing by the contractor, the cost of new equipment shall be borne by the Contractor.
6. Contractor shall provide line drawings for systems and equipment manuals electronically at no cost to the CCIA.

7. Contractor shall install low voltage audio wiring for systems.
8. Contractor shall perform electronic testing of audio systems and tuning of studio processors.
9. Contractor shall provide as-built drawings with wire numbers and labels.

J. Installation Schedule

1. Contractor shall finish the project within 13 weeks from agreement execution. Contractor shall provide project schedule at the beginning of the project. Project schedule shall identify start date, purchase of equipment, assemble of equipment, in shop testing, onsite installation, test out, commissioning and training.
2. Due to unforeseen event, if the Contractor needs extra time to complete a project, Contractor shall submit a schedule change request detailing the reason and extension time period.
3. Contractor shall schedule its work week in advance. In the event CCIA changes the schedule or the CCIA other contractor fall behind in completing their portion of work, CCIA shall notify Contractor Project Manager.

K. CCIA Furnished Equipment

1. The CCIA may own equipment that they desire to integrate with the Contractor installation. Contractor reserves the right to accept or reject equipment provided by the CCIA. Contractor shall provide the reason for rejecting the CCIA equipment.
2. If the Contractor rejects CCIA equipment, Contractor shall provide suggestions and quote for the new equipment. CCIA shall have complete authority to compare and to buy similar equipment from other vendors.
3. Contractor shall not be responsible for the operation, performance, appearance, or effects of CCIA equipment before, during, or after its integration into the system.
4. The CCIA is responsible for installation and registration of all software on CCIA computers. Contractor will provide the CCIA with system requirements for Contractor provided software, but the CCIA is responsible for installing it on the CCIA PC's and/or CCIA Network. All software-related customer support shall be directly provided by the software manufacturer.
5. The CCIA agrees to reimburse Contractor for all work related to the service and/or troubleshooting of CCIA equipment with the provision that the CCIA authorizes Contractor to proceed with malfunction evaluation and repairs.
6. In the event that CCIA equipment does not function properly, Contractor shall notify the CCIA. The CCIA will determine if the equipment is to be a) repaired, b) an alternate unit provided by the CCIA, c) the unit is not to be used, or d) Contractor is to provide a new unit, Contractor shall provide a cost to the CCIA for the work to be done. The CCIA will authorize any additional cost to the job.

L. Preventative Maintenance

1. Contractor shall perform one pre-scheduled service call, prior to the end of the warranty period, for conducting routine preventative maintenance(PM) to check the general operation of equipment. This PM service call shall be scheduled in advance with the CCIA, between 8:00 am to 5:00 pm Monday to Friday, excluding holidays, and does not include expendable materials used or system programming.

M. Training and Documentation

1. Contractor will host a training session near the completion of installation. Contractor shall provide a quick start guide(QSG) for each room type. One copy of a laminated document, for each room type, shall be provided to the CCIA.
2. Contractor personnel will attend the initial first use of the system and assist the CCIA operators and users in the operation of the Ford-installed system.
3. Contractor shall provide a training agenda for scheduled training.

Attachment B: Bid/Pricing Schedule



System Name

Manufacturer	Model	Description	QTY	Cost	Extended Cost
WEST PENN	WEST.254246	WIRE,4PR,24AWG,CAT 6,CMP	8,000.00	\$0.32	\$2,561.00
CISCO	CISC.SG35028MPK	SWIT,,28,PORT,GIGABIT,POE	3	\$908.00	\$2,724.00
CISCO	CISC.MGBSX1	TRAN,GIGABIT ETHERNET SX MINI-	4	\$111.00	\$444.00
CORNING	CORN.006T813118	WIRE,FIBER MM OM3,TB,RISER MIC	1,500.00	\$1.00	\$1,500.00
CORNING	CORN.CCH-01U	AV,1RU,CLOSET,CONN,HSG,2CCH,PA	1	\$269.00	\$269.00
CORNING	CORN.SPH-01P	PANE,SINGLE PANEL, WALL MOUNTA	2	\$69.00	\$138.00
CORNING	CORN.CCHCP12E4	PANE,12FIBER,LC,DUPLEX,6ADAPT	3	\$86.00	\$258.00
CORNING	CORN.95-050-99X	CONN,FIBER LC UNICAM OM3 50UM	16	\$16.00	\$256.00
MIDDLE ATLANTIC	MIDD.RMKBLCD17K	DISP.MON,17"HD/KEYBOARD/KVM 8P	1	\$2,361.00	\$2,361.00
IED	IED.CUSTOM1	IED Custom Quote #3216095015	1	\$154,907.32	\$154,907.32
	DISCOUNT	Ford AV BuyBoard Discount on IED Systems	1	-\$46,472.32	-\$46,472.32
	IED.CUSTOM2	IED0710 - IED FACTORY TRAINING (1 Trip)	2	\$2,570.50	\$5,141.00
	DISCOUNT	FORD AV BuyBoard Discount on IED Systems	2	-\$857.00	-\$1,714.00
	FAV.MISC1	HARDWARE-CONNECTORS-SUPPLIES	1	\$3,750.00	\$3,750.00
		BuyBoard Labor Breakdown	Hours	Hourly Rate	Extended Cost
		Tech. Specialist	120	\$100.00	\$12,000.00
		Project Manager	85	\$96.00	\$8,160.00
		Assembly	120	\$53.00	\$6,360.00
		Installation Tech	300	\$72.00	\$21,600.00
		Job Super	110	\$81.00	\$8,910.00
		Travel			\$13,822.00
				Equipment:	\$126,123.00
				Labor:	\$70,852.00
				Shipping:	\$0.00
				Total:	\$196,975.00

This quote has been provided on the BuyBoard Contract #563-18

PROPRIETARY INFORMATION: The information contained herein is for use by parties herto and is not for distribution outside their respective companies. All material is gauranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over and above this estimate. This agreement is contingent upon accidents or delays beyond our control. Owner shall carry fire and other necessary insurance. Our workers are covered by Worker's Compensation insurance. THIS PROPOSAL IS VALID FOR 30 DAYS.



QUOTE NUMBER:

32-1609-5015 MSRP

Home Office
9701 Taylorsville Road
Louisville, Kentucky 40299
Ph(502) 267-7436 Fax (502) 267-9070
Email Purchase Orders to: orders@iedaudio.com

Regional Office: 10
637 South 8th Route 31
West Dundee, Illinois 60118
Ph (10)-10 Fax (815)291-7437

DATE OF PRINTING: 6/5/2018
QUOTE ORIENTATION DATE:
QUOTE REVISION DATE: 6/5/2018
REQUESTED SHIP DATE: 10/3/2016
PRICES VALID 90 DAYS FROM: 6/5/2018

PROJECT: Corpus Christi

CITY, STATE: Corpus Christi, TX
SYSTEM: GLOBALCOM
ESTIMATOR: Brad Williams

CONTRACTOR: Ford Audio Video - Austin
CONTACT: David Allen
PHONE: (512) 447-1103
FAX: (512) 447-1103
REP FIRM: 108

500

ITEM	QTY	MODEL NUMBER	DESCRIPTION	ANNUAL LICENSE	RACK SPACES	Power	UNIT PRICE	EXTENDED PRICE
1			HEAD END EQUIPMENT					
2	1	IP108	GLOBALCOM IP100 Controller with Additional 8x8 CobraNet Audio Channels				\$8,478.75	\$8,478.75
3	1	IED0730	GLOBALCOM™ Configuration Per Day				\$3,060.00	\$3,060.00
4	1	IED1112PS	GLOBALCOM™ Rack Power Supply System w/one Modular Supply		1	960	\$2,231.25	\$2,231.25
5	1	IED1112PSM	GLOBALCOM™ Power Supply Module (for redundancy)				\$803.25	\$803.25
6	1	IED1502AI	2-Channel Analog to CobraNet® Input Module. Decora or DIN Rail Mount.	*			\$1,247.72	\$1,247.72
7								
8	1	IED0591D-CLIENT	Dell Desktop Workstation Computer - Client				\$3,338.80	\$3,338.80
9	1	IED0595D-CLIENT	Software Configuration for 591D Client				\$2,052.75	\$2,052.75
11			FIELD EQUIPMENT					
12	1	IEDA528HFM-H	ACS Mic Sta Digital Horiz Flush Mt w/ Handheld	*			\$2,766.75	\$2,766.75
13	5	IEDA528HFME-H	ACS Mic Sta Digital Horiz Flush Mt w/ Handheld and Expansion Board	*			\$3,123.75	\$15,618.75
14	5	IEDA520FME-H	ACS Mic Sta Acs Mic Sta 528 Expansion Handheld Expansion Station				\$721.14	\$3,605.70
15	6	IEDA528FBB	ACS Mic Sta 528 Flange Backbox				\$128.52	\$771.12
16	1	IEDA528SRME-H	ACS Mic Sta 528 Rackmount W/Spk,Exp,Aux for GLOBALCOM™	*	5		\$3,480.75	\$3,480.75
17	6	IEDA524-H	GLOBALCOM™ 4-Button Digital Mic Sta w/ Handheld Mic & Surface Backbox	*			\$1,160.25	\$6,961.50
18	1	IEDA528HDT-H	ACS Mic Sta Digital Horizontal Desktop w/Handheld	*			\$2,766.75	\$2,766.75
19	11	IEDX900	ADAPTOR PLATE					
20								
21			AMPS AND SENSOR COLLECTORS					
22	2	IEDT9160L	Titan Power Amp Mainframe 16Ch+Backup 120VAC	*	12	166	\$14,190.75	\$28,381.50
23	13	IEDT6302L	Titan Series 2x300W Power Amplifier Card (70V/110AC)				\$1,338.75	\$17,403.75
24	1	IEDT9040NLR	Titan 16 Noise, 16 Logic, 8 Relay Interface	*	1		\$3,570.00	\$3,570.00
25								
26			SPARES					
27	2	IEDA528HFME-H	ACS Mic Sta Digital Horiz Flush Mt w/ Handheld and Expansion Board	*			\$3,123.75	\$6,247.50
28	2	IEDA520FME-H	ACS Mic Sta Acs Mic Sta 528 Expansion Handheld Expansion Station				\$721.14	\$1,442.28
29	2	IEDA524-H	GLOBALCOM™ 4-Button Digital Mic Sta w/ Handheld Mic & Surface Backbox	*			\$1,160.25	\$2,320.50
30	2	IEDT6302L	Titan Series 2x300W Power Amplifier Card (70V/110AC)			1028	\$1,338.75	\$2,677.50
31	2	IEDA501HH	ACS Hand Held Mic w/ Magnet				\$309.40	\$618.80
32								
33	16	HHAP528	Adaptor Plate 508 backbox to 528				\$134.30	\$2,148.80
34	11	IEDA528SKA	Adaptor Plate 528 Backbox to 524/528SK				\$68.00	\$748.00
35	5	IEDA528SKBB	ACS Mic Sta 528SK Surface Back Box				\$44.63	\$223.15
36								
37			SOFTWARE LICENSE RENEWALS					
38	2	GCK3.0M	GCK Core Software Annual License and Maintenance Fee				\$981.75	\$1,963.50
39	20	HDEPL	GCK Software End Point License for CobraNet®	*			\$178.50	\$3,570.00
40	40	HDEPLM	GCK Software End Point Annual License Fee for CobraNet® - Annual License and Maintenance Fee				\$35.70	\$1,428.00
41								
42			FAS OPTION					
43	1	IEDFAS	Flight Announcement System Core Software incl. Prizm Core Database				\$8,925.00	\$8,925.00
44	1	IEDFASLANG-ENG	Flight Announcement System Library, English				\$8,925.00	\$8,925.00
45	1	IED0770	Engineering Services				\$2,500.00	\$2,500.00
46	1	IEDX900	SECONDARY NIC FOR FAS DATA CONNECTION TO IED SYSTEM				\$250.00	\$250.00
47								
48								
49			VISUAL PAGING OPTION					
50	14	IEDVISDID	IED Visual Display Client Software for Visual Paging and Wayfinding (Windows®) SOFTWARE REQUIRED PER MONITOR				\$134.30	\$1,880.20
51								
52	1	IED0770	Engineering Services				\$2,500.00	\$2,500.00
53			SETUP AND CONFIGURE SYSTEM FOR VISUAL PAGING (REMOTE SUPPORT IF NOT CONCURRENT WITH ABOVE TRIP)					
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TERMS AND CONDITIONS			COMMENTS & CONDITIONAL TERMS		19	2154	TOTALS	
FOB FACTORY, USA			Payment Terms are only valid to Authorized Dealers				TOTAL QUOTE	\$154,907.32
Irrevocable Stand-by Letter			Mitek/Atlas/IED shall have the right to establish and change credit limits, payment terms and financial requirements from time to time in its sole discretion upon noticed to CUSTOMER.					
of Credit may be Required								
in the Event a Sufficient Line			All Invoices are payable in US Dollars					
of Credit is not Established			Subject to annual license and maintenance fees equal to 20% of product cost.					

ATTACHMENT C : INSURANCE AND BOND 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 \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.

Employer's Liability	\$500,000/\$500,000/\$500,000
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- 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.

2018 Insurance Requirements

CCIA

Public Address System Installation

04/3/2018 cg Risk Management

Valid Through 12/31/2018

BONDS ARE NOT REQUIRED FOR THIS SERVICE

ATTACHMENT D: WARRANTY REQUIREMENTS

1. All equipment and materials provided by Contractor shall be warranted under the standard warranty terms of the original manufacturer.
2. All workmanship provided by Contractor shall be free of defects and shall be repaired, free of charge, for period of one year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose and accepted by the CCIA authorized personnel.
3. If any questions arise now or in the future about the installation or operation of the system, Contractor will provide assistance and answer any questions over phone at no cost to the CCIA.
4. If malfunction of an equipment occurs within the warranty period, Contractor will repair the defective equipment or return it to the manufacturer for repair at no cost to the CCIA.
5. All the Software license and Maintenance fee are included in the total price and valid for three years.
6. The warranty does not include nor cover expendable materials used with the system installation (e.g. light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables etc.)
7. Contractor shall not be responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from others forms of radio frequency transmissions, such as radio and television broadcasts, cell phones and computer wireless networks, is probable and should be expected.
8. Contractor shall not be responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the CCIA network is found to be cause of defects in the quality of the audio/video signals, is unreliable or has insufficient bandwidth to support the A/V/L system and Ford's network technology specialist are required to troubleshoot or configure the CCIA network, the cost of this service will be invoiced to the CCIA.
9. Any adjustments made by the CCIA, other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of settings shall be considered by Contractor to be billable time to

CCIA at Contractor standard technology specialist rates as per price sheet. Routine operational adjustments are settings and procedures that can be changed inside the IED server software. Re-Calibration would be considered making changes to the sensitivity of the Ambient Noise Sensors or adjusting the volume in a certain zone.

10. Contractor will provide training on routine preventive maintenance and CCIA will be responsible to perform routine preventative maintenance functions (e.g. keeping filters, clean, keeping system environment free from foreign materials). Failures on the part of the CCIA to perform these routine maintenance functions shall void this warranty.
11. Repairs, modifications, or other work performed by personnel not authorized by Contractor during the period of warranty on any equipment of the system may void the warranty.