5658 Bear Lane | Corpus Christi Texas 78405 | p. 361-289-2712 | f. 361-289-3057 | www.corta.org

Request for Proposals For Integrated Audio-Video Systems and Equipment

RFP No.: 2015-SP-22 Date Issued: December 01, 2015

Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 5658 Bear Lane, Corpus Christi, Texas 78405, until 3:00 PM (CST) Friday, January 8, 2016 for Integrated Audio-Video Systems and Equipment. This is integrated audio-video systems and equipment purchase includes warranty and installation. Proposal prices shall be good for one hundred twenty (120) calendar days from proposal opening date.

Proposers are encouraged to attend a pre-proposal meeting scheduled for Tuesday, December 08, 2015 at 3:00 PM (CST), at 5658 Bear Lane, Corpus Christi, Texas 78405. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions Proposers may have concerning this procurement. Although attendance is not mandatory, it is HIGHLY recommended. Approved Equals must be submitted by Monday, December 7, 2015 at 5:00PM (CST), with CCRTA responding by Monday, December 21, 2015.

Copies of this Request for Proposals (RFP) and information may be obtained from the CCRTA website at http://ccrta.org/business-with-ccrta.html. Further information may be obtained from Sherrié Clay, Buyer, or William "Billy" Laridis, Director of Procurement, at (361) 289-2712.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program with a DBE goal of 13% participation, race neutral. For information regarding this program, PROPOSERS may contact Jorge Cruz-Aedo, Interim Chief Executive Officer/DBE Officer at (361) 289-2712.

The following proposal documents are applicable under this procurement:

- · Request for Proposals,
- Instructions to Proposers,
- Special Instructions,
- Scope of Work,
- Standard Service Terms and Conditions,
- Special Provisions Concerning Disadvantaged Business Enterprises (DBE),
- · Price Schedule,

- Certification Forms, and
- Drawings (Attachment A).

The following documents <u>must be signed</u> and returned with your proposal in order for it to be considered responsive:

- Response to RFP one (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,
- Price Schedule (Appendix A), (one (1) original in a separately sealed envelope),
- Certification Forms (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interest Certification (Appendix D),
- Accessibility Policy (Appendix E),
- References (Appendix F),
- DBE Participation Form (Appendix G), and
- Request for Information Form (Appendix H).

INSTRUCTIONS TO PROPOSERS

1. **GENERAL**.

The following instructions by the CCRTA are intended to afford proposers an equal opportunity to participate in the CCRTA's contracts.

2. **EXPLANATIONS**.

Any explanation desired by a proposer regarding the meaning or interpretation of these Instructions or any other proposal documents must be requested in writing to the CCRTA with sufficient time allowed for a reply to reach proposers before the submission of their proposals. Oral explanations or instructions will not be binding. Any information given to a prospective proposer concerning a Request for Proposals will be furnished to all prospective proposers as an addendum to the request if such information is necessary to proposers in submitting proposals on the request or if the lack of such information would be prejudicial to uninformed proposers.

3. SPECIFICATIONS.

- 3.1 Proposers are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the proposer's risk. Proposals that are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.
- 3.2 The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

4. INFORMATION REQUIRED.

4.1. Each proposer shall furnish the information required by the Request for Proposals. The proposer shall sign the Price Schedule and the proposal, which collectively shall constitute the proposer's offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the CCRTA.

- 4.2. All prices shall be entered on the Price Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Price Schedule, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.
- 4.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.
- 4.4. The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.

5. **SUBMISSION OF PROPOSALS.**

5.1. Sealed Proposals should be submitted in an envelope marked on the outside with the proposer's name and address and proposal description addressed to:

Corpus Christi Regional Transportation Authority

Attn: Contracts Department

5658 Bear Lane

Corpus Christi, Texas 78405

Proposal For: RFP No. 2015-SP-22 Integrated Audio-Video Systems

and Equipment

Proposal Due Date: Friday, January 8, 2016 at 3:00 PM (CST)

5.2. The Price Schedule should be submitted in a separately sealed envelope along with the proposal. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date cannot be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the proposer for return of the proposal.

5.3. Schedule

Proposals shall be governed by the following schedule:

• December 01, 2015 – RFP Issued

Proposal documents are available at the CCRTA Website: http://ccrta.org/business-with-ccrta.html

 December 08, 2015 - Pre-proposal Meeting at 3:00 pm at the CCRTA's Administration Building located at 5658 Bear Lane Corpus Christi, Texas 78405.

If you are unable to attend the pre-proposal conference but would like to participate via Go to Meeting, please send a request for login information to procurement@ccrta.org.

- December 15, 2015 Request for Information/Approved Equals
 Written Request for Information/Approved Equals (Appendix H) are
 due no later than 3:00 PM. Request for Information must be received
 via email to procurement@ccrta.org, or hand-delivered at the CCRTA's
 Administration Building located at 5658 Bear Lane, Corpus Christi,
 Texas 78405.
- December 21, 2015 CCRTA Response to Request for Information/Approved Equals
- January 8, 2016 Proposals Due
 Written proposals are due no later than 3:00 PM (Central Time). All
 proposals must be received at the CCRTA's Administration Building
 located at 5658 Bear Lane, Corpus Christi, Texas 78405 prior to
 deadline.
- February 3, 2015 Contract Awarded (Tentative)

The CCRTA's Board of Directors will meet to award a Contract to the successful Proposing firm.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS.

Proposals may be modified or withdrawn by written or email notice received by the CCRTA prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a proposer or an authorized representative prior to the proposal deadline; provided the proposer's identity is made known and he or she signs a receipt for the proposal.

7. OPENING PROPOSALS.

All proposals shall be opened by the CCRTA as soon after the proposal deadline as is reasonably practicable. Information submitted in response to the Request for Proposals shall not be released by the CCRTA during the proposal evaluation process or prior to Contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after Contract award.

8. EVALUATION FACTORS.

- 8.1. The CCRTA will award contracts based upon the criteria set forth in the Request for Proposals. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied.
- 8.2. Pre-award inspection of the proposer's facility may be made prior to the award of the Contract. Proposals will be considered only from firms that are regularly engaged and licensed in the business of providing the goods and/or services described in the Request for Proposals for a reasonable period of time; and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment" and "organization" as used herein shall be construed to mean a fully-equipped and well-established company in line with the best business practices in the industry as determined by the CCRTA. making the award, the CCRTA may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a proposer, including past performance (experience) with the CCRTA and other similar customers. A record of nonperformance or poor performance may disqualify a proposer from award.

9. ELIGIBILITY FOR AWARD.

- 9.1. In order for a proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals; and the CCRTA must be able to determine that the proposer is responsible to perform the Contract satisfactorily.
- 9.2. Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as nonresponsive.
- 9.3. Responsible proposers at a minimum must:
 - 9.3.1 Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;
 - 9.3.2 Have a satisfactory record of past performance;
 - 9.3.3. Have necessary management and technical capability to perform;
 - 9.3.4. Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;

- 9.3.5 Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and
- 9.3.6 Certify that it is <u>not</u> on the U.S. Comptroller General's list of ineligible contractors signing and submitting the proposal is so certifying. (NOTE: This requirement is only applicable to federally-funded contracts.)
- 9.4. A proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information shall result in the proposer being declared not responsible, and the proposal shall be rejected.

10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

- 10.1. Reject or cancel any or all proposals;
- 10.2. Waive any defect, irregularity or informality in any proposal or proposal procedure;
- 10.3. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- 10.4. Extend the proposal due date:
- 10.5. Reissue a Request for Proposals:
- 10.6. Procure any item or services by other means;
- 10.7. The CCRTA reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right; and
- 10.8. The CCRTA reserves the right to negotiate a Contract with the proposer having the best evaluation as determined by the CCRTA. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. The CCRTA additionally reserved the right to suspend negotiations with the first proposer should it not progress in a manner satisfactory to the CCRTA and commence negotiations with the next best rated proposer.

11. ACCEPTANCE.

Acceptance of a proposer's offer in some instances will be in the form of purchase orders issued by the CCRTA. Otherwise, acceptance of a proposer's offer will be by acceptance letters issued by the CCRTA. Subsequent purchase orders and release orders may be issued as appropriate. Unless the proposer specifies otherwise in the proposal, the CCRTA may award the contract for any item or group of items shown on the Request for Proposals.

12. PROTESTS.

In the event that a proposer desires to protest any procedure, the proposer should present such protest, in writing, to the CCRTA Chief Executive Officer within five (5) business days following the proposal due date. The protest shall state the name and address of the protestor, refer to the project number and description of the Request for Proposals, and contain a statement of the grounds for protest and any supporting documentation. For federally-assisted contracts, certain additional protest procedures apply and may be found in the Supplemental Conditions contained within the Request for Proposals.

13. EQUAL OPPORTUNITY.

Proposers are expected to comply with the Affirmative Action Programs of the CCRTA with respect to its provisions concerning contractors.

14. SINGLE PROPOSAL.

- 14.1. In the event a single proposal is received, the CCRTA will, at its option, either conduct a price and/or cost analysis of the proposal and make the award by negotiation or reject the proposal and revise the Request for Proposals. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.
- 14.2. Where it is impossible to obtain a valid price analysis, it may be necessary for the CCRTA to conduct a cost analysis of the proposal price. Cost analysis is the review and evaluation of a proposer's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
- 14.3. The price and/or cost analysis shall be made by personnel of the CCRTA's selection. The CCRTA's discretion exercised as to its options in this regard shall be final.

SPECIAL INSTRUCTIONS

1.0 PROPOSAL CONTENT

1.1 General

The Corpus Christi Regional Transportation Authority, hereinafter referred to as the "CCRTA", is seeking proposals from qualified consultants.

Proposers, which have relevant experience, are invited to complete and submit proposals. The contents of the proposal shall include the following:

- Cover Letter,
- Ability and approach
- Personnel and Equipment
- Experience,
- Service Summary, and
- Price schedule (submitted in a separately sealed envelope).

Firms shall submit an original and five (5) copies of their proposal, which must be concise and straightforward.

All proposals must be submitted before the deadline in the solicitation and addressed with the information as noted in the "Instructions to Proposers" section 5. The proposal contents shall include the following:

1.2 Proposal Elements

To enhance comparability, proposal elements must be addressed in the informational sequence noted below. The proposal shall also be brief and straight-forward.

1.2.1 Cover Letter

Include appropriate introductory and contact information including the name of the firm's principle liaison.

1.2.2 Ability and approach

State in precise terms your understanding of the scope of work presented by the RFP. Provide a concise narrative description of the proposed effort and the services that will be provided, including project organization.

1.2.3 Personnel and Equipment

Identify and provide resumes of those staff persons including supervisor who will be handling this contract. Include the number of professional personnel by skill and qualifications, including helpers. Provide information on the tools and equipment, which will be used to service this Contract. Include any particulars, such as minimum hours, your firm requires.

1.2.4 Experience

Firm - Proposer must submit any information appropriate to the RFP necessary to establish qualifications and experience (i.e.; references with contact name and telephone number).

1.2.5 Service Summary

Provide a concise narrative description and proposed timeline of the proposed effort and the services that will be provided.

1.2.6 Price Schedule

Firm must submit one (1) original price schedule with its original proposal. Failure to complete and return this section will be cause for rejection of this proposal as non-responsive.

2.0 EVALUATION CRITERIA

2.1 Evaluation factors with their weights are as follows:

Ability and Approach	10%
Personnel and Equipment	30%
Experience	20%
Service Summary	10%
Cost – including associated cost of technical and	
End user training and implementation	30%
	1000/
Total	<u>100%</u>

2.2 The CCRTA will first evaluate the proposals on all factors other than cost. After a preliminary evaluation, the cost proposal will be included in the evaluation process. The CCRTA may select a firm for the project after this review, if the CCRTA feels it is in the CCRTA's best interest. Otherwise, a short-list of interviewees will be established based upon the overall results. After completion of the interviews, the evaluation of the proposals will be reviewed and modified as necessary.

SCOPE OF WORK

PART 1 – GENERAL

All related rooms and details are in the Drawings (Attachment A)

1.1 RELATED WORK

- A. Grounding and Bonding
- B. Electrical Hangers and Supports
- C. Raceway and Boxes
- D. Structured Cabling System
- E. Cable Television Distribution

1.2 DESCRIPTION

- A. Summary of Work:
 - 1. Provide a complete and tested integrated audio visual system in various spaces. The Audio Visual (AV) system shall include:
 - a. AV Contractor to provide and install all cable and components designated on the project drawings and within this specification section to furnish a complete audio visual solution. Each space shall have a fully integrated audiovisual solution. Unless noted otherwise.
 - 2. Appeals / Testing A105
 - a. 65" Flat Screen with digital signage (FS)
 - b. FS universal mounting
 - c. Local keypad for local AV control
 - d. Wall plate with presentation connectivity to small scaler to FS
 - 1) HDMI
 - 3. Board Room A213
 - a. 88"H X 141"W Projection Screen
 - b. Ceiling Mounted Projector (CMP)
 - c. (2) 65" Ceiling Mounted FS
 - d. FS in wall mounting box with mounting bracket.
 - e. Assisted Audio ADA located in AV room AV rack
 - f. Local sound reinforcement
 - g. Ceiling Mounted camera for video conferencing.
 - h. Touch panel AV control located at center seat of Board

- seating
- Each Board Member seat will receive (1) wired Mutable Microphone
- j. Each Board Member seat will receive (1) wireless Mutable Microphone
- k. Each Board Member seat will receive (1) Reinforcement monitor
- I. Wireless microphone with extend antenna to cover the space
- m. Wired microphone with cable
- n. Floor box with presentation connectivity to AV room Encoder
 - 1) HDMI
 - 2) 3.0 USB
 - 3) 3.5 audio
 - 4) 3 pin XLR
- o. Decoder located at the projector and behind each FS

4. AV Room A217

- a. (3) AV Racks
- b. Local Touch Panel for Board Room system control
- c. (6) Audio & Video encoders located in the AV rack
- d. (3) Audio & Video Decoder located in the AV rack
- e. (1) Encoder to H2.64 stream feed
- f. (1) H2.64 recorder / storage
- g. WIPS (1) Network Collaboration Hub for Board room
- h. DSP audio for Board Room audio system located in AV rack
- i. Video Conference system for Board room
- j. Overhead monitor speaker feed from Board Room with volume control
- k. Web interface AV control station for full Board room control
- I. (2) Rack mounted reference monitors with AV control, Room Set, etc.
- m. Reinforcement monitor at AV control station to show board room feed
- n. Wall mounted with presentation connectivity to AV room Encoder
 - 1) HDMI
 - 2) 3 pin XLR
- 5. Board Room Conference 2.470
 - a. 65" Flat Screen with digital signage (FS)
 - b. FS universal mounting
 - c. Local keypad for local AV control
 - d. Floor box with presentation connectivity to small scaler to FS
 - 1) HDMI

- Corridor A208
 - a. 65" Flat Screen with digital signage (FS)
 - b. FS universal mounting
 - c. Video Decoder located behind FS
- 7. W. Conference A335
 - a. 50"H X 80"W Projection Screen
 - b. Ceiling Mounted Projector (CMP)
 - c. Overhead sound re-enforcement
 - d. Local keypad for local AV control
 - e. Floor plate with presentation connectivity
 - 1) HDMI
- 8. E. Conference B336
 - a. 50"H X 80"W Projection Screen
 - b. Ceiling Mounted Projector (CMP)
 - c. Overhead sound re-enforcement
 - d. Local keypad for local AV control
 - e. Floor plate with presentation connectivity to small scaler at projector
 - 1) HDMI
- 9. War Room B305
 - a. 50"H X 80"W Projection Screen
 - b. Ceiling Mounted Projector (CMP)
 - c. Overhead sound re-enforcement
 - d. Local keypad for local AV control
 - e. Floor plate with presentation connectivity to small scaler at projector
 - 1) HDMI
- 10. VGA to HDMI adapter
 - (2) Active VGA to HDMI Converter
- The installation shall comply with all applicable codes and standards in effect at the job site and as indicated in the Drawings and Specifications.
- 12. Reference project drawings for locations, quantities unless specified herein, and coordination with other trades.
- 13. Project completion date April 8, 2016
- 1.3 QUALITY ASSURANCE
 - A. Installer Qualifications:

- 1. The contractor providing and installing the integrated audiovisual systems and associated infrastructure shall be an authorized dealer of the specified projector manufacturer and be capable of providing the manufacturer's maximum available product warranty.
- 2. The contractor job supervisor / project manager shall have an Infocomm CTS and / or CTSD. Contractor's on-site CTSD supervisor shall review, approve and sign off all submittal documents
- 3. All individuals installing the audio-video system must be employees of the authorized dealer and at least 75% of the installing staff shall have undergone a training class given by the manufacturer. Current certification indicating the successful completion of the training course shall be available upon request at the project and submitted in the contractor's product submittals.
- The proposing contractor and the installing contractor must be the same company. No subcontractor to the proposing audio-video contractor will be allowed for any portion of the audio-video scope of work.
- 5. The Projector System Installer shall meet all applicable regulations of the State of Texas and Department of Labor insofar as they apply to this type of system. The bidder shall be a firm normally employed in the audio-video industry and shall provide a reference list of ten (10) projects of equivalent size or larger and contact names confirming successful completion of projection system installations.
- 6. The bidder shall have an authorized service center within 75 miles of the project's location for the brand of equipment that is submitted for bid. The owner reserves the right to perform an on-site inspection.
- 7. The bidder must produce a letter from the manufacturer guaranteeing the delivery of all the equipment outlined in the specification herein.
- 8. The bidder shall have a full time local service personnel capable of servicing the projector system described herein.

B. Pre-Construction Meeting:

- The successful Contractor shall attend a mandatory preconstruction meeting with individuals deemed necessary by the Owner's representative prior to the start of the work.
- 2. The contractor shall provide a mockup of the complete integrated audiovisual system solution for each of the typical spaces below before implanting the installation in multiple like rooms. Mock up shall include all products listed in part 2 of this specification. Coordinate with G.C., Architect, Engineer, and Owner for scheduling and location of mockup.

3. All proposing contractors must have ability to demonstrate a/v system being proposed and provide owner with completely installed system to evaluate performance and operation.

C. Acceptance:

 The Owner's representative reserves the right to reject all or a portion of the work performed, either on technical or aesthetic grounds.

D. Warranty:

- 1. The selected system installer shall be factory authorized service center and shall provide an end-to-end performance warranty of not less than one (1) year. The proposer shall provide current certification documentation. The performance warranty shall be issued by the manufacturer and shall warrant that video projection system projectors have been tested to the district's approval. This end-to-end warranty shall cover the labor associated with removing/reinstalling any associated hardware or equipment as well as the replacement of all defective equipment or hardware.
- 2. The bidder shall also submit with the materials mentioned in section 1.5 submittals of this specification a written explanation outlining the terms and conditions of product warranty of all parts and service of the integrated a/v solutions.

1.4 REGULATORY REQUIREMENTS

- A. Standards: All work shall be performed in accordance with the latest revisions of the following standards and codes:
 - 1. Latest Local Codes and Amendments
 - 2. 2008 National Electrical Code

B. Other References:

- TIA/EIA-568-A Commercial Building Telecommunications Wiring Standard
- 2. EIA/TIA-569 Commercial Building Standard for Telecommunication Pathways and Spaces.
- 3. TIA/EIA-606 The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
- 4. TIA/EIA-607 Commercial Building Grounding and Bonding Requirements for Telecommunications.
- 5. EIA/TIA 455-A Standard Test Procedure for Fiber Optic Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices and Other Fiber Optic Components.
- TIA/EIA TSB 67 Transmission Performance Specification for Field

Testing of Unshielded Twisted-Pair Cabling Systems.

- 7. TIA/EIA TSB 72 Centralized Optical Fiber Cabling Guidelines
- 8. ISO/IEC 1180 Generic Cabling Standard
- 9. EN 50173 Generic Cabling Standards for Customer Premises
- 10. ANSI/EIA/TIA 526-14 Optical Power Loss Measurements of Installed Multimode Fiber Cable Plan.

C. Governing Codes and Conflicts:

 If the requirements of these specifications or the Project Drawings exceed those of the governing codes and regulations, then the requirements of these specifications and the Drawings shall govern. However, nothing in the Drawings or Specifications shall be construed to permit work not conforming to all governing codes and regulations.

1.5 ABBREVIATIONS

A. The following abbreviations are used in this document:

CMP Ceiling Mounted Projector

PS Presentation Station

FS Flat Screen/monitor

WIPS Wireless interactive Presentation System

1.6 SUBMITTALS

A. Project Initiation:

- Within fourteen (14) days of Notice to Proceed, the projection system installer shall furnish the following in a single consolidated submittal:
 - a. Permits: The Contractor shall obtain all required permits and provide copies to the Owner/Architect/Engineer.
 - b. Product Literature: Complete manufacturer's product literature for all LCD monitors, projectors, mounts, projector bracket, speakers, amplifiers, cable, cross-connect blocks, cable supports, cable labels, outlet devices, and other products to be used in the installation. In addition, whenever substitutions for recommended products are made, samples (when requested by the Owner/Designer) and the manufacturer's supporting documentation demonstrating compatibility with other related products shall be included.
 - c. Construction Schedule: A time-scaled Construction Schedule, using PERT/CPM, indicating general project deadlines and specific dates relating to the installation of the cable distribution system.
 - d. Testing: Proposed Contractor test result forms, and a list of instrumentation to be used for systems testing.

- e. The contractor shall provide a letter from the manufacturer stating that the dealer is an authorized service center.
- f. The resume and contact information of the full time service personnel responsible for the installed projection system.
- g. Specification Compliance: A letter shall be provided stating, by section and subsection, that the installer complies with the ENTIRE specification section. If the installer intends to deviate from any portion of the specifications, a detailed explanation of reason in which the installer would like to deviate shall be provided in addition to the specification compliance letter. NO DEVIATIONS SHALL BE ACCEPTABLE UNTIL THEY HAVE BEEN ACCEPTED BY THE PROJECT'S TECHNOLOGY CONSULTANT.
- h. Certifications: The contractor shall submit all of the following certifications and the certifications must contain dates which are valid from the date of proposal and not expirer any sooner than 12 months after substantial completion of the project.
 - 1) Authorized dealer certification or
 - 2) Installer training certification
 - 3) Infocomm CTS or CTSD
- j. Programming:
 - 1) Provide and coordinate with the Owner any and all possible control functionalities based on project drawing and specifications.
 - Provide PC based / Ethernet control for all programmed interfaces and room systems
 - 3) Provide screen shots / templates and a narrative description of all "User Interfaces" and "Admin Interfaces" functionality. Contractor must have written approval of control lay-out and functionality prior to installation of programming. Provide Owner with a full functioning control system.
- k. Installed cost for each of the products listed in Part 2 of this specification to be used as pricing for any add or replacement of a part of the system the district may deem necessary during the construction or maintenance periods.
- I. Pricing Forms: Contractor shall submit completed pricing form that includes an itemized listing of all equipment, materials and labor required for the installation of the system as specified herein for Change Order pricing. The listing shall contain: item description, item model number, quantity, unit cost and extended labor, material and installation cost required to provide a complete and functional system.

- m. Provide pricing for service agreements for maintenance and repairs for 1, 3, and 5 years AFTER 1st year warranty/repair/ and service period.
- n. Provide pricing for service agreement for additional training on a per visit basis.
- o. Provide specification with line by line acknowledgement of compliance.

B. Shop Drawings:

- 1. Submit the following items, for Owner review and approval, within twenty-eight (28) days of notice to proceed:
 - Proposed wiring and connectivity diagram of the proposed projection system including all faceplates and sound reinforcing equipment
 - b. In addition to the wiring/connectivity diagram, the submitted drawings shall indicate the following, even if the following is expected to be provided by the project's electrical or general contractor:
 - Location of wall penetrations (all penetrations shall be sleeved and contain protective bushings at both ends)
 - 2) Location of sleeved wall pass-thru
 - 3) Size of sleeve at each location installed
 - 4) Quantity of cable passing through each sleeve
 - 5) Location of drops in each room (quantity or labeling of drops are not required in the submittal plans. Labeling shall be provided in the closeout plans and quantities shall be as per the contract documents, addendums, and issued changes. Each drop shall be labeled for the type of outlet that it is)
 - 6) Conduit routing, size, quantity, and stub-up locations for all floor mounted outlets.
 - c. Drawing Compliance: A letter shall be provided stating that the installer complies with the ENTIRE project drawing, including all general, keyed, and notes to contractor. If the installer intends to deviate from any portion of the specifications, a detailed explanation of reason in which the installer would like to deviate shall be provided in addition to the specification compliance letter.

NO DEVIATIONS SHALL BE ACCEPTABLE UNTIL THEY HAVE BEEN ACCEPTED BY THE PROJECT'S TECHNOLOGY CONSULTANT.

C. Project Completion:

1. As a condition for project acceptance, the Contractor shall submit the following for review and approval:

- a. Samples: Complete manufacturer's product literature and samples (if requested) for all pre-approved substitutions to the recommended products made during the course of the Project.
- b. Inspection and Test Reports: During the course of the project, the Contractor shall maintain an adequate inspection system to insure that the materials supplied and the work performed conform to Contract requirements. The contractor shall provide written documentation that indicates that materials acceptance testing was conducted as specified. The Contractor shall also provide documentation, which indicates that all cable termination testing was completed and that all irregularities were corrected prior to job completion.
- c. Operating and Maintenance Instructions: Operating and maintenance instructions for all devices within the system. These instructions shall reflect any changes made during the course of construction, and shall be provided to the Owner for their use in a three-ring binder labeled with the project name and description (4 copies).
- d. Provide schematic line diagram of system components as deployed in each installation.

PART 2 - PRODUCTS

2.1 GENERAL

ALL PRODUCTS LISTED IN THIS SECTION SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. UNLESS NOTED OTHERWISE.

- A. Installation: The cabling shall be installed per requirements of the manufacturer and the Project Documents utilizing materials meeting all applicable TIA/EIA standards. The Contractor is responsible for providing all incidental and/or miscellaneous hardware not explicitly specified below as required for a complete and operational system.
- B. Materials: Materials shall be as listed or shall be approved equivalent products of other manufacturers meeting the intent and quality level of the TIA/EIA specifications. All approved equivalent products will be published by addendum ten days prior to proposal for Architect/Engineer to review.
- C. Testing: All installed cabling shall be tested 100% good after installation by the Contractor.
- D. Ratings: All products shall be new and brought to the job site in the original manufacturer's packaging. Electrical components (including

innerduct) shall bear the Underwriter's Laboratories label. All communications cable shall bear flammability testing ratings as follows:

CM Communications Cable

CMP Plenum Rated Communications Cable

CMR Riser-Rated Communications Cable

- E. Initial Cable Inspection: The Contractor shall inspect all cable prior to installation to verify that it is identified properly on the reel identification label, that it is of the proper gauge, containing the correct number of pairs, etc. Note any buckling of the jacket that would indicate possible problems. Damaged cable or any other components failing to meet specifications shall not be used in the installation.
- F. Cable Lubricants: Lubricants specifically designed for installing communications cable may be used to reduce pulling tension as necessary when pulling cable into conduit.
 - 1. Approved Products
 - a. Twisted-pair cable: Dyna-Blue
 - b. American Polywater
- G. Fire Wall Sealant: Any penetration through firewalls (including those in sleeves) will be resealed with an Underwriter Laboratories (UL) approved sealant.
 - 1. Approved Products
 - a. 3M or
 - b. Pre-approved equal
- H. Acceptable manufacturers:
 - The equipment/products described herein, and furnished per these specifications shall be the product of the manufacturers listed. All references to model numbers and other detailed descriptive data are intended to establish standards of design performance, and quality, as required. The audiovisual integrator can propose alternate materials and system design so long as the above mentioned design criteria and functionality is met.
 - Audio / Video Switchers
 - a. SVSI (Board Room)
 - 1) N9206 2u Card Cage
 - 2) N2141 Card Encoder
 - 3) N2241 Decoder
 - 4) N3121 Encoder
 - 5) Layer 3 Switch (Owner furnished owner installed)
 - 6) All additional accessories
 - b. Or approved equal

- 3. Audio / Video Distribution Amplifier
 - a. Kramer Electronics (Board Room)
 - 1) VM-16H
 - 2) Or approved equal
- 4. Audio / Video Scaler
 - a. Crestron Electronics
 - b. AMX
 - c. Or approved equal
- 5. Audio / Video IP Collaboration
 - a. Kramer Electronics
 - 1) VIA Collage
 - b. Or approved equal
- 6. Audio / Video Control Systems
 - a. Crestron Electronics
 - b. AMX
 - c. Or approved equal
- 7. Sound Amplification 70V
 - a. Williams Sound FM (Board Room)
 - 1) Extended antenna
 - 2) All associated material
 - b. Or approved equal
- 8. Sound Amplification 70V
 - a. QSC CXD4.2Q (Board Room)
 - b. Biamp (Board Room)
 - c. RDL FP-PA35A (Small Conf.)
 Or approved equal
- 9. Digital Sound Processor Board Room (With AEC) (DSP)
 - a. QSC Q-Sys
 - b. Biamp Tesira
 - c. Or approved equal
- 10. Speakers
 - a. Soundtube Black RS500i (Board Room)
 - b. Quam System 12 (Small Conf.)
 - c. Or approved equal
- 11. Microphone
 - a. Shure Microflex Wireless with extended antenna (14) MXW8 (Board Room)
 - b. Shure Microflex MX412S Mute Switch (Each Board Room

Seat)

- c. Shure SM 58 with 15' & 25" Cable (Presenter station in Board Room)
- d. Or approved equal
- 12. Video Conference Camera (Go To Meeting)
 - a. Vaddio
 - 1) HD-USB PTZ with
 - 2) EZ-USB
 - 3) Suspended Ceiling Mount
 - b. Or approved equal
- 13. Projector
 - a. Epson G6970WU (Board Room) with spare filter and lamp
 - 1) Provide proper lens
 - 2) 18' from lens to screen. Verify throw distance
 - 3) Bottom of screen image at bottom of wall behind Board Room seating
 - 4) SurgeX SA82
 - b. Epson Powerlite 1263W with spare filter and lamp
 - 1) Verify throw distance.
 - 2) Rear projection material.
 - 3) Bottom of image at 48"AFF
 - 4) SurgeX SA82
 - c. Or approved equal
- 14. Projection Screen
 - a. Screen Innovations Provided by Electrical Contractor (Reference only)
 - 1) Ceiling mounted electric motorized screen
 - 2) Coordinate screen size with Technology drawings
 - 3) Provide 2' black drop in ceiling mounted screens
 - 4) RS232 control
 - 5) Bottom of screen image at bottom of wall behind Board Room seating
- 15. Projector Ceiling Mount (AV contractor to provide b through d)
 - a. FSR (CB22P) Provided by Electrical Contractor (Reference only)
 - b. Chief MFG Universal Projector Mounting Bracket
 - c. NPT 1 ½ " Pole
 - d. Fan Kit
 - e. Or approved equal
- 16. Flat Screen
 - a. 65" LG FHD (65LX540S) with SurgeX SA82

- b. 19"-22" Reinforcement monitor (each Board Room member seat)
- c. Or approved equal
- 17. Flat Screen Mounting (AV contractor to provide 3)
 - Chief MFG
 - 1) PAC501B Provided by Electrical Contractor (Reference only)
 - PNRIW Provided by Electrical Contractor (Reference only)
 - 3) PNRIWUB
 - b. Or approved equal
- 18. AV Rack (AV contractor to provide 2 through 11)
 - a. Middle Atlantic
 - 1) (3) WRK-44SA-32 Provided by Electrical Contractor (Reference only)
 - 2) Key locking front and rear door with vents.
 - 3) Blank Panels
 - 4) Wire Management Provide proper lacing bars with velcro ties for cable management.
 - 5) APC Vertical Plug Strip: Grounded receptacles, the full height of rack
 - 6) Service Light: At top rear of rack with an adjacent control switch
 - 7) Casters: Sufficient to provide mobility in the event of service
 - 8) All equipment must be properly rack mounted. Otherwise provide U3 Shelve or custom
 - 9) Thermal Cooling (UQFP-4DRA)
 - 10) SurgeX SEQ
 - 11) Misc accessories hardware and materials
 - b. Or approved equal
- 19. AV Plate Connectivity
 - a. Liberty
 - b. BTX
 - c. All plate must be engraved
 - d. Or approved equal
- 20. AV Patch Cables
 - a. Liberty
 - b. Crestron Electronics
 - c. Or approved equal
 - 1) Minimum 12' Cables
 - 2) Provide AV patch cables for all AV plates and

interconnectivity location.

- 3) Provide all hardware with proper patch cables
- 4) Provide 20 spare of each connectivity type used
 - a) HDMI
 - b) HDMI to DVI
 - c) VGA with 3.5 Audio
 - d) Right & Left RCA
 - e) 3.0 USB
 - f) 3 Pin XLR
 - g) Verify for additional connectivity types

2.2 CABLES

- A. All AV is to be provided by AV Contractor.
- B. Provide types and quantities per drawings and schedules
- C. Testing: All installed cabling shall be tested 100% good after installation by the Contractor.
- D. Conductor Sizing:
 - 1. Insulation shall be rated for a minimum of 300 volts.
 - 2. Wire types and minimum sizes:
 - a. 70 Volt Speaker Cable 16 AWG, twisted, stranded CL2/CL2P.
 - b. Low Impedance Speaker Cable minimum 12 AWG, twisted, stranded CL2/CL2P.
 - c. Microphone Level Cable 22 AWG, with 22 AWG drain wire, shielded, twisted, stranded CL2/CL2P.
 - d. Line Level Cable 22 AWG, with 22 AWG drain wire, shielded, twisted, stranded CL2/CL2P.
 - e. Low Voltage Control Cable –CL2/CL2P.
- E. Minimum acceptable AVS systems wiring performance standards shall be as follows:
 - Speaker cable Per ANSI WC57 standard test.
 - 2. CAT-5/6 Per ANSI/TIA/EIA-568-8.1 standard test.
 - Fiber optic cable Per ANSI/TIA/EIA-568-B standard test.
 - RS 232 Per ANSI/ WC66 standard test.
 - 5. Line level shielded audio cable Per ANSI WC66 standard test.
 - 6. Microphone level shielded audio cable Per ANSI WC66 standard test.
 - 7. Video coax cable Per ANSI/TIA/EIA-TSB-67standard test.
 - Multi-conductor control cable Per ANSI WC57 standard test.

- 9. Manufacturer proprietary
 - a. West Penn Wire/CDT; a division of Cable Design Technologies, Inc.
 - b. Belden Inc., Electronics Division.
 - c. Liberty
 - d. or approved equal

2.3 CABLE ROUTING/PATHWAY

- A. Cable Support System: All audio-video cabling shall be installed and supported using a PANDUIT® Corp. J-MOD™ modular cable support system at 4'-0" intervals unless installed in conduit. Do not exceed manufacture recommendation for the quantity of cables supported in an individual support.
- B. All cable bundles shall be grouped together using plenum rated Velcro for the entire run above and below the ceilings.

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor is required to properly mount integrated A/V solutions and connect all ceiling video/audio cables to projector component inputs.
- B. Contractor is required to thoroughly test and verify operation of all A/V inputs and video modes prior to project completion.
- C. Contractor is required to focus and adjust projector to properly project image on viewing surface (screen or multimedia board depending on location).
- D. Contractor shall provide owner with written verification test process and results once all projectors have been installed, tested, and placed in final condition.

E. Damage:

- 1. The Contractor shall replace or rework cables showing evidence of Improper handling including stretches, kinks, short radius bends, over tightened bindings, loosely twisted and over-twisted pairs at terminals and cable sheath removed too far (over 1-1/2 inches).
- F. The Contractor shall replace any damaged ceiling tiles that are broken during cable installation.
- G. Clean Up:

1. All clean up activity related to work performed will be the responsibility of the Contractor and must be completed daily before leaving the facility.

3.2 DOCUMENTATION

- A. Contractor shall provide owner with detailed serial number listing and associated graphical room number designation equipment was installed. Contractor shall use actual graphical package room numbers not architectural plan numbers from construction set.
- B. Contractor shall provide one line connectivity diagram for all AV solutions in O&M Manuals.
- C. Contractor shall provide a quick reference book per room illustrating device connectivity and user instructions

3.3 STATION WIRING INSTALLATION

A. General:

All cable must be handled with care during installation so as not to change performance specifications. Factory twists of each individual pair must be maintained up to the connection points at both ends of all category 6 cable. There shall never be more than one and one-quarter inch of unsheathed enhanced Category6 UTP cable at either the wiring USB Transmitter or Receiver.

B. Exposed Cable:

- 1. All cabling shall be installed inside walls or ceiling spaces whenever possible. Exposed station cable will only be run where indicated on the Drawings. Additional exposed cable runs will require Owner approval, and will only be allowed when no other options exist.
- C. Placement: All cabling and associated hardware shall be placed so as to make efficient use of available space. All cabling and associated hardware shall be placed so as not to impair the Owner's efficient use of their full capacity.

D. Cable Routes:

1. All cabling placed in ceiling areas must be in conduit, cable tray or PANDUIT® Corp. J-MOD™ modular cable support. Cable supports shall be permanently anchored to building structure or substrates. Provide attachment hardware and anchors designed for the structure to which attached and that are suitably sized to carry the weight of the cables to be supported. Do not route cable through webbing of structural steel. Cabling must be supported in dedicated supports intended to support cabling as described in this section.

- Contractor shall adhere to the manufacturer's suggested fill ratio for each size cable support installed.
- 2. Attaching cable to pipes or other mechanical items is not permitted. Communications cable shall be rerouted so as to provide a minimum of 18 inches spacing from light fixtures, sources of heat, power feeder conduits and EMI sources. Cabling shall not be attached to ceiling. Grid support wires. Cable runs shall be routed down the corridors; parallel or perpendicular to building structure. Multiple cables to be bundled together at and between each cable support installed.
- Contractor shall be responsible for coordinating with other trades on the project so that the installed cable pathway does not interfere with the installation of other systems to insure that mechanical ducts, pipes, conduits, or any other above ceiling systems are not putting unnecessary stress on any portion of the install audio-video cabling.

3.4 STATION HARDWARE

- A. Flush mounted components: all component shall be inserted to a flush mounted faceplate unless designated otherwise.
- B. Placement: Where possible, the 'PS' outlets shall be located so that its centerline is 18 inches above floor level or 12 inches above permanent bench surfaces. Outlets shall not be mounted on temporary, movable, or removable surfaces, doors, or access hatches. The CMP outlet shall route directly to the rear of the projector and does not require any type of faceplates, except for the associated USB extender receiver outlet, which shall be installed at 18" A.F.F. in the center of the presentation wall.

3.5 FINAL TESTING REQUIREMENTS

- A. Notification: The Owner and Engineer shall be notified one week prior to any testing so that the testing may be witnessed.
- B. Inspection: Before requesting a final inspection, the Contractor shall perform a series of end-to-end installation performance tests. The Contractor shall submit for approval a proposal describing the test procedures, test result forms and timetable for all copper and fiber optic cabling.
- C. Procedures: Trained personnel shall perform all testing. Acceptance of the test procedures discussed below is predicated on the Contractor's use of the recommended products and adherence to the inspection requirements and practices set forth. Acceptance of the completed installation will be evaluated in the context of each of these factors.

D. Programming:

- 1. Coordinate with Owner to develop basis and admin for control system GUI "look and feel" for all A/V room types. but not limited to:
 - a. Security numeric keypad per user type.
 - b. Basic user functionality (No more than 3-4 button pushes to complete task).
 - c. Admin functionality (Hidden Independent device Switching, control, Gain control, Status review etc.).
 - d. GUI, Layout (Prepare proper lay-out and color contrast for color blindness.)
 - 1) Coordinate and verify all AV programming with Owner and or Owner representative prior to installation.
 - 2) Final programming A/V source code to remain property of Owner. Provided copies of all A/V room types compiled and uncompiled source code, to Owner for backup and future reference as part of the Final Acceptance.
 - Owner may use AV control system up to warranty period of (1) year after substantial completion Contractor must provide the Owner (1) final programming change to any aspect of the AV control systems including, but not limited to:
 - a) Touch Panels
 - b) Key Pads
 - c) Functionality
 - d) Control
 - e) Lay-out
 - f) Added equipment

E. SPEAKER SYSTEM:

- Equalize speaker systems flat from 80 Hz to 2 KHz with a 2dB per octave roll-off thereafter. Program a high pass filter at 60Hz with 12dB per octave roll off and a low pass filter 15 KHz with 12 dB per octave roll off.
- 2. Use a minimum of three measurement locations in the system's intended coverage area to calibrate the system response.
- 3. Verify system gain and amplifier levels.
- 4. Verify speaker polarity
- 5. Adjust appropriate speaker delays
- 6. Set and adjust limiters.
- 7. Contractor shall provide for calibration of the system:

- a. Sound analyzer (SmartLive, TEF SoundLab, Meyer's SIM or equivalent) with trained operator for adjusting and verifying delay timing, cabinet aim and equalization.
- b. Suitable calibrated microphone.
- 8. The Contractor shall coordinate this testing and calibration. It is anticipated that this work will take 1-3 hours for the Board room. It will be necessary to have a quiet room during these times.
- 9. Contractor to record all measurements, settings and adjustment for inclusion in the O&M manuals.
- 10. Adjust limit switches on electric operated projection screens.
- 11. Adjust back focus on all video cameras.
- 12. Occupancy Adjustments: When requested within 12 months following the of date of Substantial Completion, provide on-site assistance in adjusting systems to suit actual occupied conditions and to optimize performance of the installed equipment. Tasks shall include, but are not limited to, the following:
 - a. Check cable connections.
 - b. Check proper operation of equipment.
 - c. Adjust all presets; consult Owner's personnel.
 - d. Recommend changes to the AVS to improve Owner' utilization of the system.
 - e. Provide a written report of adjustments and recommendations.

3.6 OWNER TRAINING AND DEMO

- A. A/V integrator shall provide demonstration of all integrated a/v solutions to owner's staff that have any stake with the operation and maintenance of the a/v solutions. Integrator shall produce sign in sheets for record of who was trained and when. Copies of sign in sheets shall be submitted with close out paper work. Coordinate training dates with owner at project completion.
- B. Integrator shall provide factory training for owner's operations and maintenance personnel for each major component of the systems listed in the A/V solutions outlined in part 2 of these specifications. Training shall be a minimum of 4 hrs. per person. Re-training of staff shall be available, at no cost to the owner, to a maximum of 3 on-site training sessions up to 1 year from the date of project competition. AV Integrator shall include in their base proposal monthly service and training visit to site for 1st year after project completion All training must be video recorder by the contractor and a copy provided to the owner.
- C. A complete operation and maintenance manuals and preliminary as-built drawings shall be delivered to the Owner one week prior to the training sessions.

- 1. Provide custom system specific printed reference material for each trainee that documents and explains in layman's terms: a. System block diagram.
 - a. Normal day-to-day operation.
 - b. Operator selectable features.
 - c. Provide a hands-on training with Q & A session.
- D. Provide and review a custom, system specific, quick reference guide for the inexperienced operator.

STANDARD SERVICE TERMS AND CONDITIONS

1. <u>SERVICE STANDARDS</u>.

Contractor shall perform all work set forth in the specifications in a "first class" manner, consistent with all applicable regulations and industry standards. All work shall be performed to the reasonable satisfaction of the CCRTA, and any defective or substandard performance shall be promptly remedied.

2. INVOICES AND PAYMENTS.

Contractor shall submit separate invoices, in duplicate, on a monthly basis or as otherwise specified in the contract documents to CCRTA, Attn: Accounts Payable, 5658 Bear Lane, Corpus Christi, Texas 78405. Invoices shall indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked "overdue." The CCRTA reserves the right to review all of Contractor's invoices after payment and recover any overcharges resulting from such review.

3. TOOLS, EQUIPMENT AND SUPPLIES.

Contractor shall provide such tools, equipment, supplies, materials, employees, management, and any other items or services as may be necessary in order to enable Contractor to provide the services required under the terms of this Contract.

4. ESTIMATED QUANTITIES.

The estimated quantities for services, supplies or work to be performed noted in the Price Schedule are approximate. These quantities are to be used only for the comparison of proposal and the award of this Contract and are based on past and projected usage. Contractor agrees and understands that the actual quantities to be utilized are within the sole and absolute discretion of the CCRTA. Should the actual quantities be greater or lesser than the estimates contained in the Price Schedule, Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, Contractor agrees to honor quoted unit prices for the duration of this Contract.

5. LIABILITY INSURANCE COVERAGE.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance coverage's listed below having policy limits not less than the dollar amounts set forth:

Commercial general liability insurance with minimum policy limits of \$1,000,000 (In the event motor vehicles will be used by Contractor to perform the services specified). Automobile liability insurance with a combined single limit of \$1,000,000.

Contractual liability insurance covering Contractors' indemnification obligations contained in this Contract.

Each of such insurance policies shall be issued by insurance companies licensed to do business in the State of Texas and rated A- or better by the A. M. Best insurance rating guide. Each such policy shall name the CCRTA as an additional insured, and a certificate of insurance evidencing such coverage's shall be furnished to the CCRTA prior to the commencement of work and maintained throughout the term of the Contract. Such insurance policies shall not be cancelled, materially changed, or not renewed, without thirty (30) days' prior written notice to the CCRTA, and the certificate of such insurance coverage shall reflect the foregoing cancellation provision. Copies of the insurance policies shall be promptly furnished to the CCRTA upon its written request after award of contract.

6. <u>WORKERS' COMPENSATION</u>.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense workers' compensation as required by statute and employer's liability insurance with policy limits of \$300,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the CCRTA.

(In the event this Contract covers construction services, Section 6.1 through 6.11 shall apply.)

6.1. The following definitions shall apply:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until Contractor's work on the project has been completed and accepted by the CCRTA.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 6.2. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the project, for the duration of the project.
- 6.3. Contractor shall provide a certificate of coverage to the CCRTA prior to being awarded the contract.
- 6.4. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the CCRTA showing that coverage has been extended.
- 6.5. Contractor shall obtain from each person providing services on a project and furnish CCRTA:
 - 6.5.1. a certificate of coverage, prior to that person beginning work on the project, so the CCRTA will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 6.5.2. no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 6.6. Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 6.7. Contractor shall notify the CCRTA in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- 6.8. Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 6.9. Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 6.9.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 6.9.2. =project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 6.9.3. provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 6.9.4. Obtain from each other person with whom it contracts, and provide to Contractor:

A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- 6.9.5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6.9.6. notify the CCRTA in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 6.9.7. Contractually require each person with whom it contracts, to perform as required by this subsection, with the certificates of coverage to be provided to the person for whom they are providing services.
- 6.10. By signing this Contract or providing a certificate of coverage, Contractor is representing to the CCRTA that all employees of Contractor who will provide service on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of

classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

6.11. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles the CCRTA to declare the Contract void if Contractor does not remedy the breach within 10 days after receipt of notice of breach from the CCRTA.

7. <u>INDEMNIFICATION</u>.

Contractor shall indemnify and hold harmless the CCRTA, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Contractor or its officers, employees or agents, during the term of this Contract. Contractor shall assume on behalf of the CCRTA and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not the CCRTA is joined therein, even if such claims be groundless, false or fraudulent.

8. INDEPENDENT CONTRACTOR.

At all times during the term of this Contract, Contractor shall be an independent contractor to the CCRTA, and Contractor shall not in any event be deemed an employee or other representative of the CCRTA. Any persons employed by Contractor shall at all times hereunder be deemed to be the employees of Contractor, and Contractor shall be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employ. Contractor shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. Contractor warrants that any such employees shall be fully covered by workers' compensation insurance and that each of such employees has been carefully screened as to character and fitness for the performance of his or her job.

ASSIGNMENT.

Contractor shall not assign or subcontract any of its rights, duties or obligations under this Contract without prior written consent of the CCRTA. Contractor shall be entitled to assign, pledge or encumber its right to receive payments under this Contract pursuant to security interests created in conformity with the Uniform Commercial Code so long as the CCRTA shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions

of this Contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the CCRTA for damages or claims arising under this Contract or any other obligation owed by Contractor to the CCRTA.

10. AMENDMENTS.

No amendments, modifications or other changes to this Contract shall be valid or effective absent the written agreement of both parties hereto.

11. <u>TERMINATION</u>.

The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The CCRTA additionally has the right to terminate this Contract without cause by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12. ADVERTISING.

Contractor shall not advertise or publish, without the CCRTA's prior consent, the fact that it has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local authorities.

13. **GRATUITIES**.

No gratuities in the form of entertainment, gifts, or otherwise, shall be offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the CCRTA with a view toward securing a contract or securing favorable treatment with respect to a contract.

14. EQUAL OPPORTUNITY.

Contractor agrees that during the performance of this Contract it will:

- 14.1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age or handicap.
- 14.2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

Contractor shall be advised of any complaints filed with the CCRTA alleging that Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether or not to terminate any portion of this Contract for which the services have not yet been performed; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for denial of payment for any services already completed.

15. ENFORCEABILITY.

This Contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any state court of competent jurisdiction in Nueces County, Texas. Contractor shall comply with all applicable laws and regulations in performing under this contract.

16. NOTICES.

Notices shall be given to the parties by delivering or mailing such notice to the addresses set forth in the Contract documents, or at such other addresses as the parties may designate to each other in writing.

17. <u>INTERPRETATION</u>.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting party has knowledge of the performance and opportunity for objection.

18. LIQUIDATED DAMAGES

For this RFP, liquidated damages have been included as part of the Scope of Work. Said damages are not imposed as a penalty but as an estimate of the damages that the CCRTA will sustain from delays or poorly performed work. These damages by their nature are not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due the CONTRACTOR.

SPECIAL PROVISIONS CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

(Local Program)

As used in these Special Provisions, the term "CCRTA" shall refer to the Corpus Christi Regional Transportation Authority in Corpus Christi, Texas and the term "Contractor" shall refer to the bidders/proposers and successful contractor named in the Contract to which these Special Provisions are attached.

1. <u>DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION</u>.

This project is subject to the CCRTA's local program to encourage the use of disadvantaged business enterprises.

2. DEFINITIONS.

For purposes of these instructions:

- 2.1 "Disadvantaged Business Enterprise" or "DBE" means a small for-profit business concern which is at least 51 percent owned by one or more such individuals who are both socially and economically disadvantaged or, in the case of any corporation, in which, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 2.2 "Small business concern" means a small business as defined in Section 3 of the United States Small Business Act (15 U.S.C. Section 632) and Small Business Administration regulations implementing it (13 C.F.R., Part 121) that also does not exceed \$22.41 million in average annual gross receipts over the previous three fiscal years.
- 2.3 "Socially and economically disadvantaged individuals" are presumed to include any United States citizen (or lawfully admitted permanent resident) who the CCRTA determines to be a socially and economically disadvantaged individual on a case-by-case basis or any member of the following groups which are rebuttably presumed to be socially and economically disadvantaged: Black Americans, Hispanic Americans, Native Americans (Indians, Eskimos, Aleuts or Native Hawaiians), Asian-Pacific Americans, Subcontinent Asian Americans, or any individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the United States Small Business Act.

DBE PARTICIPATION.

The DBE participation goal for this Contract is that percentage of the total Contract Price set forth in the Bid Documents.

4. <u>DBE PARTICIPATION CRITERIA</u>.

- 4.1 DBE participation includes contracts (other than employee contracts) with DBEs for any goods or services specifically required for the completion of the work under this Contract. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime subcontractor, vendor of material or supplies incorporated or expended in the work, or a supplier of other services such as shipping, transportation, testing, equipment rental, insurance services and other support services necessary to fulfill the requirements of this Contract.
- 4.2 A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. The DBE joint venturer must submit information for determining joint venture eligibility.
- 4.3 A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing and supervising the work.
- 4.4 DBE participants will be counted toward meeting the goal set herein as follows:
 - 4.4.1 The total dollar value of that portion of the work under the Contract that is performed by the Contractor's own forces if the Contractor is DBE. If the Contractor is a joint venture, only the proportionate interest of the DBE in the joint venture will be counted toward the goal.
 - 4.4.2 The dollar value of all DBE subcontracts for work or services under the Contract.
 - 4.4.3 The dollar value of material or supplies purchased from a DBE manufacturer for such material or supplies.
 - 4.4.4 Sixty percent of the dollar value of material or supplies purchased from a DBE regular dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the material or supplies required for the performance of the Contract are brought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, stone, gravel and petroleum products need not keep such products in

stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers.

4.4.5 Fees or commissions charged for providing a bona fide service and assistance in the procurement of essential personnel, facilities, equipment, material or supplies required for performance of the Contract, delivery of material and supplies required on a job site, or for providing any bonds or insurance specifically required for the performance of the Contract, provided that such fees or commissions are reasonable and not excessive as compared with fees or commissions customarily allowed for similar services.

5. DBE INFORMATION.

- 5.1 The following information shall also be submitted pursuant to the Contract, within five (5) business days following the written notice:
 - 5.1.1 Application for Certification for each business not currently certified by the CCRTA as a DBE.
 - 5.1.2 Joint Venture Eligibility Form for each DBE joint venture.
 - 5.1.3 A completed DBE participation Form, with the names of DBEs to be used and a description of the work, services or supplies to be provided by each and the dollar value of each DBE transaction. (Note: DBEs listed on the DBE Participation Form may also be required to be listed in the designation of subcontractors form if both forms are required by the Contract documents).
- 5.2 The DBE Participation Form may be obtained from the CCRTA's DBE Officer located at 5658 Bear Lane, Corpus Christi, Texas 78405, telephone (361) 289-2712. Businesses not meeting the definitions set out in Section 2 and the criteria for participation in Section 4 will not be counted toward meeting the goal.
- 5.3 A Contractor whose DBE Participation Form indicates that the DBE goal has not been met, must submit a written report with supporting documentation covering all actions listed in Section 6 taken by the Contractor prior to bid submission to meet the goal.
- 5.4 The CCRTA may request additional information following its review, which shall be submitted by the Contractor within five days of the request.
- 5.5 CONTRACTOR IS WARNED that failure to comply with the requirements of this Section within the times prescribed will, unless a later time is authorized by the CCRTA, result in rejection of a bid or termination of the Contract.

GOOD FAITH EFFORTS TO MEET THE DBE GOAL.

Good faith efforts are those that, given all relevant circumstances, a Contractor actively and aggressively seeking to meet the goal would make. Contractor is encouraged to attend any pre-bid meeting scheduled by the CCRTA to inform DBEs of subcontracting opportunities for the DBE program requirements for the Contract. Any Contractor who does not attend the pre-bid meeting assumes responsibility to be fully informed as to the DBE program requirements pertaining to the Contract. In determining whether sufficient good faith efforts have been made, the CCRTA will consider on the basis of documentation submitted by the Contractor whether the following actions have been taken:

- 6.1 Advertisements soliciting sub-bids on this Contract from DBEs in the Corpus Christi Caller Times and local minority and women trade association publications.
- 6.2 Solicitation of interest in this Contract from DBEs evidenced by copies of registered or certified letters to relevant listed DBEs or to a reasonable number of certifiable DBEs in sufficient time to allow the DBEs to participate effectively;
- 6.3 Follow-up of initial solicitation of DBE interest;
- 6.4 Identification of portions of work to be performed by DBEs in order to increase the likelihood of meeting the totals (including, where appropriate, breaking down the work into economically feasible units to facilitate DBE participation);
- 6.5 Records of responses, proposals and bids received from DBEs for specific sub-bids including:
 - 6.5.1 The names, addresses and telephone numbers of all DBEs contacted:
 - 6.5.2 A description of the information provided to DBEs regarding the plans and specification for portions for the work to be performed;
 - 6.5.3 The reasons for rejection of any DBE sub-bids submitted to Contractor;
 - 6.5.4 A description of the investigation conducted of any DBEs rejected as unqualified;
- 6.6 Description of assistance provided to DBEs relative to obtaining plans, specifications, and required bonding or insurance;

6.7 Description of the use made by Contractor of the services of available minority community organizations, minority contractors groups, and information services such as those provided by the CCRTA through the DBE Officer, telephone (361) 289-2712, concerning available certifiable, DBEs for work under the Contract. Contractor's efforts may be deemed insufficient by the CCRTA if Contractor has failed to make any of the foregoing efforts or has rejected DBE sub-bids without adequate reasons. Price alone will not be considered an adequate reason. Contractor shall also include in the report submitted under this Section any other efforts made not listed above which are relevant to meeting the DBE goals.

7. CERTIFICATION REVIEW COMMITTEE.

The CCRTA has a Certification Review Committee for the purpose of hearing appeals or challenges concerning the certification of DBEs under the program.

8. HEARING ON GOOD FAITH EFFORTS DETERMINATION.

If it appears to the CCRTA that Contractor has neither achieved the indicated percentage of DBE participation nor made sufficient good faith efforts to meet the goal, Contractor will be notified that this Contract will be recommended for termination and the reasons therefor. Within five days of such notification, Contractor may request a hearing. Such hearing will be held at the convenience of the CCRTA but not later than ten days after receipt of the request and in accordance with the CCRTA's Hearing Procedures, copies of which are available upon request. At such hearing Contractor shall bear the burden of demonstrating:

- 8.1 Achievement of the percentage goal for DBE participation, or
- 8.2 Good faith effort that, given all relevant circumstances, could have been expected to produce a level of DBE participation to meet the Contract goal.

9. CHALLENGE PROCEDURE.

To challenge the eligibility of a firm that the CCRTA has certified as a DBE, a third party may present evidence that the firm's owners are not truly socially and/or economically disadvantaged, even though they are members of one of the presumptive groups. The Challenge Procedure is as follows:

9.1 Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the CCRTA as a disadvantaged business. The challenge shall be made in writing to the CCRTA. With its letter, the challenging

party shall include all information available to it relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.

- 9.2 The CCRTA shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged. In implementing this challenge procedure, the DBE Certification Review Committee identified herein will review information and make the determination of the social and economic disadvantage of the challenged party on behalf of the CCRTA. If the CCRTA determines that there is no reason to believe that the challenged party is not socially and economically disadvantaged, the CCRTA shall so inform the challenging party in writing. This finding terminates the proceeding. If the CCRTA determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, the CCRTA shall begin a proceeding as provided in the following subsections.
- 9.3 The CCRTA shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide the CCRTA within a reasonable time information sufficient to permit it to evaluate his or her status as a socially and economically disadvantaged individual.
- 9.4 The CCRTA shall evaluate the information available to it and make a proposed determination of the social and economic disadvantage of the challenged party. The CCRTA shall notify both parties of this proposed determination, in writing, setting forth the reasons for its proposal. The CCRTA shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.
- 9.5 Following the informal hearing, the CCRTA shall make a final determination. The CCRTA shall inform the parties in writing of the final determination, setting forth the reasons for its decision.
- 9.6 During the pendency of a challenge under this attachment, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect.

10. <u>SUBSTITUTION OF DBE SUBCONTRACTORS OR SUPPLIERS</u>.

Should substitution of any DBE listed on the DBE Participation Form become necessary, Contractor shall make good faith efforts, in cooperation with the CCRTA's staff, to replace the affected DBE with another DBE.

11. CHANGE ORDERS.

Contractor shall make good faith efforts to meet the DBE percentage goal set out herein in the performance of work under any change orders that may be issued under this Contract.

12. <u>DBE RECORDS</u>.

Contractor shall maintain sufficient records to verify DBE participation. Such records shall show the name and business address of each DBE participating in the Contract and the total dollar amount actually paid each DBE and the date of payment. A quarterly report based on these records and certified to be correct by Contractor shall be submitted with the appropriate monthly invoice required under the Contract. No invoice will be approved for payment unless the current report has been furnished.

13. NONCOMPLIANCE.

Failure to comply with the requirements of these provisions shall be grounds for termination of the Contract in whole or in part, for withholding payments due Contractor during the period of noncompliance, or for assessing liquidated damages as provided herein.

14. <u>LIQUIDATED DAMAGES</u>.

In the event Contractor fails to achieve the DBE participation goals set forth herein, the CCRTA may assess, as liquidated damages and not as a penalty, an amount equal to the difference in the final DBE percentage goal multiplied by the total Contract price from the actual dollar amount of documented DBE participation in the Contract. The above liquidated damages may be assessed since the calculation of actual damages to the CCRTA would be difficult to determine due to the potential loss of all or part of any federal funding available to the CCRTA and the costs and expenses incurred in administering the CCRTA's DBE program.

15. <u>INCORPORATION INTO CONTRACT.</u>

The terms and conditions of these Special Provisions form part of the Contract Documents, and upon acceptance of the Contractor's proposal shall be fully binding upon the Contractor.

APPENDIX A

PRICE SCHEDULE

RFP No.: 2015-SP-22

PROJECT: Integrated Audio-Video Systems and Equipment

FIRM:			
INSTRU	JCTIONS:		

- 1. State your best price.
- 2. Submit a signed original of this Price Schedule, **sealed in a separate envelope**, to the CCRTA, Attn: Contracts Department at 5658 Bear Lane, Corpus Christi, Texas 78405. On the outside of the envelope include your company name and the information as stated in the "Instructions to Proposers", Section 5, "Submission of Proposals".
- 3. Please review and provide a turnkey Audio Visual system as outlined in the specifications of the Scope Work of the Integrated Audio-Video Systems and Equipment; with Technology drawings.
- 4. Pricing includes required warranty as specified per the specifications in the Scope of Work.
- 5. Additional blanks are provided for supplemental hardware.

Quantity	Appeals / Testing A105	Manufacturer / model	Unit Price	Total Price
1	65" Flat Screen			
4	Flat screen mounting bracket			
1	Control key pad			
1	AV Wall Plate			
1	Installation And Labor			
		\$		

Quantity	Board Room A213	Manufacturer / model	Unit Price	Total Price
2	65" Flat Screen			
4	Flat screen mounting bracket			
1	Projector			
1	Assisted audio (ADA)			
1	Touch panel control			
1	AV Floor Plate			
8	Speakers			
1	Ceiling mounted camera			
1	Installation And Labor			
13	Wired Microphone with mute			
13	Wireless Microphone with mute			
1	Wireless Microphone Extender			
1	Wired Microphone			
13	Reference monitor			
	Audio / Video Decoder			
	Audio / Video Encoder			
1	Projector - 1.5 Pole and Bracket			

Quantity	Board Room A213	Manufacturer / model	Unit Price	Total Price
1	Installation And Labor			
	\$			

Quantity	AV Room A217	Manufacturer / model	Unit Price	Total Price
1	Touch panel control			
1	Audio / Video Decoder			
6	Audio / Video Encoder			
1	Audio / Video Encoder to H2.64			
1	H2.64 Recorder / storage			
1	Collaboration Hub			
	Audio DSP system for Boardroom			
	Audio Amplifier for Boardroom			
3	AV Rack accessories and material			
2	Speaker			
2	Rack mounted reference monitors			
1	Reference monitor			

Quantity	AV Room A217	Manufacturer / model	Unit Price	Total Price
1	Wall mounted AV plate			
1	Installation And Labor			
	AV Room A		\$	

Quantity	Board Room Conference 2.470	Manufacturer / model	Unit Price	Total Price	
1	65" Flat Screen				
4	Flat screen mounting bracket				
1	Control key pad				
1	AV Wall Plate				
1	Installation And Labor				
	Board Room Conference 2.470 Total				

Quantity	Corridor A208	Manufacturer / model	Unit Price	Total Price
1	65" Flat Screen			
4	Flat screen mounting bracket			
1	Audio / Video Decoder			
1	Installation And Labor			
	\$			

Quantity	W. Conference Room A335	Manufacturer / model	Unit Price	Total Price
1	Projector			
1	Projector - 1.5 Pole and Bracket			
2	Speaker			
1	Small Form factor amplifier			
1	Control key pad			
1	AV Floor Plate			
1	Installation And Labor			
	\$			

Quantity	E. Conference Room B336	Manufacturer / model	Unit Price	Total Price	
1	Projector				
1	Projector - 1.5 Pole and Bracket				
2	Speaker				
1	Small Form factor amplifier				
1	Control key pad				
1	AV Floor Plate				
1	Installation And Labor				
	E. Conference Room Total				

Quantity	War Room B305	Manufacturer / model	Unit Price	Total Price
1	Projector			
1	Projector - 1.5 Pole and Bracket			
2	Speaker			
1	Small Form factor amplifier			
1	Control key pad			
1	AV Floor Plate			
1	Installation And Labor			

Quantity	War Room B305	Manufacturer / model	Unit Price	Total Price
	\$			

Quantity	Additional Equipment	Manufacturer / model	Unit Price	Total Price
2	VGA to HDMI Converter			
Additional Equipment Total				\$

Integrated Audio-Video Systems and Equipment Grand Total	\$
--	----

CERTIFICATION FORMS

Please fill out and sign the following forms and return with your signed proposal.

APPENDIX B

CERTIFICATION FORM

In submitting this bid, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

- (1) Bid Validity Certification: If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) Non-Collusion Certification: Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Proposals with any other FIRM or with any other competitor,
- (3) Affirmative Action/DBE Certification: Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) Non-Conflict Certification: Represents and warrants that no employee, official, or member of the Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract.
- **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) Non-Debarment Certification: Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4
- (7) Integrity and Ethics: Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) Administrative and Technical Capacity: Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) Licensing and Taxes: Is in compliance with applicable licensing and tax laws and regulations
- (11) Financial Resources: Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature	Printed Name
Title	Date

APPENDIX C

CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned BIDDER hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications, and conditions thereof.

Signature:				
Printed Name:				
Title:	Date:	_		
Firm Name:				
Business Address:				
Telephone:	Office: Fax:			
Email Address:				
Firm Owner:	Firm CEO:			
Taxpayer Identif	fication Number:			
Number of year	s in contracting business under present name:			
Type of work pe	erformed by your company:			
Have you ever f	failed to complete any work awarded to you?			
Have you ever	defaulted on a Contract?			
Taxpayer ID#: _	Date Organized:			
Date Incorporat	ed:			
Is your firm considered a disadvantaged business enterprise (DBE)?				
If you answered	I yes to the DBE question, explain type			
ADDENDA ACI	KNOWLEDGMENT			
Receipt of the fo	ollowing addenda is acknowledged (list addenda number):			
•	(Required) A DUNS number may be obtained one (currently at 866-705-5711) or the internet (currently at	I from		

APPENDIX D

Corpus Christi Regional Transportation Authority

DISCLOSURE OF INTERESTS CERTIFICATION

FIRM N	AME:		
STREET	`. 	CITY:	ZIP:
FIRM is:	 Corporation Association 	2. Partnership5. Other	3. Sole Owner
	<u>DI</u>	SCLOSURE QUESTIONS	
If addition	onal space is necessary, plea	ase use the reverse side of this	s page or attach separate sheets
٠٠,		ployee" of the Regional Tran uting 3% or more of the owne	sportation Authority having an ership in the above named
NAME		JOB TITLE AND DEPA	ARTMENT (IF KNOWN)
	firm".	uting 3% or more of the owne TITLE	
h		ard member" of the Regional st" constituting 3% or more o	Transportation Authority
NAME	amed IIIII .	BOARD, COMMIS	SION OR COMMITTEE
T	ransportation Authority wh		ant" for the Regional ed to the subject of this contract of the ownership in the above

named "firm"

NAME	C	CONSULTANT
,		
<u>CERTIFICATE</u>		
have not knowingly	y withheld disclosure of any	nd correct as of the date of this statement, that is information requested; and that supplemental Regional Transportation Authority, Texas as
Certifying Person:		
Title:	(Type or Print)	
Signature of Certify	ying Person:	
Date:		

APENDIX E



CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY BOARD APPROVED

ACCESSIBILITY POLICY

POLICY STATEMENT

To provide full participation and equality of opportunity for people with disabilities, people who are aging and other people with access and functional needs, the Corpus Christi Regional Transportation Authority (CCRTA) Board of Directors calls for all CCRTA departments, within their regular duties and responsibilities, to establish a commitment to access.

APPLICABILITY

This policy statement is broad, cross-cutting and designed for application to all actions of the CCRTA, including but not limited to the following:

- Policy Development
- Customer Service
- Service Provision and Operation (Directly Provided or Contracted)
- Employment
- Physical Environment
- Communications/Media/Website
- Public Involvement
- External Meetings and Agency Sponsored Events
- Fleet Characteristics
- Maintenance
- Safety/Security/Emergency Operations
- Procurements
- Staff Development and Training
- Construction and Engineering
- Route and Service Planning

IMPLEMENTATION

Effective implementation of the Accessibility Policy statement begins with the establishment of a Universal Access Team. Each CCRTA department will designate sufficient and appropriate team members to serve and meet monthly to ensure compliance with the policy. This team will help develop

guiding principles in conjunction with the CCRTA Regional Committee on Accessible Transportation (RCAT). Meeting of the Universal Access Team will be coordinated through the designated CCRTA ADA Coordinator and report current activities and initiatives to the Chief Executive Officer (CEO).

Support of all CCRTA staff will include initial and ongoing training and professional development regarding integration and elimination of barriers for people with disabilities, people who are aging and other people with access and functional needs.

Additional tools available to all CCRTA staff will include the use of an Impact Statement (approved by the CEO) to ensure an effective outcome. The Impact Statement will provide for the review of programs, projects, and developing or ongoing CCRTA services that answer, at a minimum, the following questions:

- Are any barriers being created for people with disabilities, people who are aging and other people with access and functional needs?
- Is CCRTA enhancing access and integration for people with disabilities, people who are aging and other people with access and functional needs?
- Does the program, project, or service result in the most integrated setting appropriate for people with disabilities, people who are aging and other people with access and functional needs?
- Has CCRTA taken steps to reduce or eliminate any negative impacts?

POLICY REVIEW

A dames d Index 6 2011

Review of this policy will be done no less than annually or more frequently as needed. To complement the review, CCRTA staff through the Universal Access Team will establish procedures and conduct the following:

- Establish Review Baseline
- Conduct Internal Review of Regulatory Compliance to include an ongoing ADA Performance Monitoring Program for all modes of transportation
- Self-Evaluation Review and Update
- ADA Transition Plan Review and Update
- Establish Best Practices and Lessons Learned Components

Adopted July 6, 2011	
Signed by:	Company:
Position:	_
Date:	

APPENDIX F

REFERENCES: The Proposer must supply a list of three (3) similar projects which he/she has completed within the last five (5) years that satisfactorily met the client's specifications, and list three (3) that did not satisfactorily meet the client's specifications.

Company:		
Owner:	Contact:	
Address:		
Telephone No.:		
Project:		
Date Completed:	Cost:	
Company:		
Owner:	Contact:	
Telephone No.:		
Project:		
Date Completed:	Cost:	
Company:		
Owner:	Contact:	
Telephone No.:		
Project:	Coate	
Date Completed:	Cost:	
Company:		
Owner:	Contact:	
Address:		
relephone No.:		
Project:		
Date Completed:	Cost:	
Company:		
Owner:	Contact:	
Address:		
Telephone No.:		
Project:		
Date Completed:	Cost:	

Owner: Contact: Address: Telephone No.: Project: Date Completed: Cost:	
Telephone No.:Project:	
Date Completed: Cost:	t:
CONTRACTS ON HAND: The Proposer must provide a list of contracts that currently in process:	de a list of contracts that the firm is

APPENDIX G

Forms 1, 2, 3, & 4

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION FORM

DBE PARTICIPATION FORM (CCRTA Disadvantaged Business Enterprises Program)

Purchase Order/IFB/I	Purchase Order/IFB/RFP/RFQ No				
Project Name:					
Name of Contractor:					
Name of DBE Participant	Address	Type of Work or Contract Items or Parts Provided	Dollar Amount and/or Percentage (%)		
participation is required and should If "None" a good faith of Contractors are advise	be listed and returned to the effort documentation must be ed to view the CCRTA's Certification.		p.org/ or		
The undersigned Contractor hereby further certifies that she/he has read all of the attached Federal Supplemental Conditions and agrees to abide by the terms, certifications, and conditions thereof.					
The undersigned will enter into a formal agreement with the DBE Participants for work listed in this Schedule upon execution of a contract with the Corpus Christi Regional Transportation Authority.					
	isted above must be certified unity to be certified by the CC	as a Disadvantaged Business E RTA.	Interprise (DBE) or will		
Date:		Name of Eine			
	Ву	Name of Firm r:			
	Na	me:			
	Tit	a·			

FORM 2: DETERMINATION OF GOOD FAITH EFFORT

Consultant/C	Contractor:		
√endor Iden	tification N	umber:	
Address:			
Phone:		Fax:	e-mail:
Consultant/Cor ways the Conso of notice, or sol and provide su	ntractor to co ultant/Contra licitation or le pporting doci	mplete a checklist and subm ctor has made a Good-Faith	een made, CCRTA requires the nit supporting documentation explaining in what n effort according to each requirement with a consultant/Contractor will respond to the following e Contract Goal in selecting
Disadvantaged	Businesses	as part of your bid or propos	· · · · · · · · · · · · · · · · · · ·
Yes	No		
		ou are not required to answ ase respond as requested be	ver the remaining questions below. If elow.
	Disadvanta	nt my Good-faith efforts to ged Business participation	o meet the Contract Goals n, I am able to present
Yes	No	Attendance at a pre bid r inform DBEs of subcontr	meeting, if any, scheduled by CCRTA to racting opportunities under a given solicitation.
Yes	No	Review of the list of CCF firms certified through the Certification Program to subcontractors	e Texas Unified
Yes	No		al circulation media, trade association media for at least 15 days before bids or
Yes	No	the contract is solicited. subcontracting opportunimy office. The notice wa	sadvantaged Businesses that their interest in The notice included a description of the lities and identified the contact person within as sent to at least five (5) businesses in the Directory of certified DBE entities that a required.

Yes	No	Efforts made to select portions of the work proposed to be performed by Disadvantaged Businesses in order to increase the likelihood of achieving the stated goal and, to the extent feasible and consistent with prudent industry practice, efforts to divide the contract work in reasonable lots.
Yes	No	Efforts to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to the solicitation.
Yes	No	Negotiating in good faith with interested with DBEs, including: a) The names, addresses, and telephone numbers of DBEs that were contacted;
		 b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
		c) A statement of why additional agreements with DBEs were not reached.
Yes	No	Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. Concerning each Disadvantaged Business the Proposer contacted but rejected as unqualified, the reasons for the Proposer's exclusion.
Yes	No	Efforts made to assist the Disadvantaged Business contacted that needed assistance in obtaining bonding or insurance required by the Proposer or CCRTA.
Yes	No	Efforts made to assist interested DBEs in obtaining Necessary equipment, supplies, materials or related assistance or services.
Yes	No	Efforts made to utilize the services of available disadvantaged business organizations i.e. chamber of commerce's, small business development centers, that provide assistance in the recruitment and placement of DBEs.
are answer of justification CCRTA a	ered "no," the ation. The atta and a written i	ntractor is unable to meet the solicitation goal or if any of the above items e Proposer/Consultant must attach supporting documentation or a letter achments submitted by the Proposer/Contractor will be reviewed by the notice of acceptance or deficiency of Good-Faith effort will be issued. e of proposal submission.
		/Consultant:

FORM 3: DISADVANTAGED BUSINESS ENTERPRISE - LETTER OF INTENT Solicitation No.: PLEASE SUBMIT SEPARATE FORMS FOR EACH SUBCONTRACTOR\SUPPLIER For use by submitters to identify subcontractors and suppliers. Submitter Name: City: _____ State: ____ Zip: _____ Number: Phone Fax Number: Project Title: _____ Time Period Covered: _____ Percentage/Dollar Amount of contract with disadvantaged business enterprise subcontractor\supplier: Name of Disadvantaged Business enterprise firm: ______ Address: City: _____ State: ____ Zip: ____ Telephone: Description of proposed materials or services to be performed under agreement with disadvantaged business enterprise for amount indicated above: ______ _____ Affirmation The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above. (Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

FORM 4: CONTRACTOR ULTILIZATION PLAN FORM

Proposer presents the following participants in this solicitation and any resulting Contract. All Proposers, including disadvantaged business enterprises bidding as prime contractors, are required to demonstrate good faith efforts to include eligible DBE businesses in their submissions as subcontractors and/or suppliers.

CONTRACTOR		Type of Work to be Performed or Materials Supplied	Indicate if Small Business Y/N	Percent of Contract Effort Price	
			DBE		DBE
Name of Business					
Business Address					
Telephone No. Contact Person					
Contact I cison					
	SUBCONTRACTOR				
Name of Business					
Business Address					
Telephone No.					
Contact Person					
Name of Business					
Business Address					
Telephone No.					
Contact Person					
	SUPPLIERS	Counts for 100% toward dbe business goal when purchased from regular dealer (see Instructions To Bidders/Proposers).	n dbe business manufac	turer a	and 60% when purchased from dbes
Name of Business					
Business Address					
Telephone No.					
Contact Person					
Name of Business					
Business Address					
Telephone No.					
Contact Person					
Submitted by:		Business Name:			
Address:	Signature of Owner/Officer of Business				
Telephone/Fax:		Date:			

APPENDIX H

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit this form for each Request for Information/exception/approved equal)

			Pag	ge:
VENDOR:				
PROJECT: <u>RFP No</u>	o. 2015-SP-22			
PAGE:	PARAGRAPH:	SUBJECT:		
Request:				
		Signatu	re	
******	******** *****	******	*******	*****
	FOR CO	CRTA USE		
Approved:	Disapproved:		Clarification:	
Response:				
	Cł	nief Executive Of	ficer/Designee	